

CITY OF PERRIS

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PERRIS AND
LOCAL 911 OF THE CALIFORNIA TEAMSTERS PUBLIC,
PROFESSIONAL AND MEDICAL EMPLOYEES UNION
JULY 1, 2022 – JUNE 30, 2025



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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PERRIS AND
LOCAL 911 OF THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND
MEDICAL EMPLOYEES UNION**

JULY 1, 2022 – JUNE 30, 2025

The Municipal Employee Relations Representative (“MERR”) of the City of Perris (“City”) and/or his designated representatives, and the California Teamsters Public, Professional And Medical Employees Union, Local 911 (“Union”) have met and conferred in good faith on wages, hours and other terms and conditions of employment for the employees represented by the Union and have reached agreements which are set forth in this Memorandum of Understanding (“MOU”). This MOU constitutes a joint recommendation by the MERR and the Union to be submitted to the City Council for its determination and approval. This MOU shall be for the period commencing July 1, 2022, and terminating at midnight, June 30, 2025; provided, however, that specific sections of this MOU may have later effective dates as specified herein.

1.0 RECOGNITION

1.1 Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code section 3500 et seq. and to the City’s Employer-Employee Resolution No. 803 drawn in conformity therewith, the City recognizes the Union as the recognized majority representative for that bargaining unit defined and described as wall-to-wall, non-exempt white and blue collar employees, including part-time employees, as more fully detailed in the Attachment “A” hereto comprising the City of Perris Employee Roster designating all current budgeted positions as Union (“T”), Confidential (“C”), Supervisory (“S), Management (“M), or Executive Management (“EM”). All part-time benefits shall be determined in accordance with applicable

federal and state law. Part-time bargaining unit employees who work a minimum of twenty (20) hours per week or an average of twenty (20) hours per week over a 12-month period are eligible to receive some but not all benefits included in the MOU. Certain benefits, including deferred compensation, educational reimbursement, educational incentive pay(s), shall not be offered to part-time employees.

1.2 The Union represented bargaining unit does not and shall not include temporary employees, supervisory employees, management employees, employees in the City Manager's office, the City Clerk's office, the Human Resources office, and/or any positions designated as confidential. In the event a position formerly in the bargaining unit is designated confidential, the employee holding that position will receive an additional five (5%) percent annual wage compensation and receive all economic benefits provided under the terms of this MOU for the duration of the term of the MOU or the employee's confidential designation, whichever is shorter.

2.0 DUES DEDUCTION

2.1 The Union requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union, from the wages and salaries of members of the Union. The Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The City shall deduct from the first paycheck of each month and remit to the Union for the duration of this MOU not later than approximately the 20th of the month all such monies that employees individually and voluntarily authorized in writing, such authorizations to

comply with appropriate laws and regulations. Any changes in the Majority Representative Employee Organization dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

2.2 The Union agrees to indemnify and hold the City harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of any action that shall be taken by the City for the purpose of complying with this Article.

2.3 The Union is required to keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering employees governed by the MMBA, or required to file financial reports under Government Code Section 3546.5 thereof, may satisfy the financial reporting requirement of this section by providing the City with a copy of the financial reports.

3.0 NO STRIKE

3.1 The Union, its officers, agents, representatives and/or members agree that during the term of this MOU that they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. Strike means and/or includes the concerted stoppage of work, the concerted submission of resignations, the concerted use of sick leave, boycotting, or disruptively demonstrating by any employee or employee group, or the concerted absence in whole or in part from the full, faithful and proper

performance of the duties of employment with the City for any purpose of inducing, including, influencing, condoning, or coercing a change in the terms and conditions of employment, or the rights, privileges or obligations of public employment or participate in any manner in any course of conduct which adversely affects the services to the City.

3.2 The Union and its members agree that a violation of Paragraph 3.1 by any employee shall constitute just cause for discipline of that employee. Accordingly, any disciplinary action taken by the City against such employees shall not be construed as a violation by the City of any provisions of this MOU. It is understood that the Union shall have recourse to the Grievance Procedure with respect to such discipline or discharge, limited to the issue of whether the employee did violate the provisions of this section.

3.3 In the event of conduct described in Paragraph 3.1 being undertaken, the Secretary-Treasurer of the Union shall within twenty-four (24) hours publicly disallow such conduct and instruct the employees to immediately cease such activity. Such instruction shall be in writing with a copy of such written instructions supplied to the City. The Union shall notify the City within twenty-four (24) hours after the commencement of conduct described in Paragraph 3.1 above as to the measures taken to comply with the provisions of this Article.

3.4 In the event that the provisions of this Article are not complied with, such non-compliance shall be considered an unfair labor practice. Notwithstanding the preceding, the City shall have the right to bring suit for damages and/or equitable relief in the courts for breach of this Article against the Union, its officers, agents, representatives or members. Further, if the Union fails to diligently perform all responsibilities contained in this Article, the City may suspend any and all of the rights and privileges accorded the Union under City Resolution and

this MOU, including, but not limited to, the suspension of recognition of the Union and the use by the Union of City bulletin boards and facilities.

4.0 NON-DISCRIMINATION

The City and the Union agree not to discriminate against or harass any applicant, employee or Union member with respect to recruiting, hiring and promotion based upon race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status of any person. All decisions with respect to recruiting, hiring and promotion shall be based upon an individual's qualifications, as related to the requirements of the position being filled. The City and the Union further agree that other personnel matters, including but not limited to, compensation, benefits, transfers, layoffs, recall from layoffs, training, education and social and recreational programs shall be administered without the Union.

5.0 MANAGEMENT RIGHTS

5.1 The City reserves, retains, and is vested with, solely and exclusively, all rights of management, which have not been expressly abridged by specific provisions of this MOU or by law, to manage the City. The sole and exclusive rights of management, as they are not abridged by this MOU or by law, shall include but not be limited to the following rights:

- a. To manage the City generally and to determine issues of policy;
- b. To determine the existence or nonexistence of facts which are the basis of any management decision;
- c. To determine the merits, necessity or organization of any service or activity conducted by the City and to expand or diminish services;

- d. To determine and change the nature, manner, means and technology and extent of services to be provided to the public;
- e. To establish methods of financing;
- f. To establish types of equipment or technology to be used;
- g. To determine and change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;
- h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City;
- i. To determine the size and composition of the work force and to assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments, and to establish the days and hours when employees shall work;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards for City operations;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause, subject to employee's appropriate rights of appeal, if applicable;

- m. To determine and/or modify job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this MOU and the City's Personnel Rules and Regulations;
- o. To determine policies, procedures and standards pertaining to City operations, and activities and for selection, training and promotion of employees;
- p. To establish employee performance standards, including but not limited to, quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU;
- s. To take any and all necessary action to carry out the mission of the City in emergencies;
- t. To determine the mission of its constituent departments, boards, commissions and committees;
- u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

5.2 The City retains the right to assign any supervisor to bargaining unit work either: (1) in emergency situations; and (2) for work of less than two (2) hours duration when there are

no bargaining unit personnel immediately available or on duty for assignment to that work. Additionally, supervisors may be assigned to limited bargaining unit work for the purpose of orientation and training. It is agreed that the City shall not use the provisions of Article 5.2 for the purpose of eliminating or transferring work from any employee represented by the Union. The Union recognizes that the City, pursuant to its management prerogatives, must and does have the ability to subcontract work. With exception for declared emergencies, including but not limited to peak overload periods or natural disasters, when the City contracts out services otherwise normally provided by City bargaining unit employees, the City shall endeavor to have the contracting agency retain the services of qualified City employees. In the event that unencumbered/unleased City equipment is utilized by the contractor, a City employee qualified to operate that piece of equipment shall continue to operate that equipment for the contractor, but only if the qualified employee is scheduled to work and is actually working during the hours of operation of the equipment.

5.3 Individual contract employees in classifications represented by the Union (as opposed to firms that contract with the City for provision of services such as landscaping) shall only be utilized on a temporary basis not to exceed a six (6) month period. The above constitutes the full and complete understanding of the parties concerning the matter of contracting of services.

6.0 HOURS OF WORK

6.1 Nothing herein shall be deemed a guarantee of hours or work per day or in a workweek.

6.2 Each employee in the represented bargaining unit shall be assigned to work what is commonly described as the 5/40 work schedule. The parties are mindful that pursuant to the

Fair Labor Standards Act (“FLSA”), non-exempt employees such as those represented by the Union, must be paid overtime for work in excess of forty (40) hours in one (1) workweek. A workweek is defined as a “regularly recurring” period of 168 hours – 7 consecutive 24-hour periods (see 29 CFR Section 778.105), designated by the City as commencing at 12:01 am on Sunday and extending through 11:59 pm the following Saturday.

6.3 At the discretion and authority of the City Manager, the City may implement 4/10 and/or 9/80 alternative work schedules for represented employees. The City shall be authorized to continue current and future schedules staggering employee shifts to provide coverage on all days of the week as necessary and appropriate for City operations by the City Manager, with standard City hours from 8:00 a.m. to 6:00 p.m. Monday through Friday. The City maintains the right to change employee work schedules to include the weekends upon a 21-day calendar notice, when it is feasible in meeting the needs of City operations and when change is in the employee’s long term assignment schedule. Priority for weekend scheduling shall be based on employee seniority.

7.0 OVERTIME

7.1 Pursuant to the FLSA and its enabling regulations, employees are entitled to overtime consideration at one and one-half (1&1/2) times their regular rate of pay for all hours worked in excess of forty (40) in a seven (7) day workweek. All overtime hours must be specifically authorized in advance by the City Manager and/or his/her designee. Overtime hours may be mandatory, as deemed necessary and at the discretion of City Manager and/or his/her designee. Each City department will develop a rotation schedule that is based on the needs of the department operations and employee availability and that which considers seniority within each classification upon distribution of overtime hours. Failure to receive advance authorization to

work overtime will result in the overtime being paid but the employee will be subject to discipline for failing to obtain advance authorization.

7.2 Definition of Hours Worked for Overtime Computation Purposes. Utilization of paid leaves of absence including vacation leave, sick leave, holiday leave, and compensatory time off shall count as time worked for purposes of calculating overtime but only when the employee has already actually worked in excess of a minimum thirty (30) hours in the same work week. The following shall not be considered as time worked for purposes of computing entitlement to overtime compensation:

- a. Meal breaks;
- b. Utilization of paid or non-paid leaves of absence (including but not limited to vacation leave, sick leave, holiday leave, leave without pay, compensatory time off) where the employee has not actually worked in excess of a minimum thirty (30) hours, for purposes of calculating overtime;
- c. All travel time to and from the work site when responding to a regularly scheduled shift;
- d. All time in off-duty voluntary training assignments (homework, study time, meal time, sleep, etc.);
- e. All off-duty travel;
- f. All time putting on and taking off uniforms;
- g. All time for personal preparation and clean up; and
- h. Any other time not deemed “hours worked” under the FLSA.

8.0 COMPENSATORY TIME OFF

8.1 Bargaining unit employees shall be provided with the option of receiving earned overtime and cash payments distributed during each pay period, or at the employee's discretion, the option of designating each overtime hour worked, multiplied by a factor of 1.5 to be credited to a compensatory time off account, in a maximum amount of ninety-six (96) hours, as determined after multiplication of hours by the 1.5 factor. For example, the maximum ninety-six (96) hour account is equivalent to sixty-four (64) hours multiplied by a factor of 1.5. All compensatory time off hours shall be distributed at the close of the first pay period in December, to each affected employee at straight time hourly rate existing at the time of distribution, resulting in a zero (0) compensatory time off balance at the close of such payroll period.

8.2 An employee who has requested in writing that a department head authorize utilization of accumulated compensatory time off shall be permitted to use such time within a reasonable period after making the request unless utilization of such will be unduly disruptive of the operations of the department or City.

9.0 CALL BACK PAY

Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. A call-back does not occur when an employee is held over from his/her prior shift or is working continuously prior to his/her regularly scheduled shift. A bargaining unit employee called back to duty shall be credited with a minimum of two (2) hours work commencing upon arrival at the work site and ending thirty (30) minutes after completing the job. Effective retroactive to the date of July 11, 2021, a bargaining unit employee called back to duty on a City recognized holiday shall be credited with a minimum of four (4) hours work commencing upon arrival at the work site and ending thirty (30) minutes after completing the

job. Employee shall be available for call-back within thirty minutes of leaving his/her duty station without incurring an additional two or four hour minimum pay, as applicable. Any hours worked in excess of either two or four hours, as applicable, shall be credited on an hour for hour basis as actual time worked.

10.0 STAND-BY TIME

10.1 Each Department Head shall designate the minimum standards qualifying an individual to perform a “stand-by” function and shall first seek “stand-by” individuals by means of a voluntary sign up list. If an insufficient number of employees volunteer for stand by duty, then the Department Head shall assign the appropriate number of employees to such status. Such assignment shall be on an equitable rotation basis. In any situation where a unit employee has been in a designated “stand-by” status, the stand-by pay shall be calculated at two times the hourly rate of pay for each day the employee is on stand-by, and any stand-by hours worked on a recognized holiday shall be paid at two times the hourly rate of pay for each hour worked effective retroactive to the date of July 11, 2021.

10.2 Any employee designated to serve in a “stand-by” capacity may seek a substitution by another employee, subject to submitting such proposal to the Department Head and subject to Department Head approval of the substitution.

10.3 Employees on a “stand-by” status shall be required to carry at all times a City issued cellular phone and shall be able to respond to calls within thirty (30) minutes.

10.4 The City and Union shall work together to create a separate City policy addressing Public Works stand-by time and including a window of availability after completing a job within the two (2) hour call out period whereby employees can be asked to return to work without incurring an additional minimum two (2) hours.

11.0 COST OF LIVING ADJUSTMENTS, WAGE INCREASES & SALARY SURVEY

11.1 The City shall increase salaries of employees covered by this MOU by five percent (5%) Cost of Living Adjustment (COLA) effective retroactive to the date of July 10, 2022, four percent (4%) COLA effective the first full payroll period in July 2023, and two percent (2%) COLA effective the first full payroll period in July 2024. In addition, eligible employees shall receive step increases during the term of this MOU in accordance with the provisions of Personnel Rule 6.05.

12.0 BILINGUAL COMPENSATION

12.1 Upon written designation by the City Manager, bargaining unit employees shall receive additional monthly compensation after providing the City with evidence deemed appropriate by the City of ability to provide competent oral and/or written translation services in the following language: (1) Spanish.

12.2 An employee demonstrating oral bilingual competency through means of City examination in the language(s) identified in Paragraph 12.1 shall receive an additional one hundred twenty-five (\$125.00) dollars per month in compensation. An employee demonstrating both oral and written bilingual competency through means of City examination in the language(s) identified in Paragraph 12.1 shall receive a total of one hundred fifty (\$150.00) dollars per month. No compensation shall be provided where written translation alone is demonstrated.

12.3 Bilingual compensation shall be available to those employees whose duties include enforcement, public counter or reception responsibilities.

12.4 Requests for bilingual compensation shall be considered and approved at the discretion of the City Manager. Approvals shall be commensurate with the needs of the respective City Department.

12.5 Any employee receiving this bilingual compensation shall perform those bilingual related translation duties as required by any City supervisor. Should an employee receiving this bilingual compensation fail to perform those bilingual related translation duties as required by any City supervisor, then the employee is subject not only to disciplinary action as that term is defined in the Personnel Rules and Regulations, but said employee shall also be subject to punitive action consisting of elimination of his/her bilingual compensation pay.

12.6 Additionally, the City reserves its right to require that any employee, deemed by it as being capable of providing oral and/or written translation of any particular language, to provide such services without pay of the bilingual compensation described herein, even if the individual is not receiving bilingual compensation pursuant to this Article.

13.0 ACTING CLASSIFICATION PAY

Any bargaining unit employee who is temporarily assigned to and does work in a higher salary range classification for thirty (30) or more working days, shall retroactively receive from the first day of such work a five (5%) percent increase or the first step of the higher range, whichever is greater. Said increase shall exist until the employee is removed from said acting position.

14.0 COMMUNITY SERVICE WORKER SUPERVISION PAY

Bargaining unit employees who are assigned primary responsibility for more than thirty (30) calendar days for supervising community service workers shall receive the five (5%)

differential pay retroactive to the first day during the duration of the assignment of such workers to the employee's supervision.

15.0 EDUCATIONAL INCENTIVE PAY

15.1 Any full-time bargaining unit employee who holds a verified Bachelor degree from an Accredited University, who's current position's classification specification does not require a Bachelor's degree as a minimum qualification, will be eligible to receive a five (5%) percent educational incentive pay to his/her base salary hourly rate.

15.2 Any full-time bargaining unit employee who holds a verified Master degree from an Accredited University, who's current position's classification specification does not require a Master degree as a minimum qualification, will be eligible to receive a seven (7%) percent educational incentive pay to his/her base salary hourly rate; except if currently receiving a 5% education incentive pay for a bachelor degree, in which case the employee would receive an additional two (2%) percent incentive pay for a Master degree.

15.3 Any full-time bargaining unit employee who holds a verified Doctorate degree from an Accredited University, who's current position's classification specification does not require a Doctorate degree as a minimum qualification, will be eligible to receive a two (2%) percent educational incentive pay to their base salary hourly rate.

15.4 The maximum cumulative educational incentive pay for any combination of Bachelor, Master and Doctorate degrees shall not exceed nine (9%) percent.

15.5 Effective retroactive to the date of July 11, 2021, any full-time bargaining unit employee who holds a City approved professional certification will be eligible to receive Certification Incentive Pay of two (2%) percent per completed professional certification to their base salary hourly rate, up to a maximum of two (2) completed professional certifications,

and a total maximum of four (4%) percent Certification Incentive Pay. The following City approved certifications are eligible for the Certification Incentive Pay: Playground Certificate(s), including Certified Playground Safety Inspector (CPSI), and Playground Safety Inspector Course; Certified Stormwater Inspector (CSI); and Irrigation Certificate(s), including Certified Irrigation Technician, and Certified Landscape Irrigation Auditor; Government Accounting Certificate; Residential and Commercial Inspector Certificate; Residential and Commercial Plumbing Certificate; Residential and Commercial Mechanical Certificate; Residential and Commercial Electrical Certificate; Notary Public; and Cross Connection Control Certificate (Water).

15.6 Bargaining unit employees are entitled to receive either Education Incentive Pay or Certification Incentive Pay, but never both during the same period of time.

16.0 LONGEVITY PAY

16.1 Bargaining unit employees shall receive longevity pay for continuous employment, as follows:

- a. Following completion of ten (10) uninterrupted years of City service – 2 ½ % base salary increase;
- b. Following completion of fifteen (15) uninterrupted years of City service – additional 2 ½ % base salary increase; and
- c. Following completion of twenty (20) uninterrupted years of City service – additional 2 ½ % base salary increase.

17.0 HOLIDAYS

17.1 Subject to dates provided on an annual calendar prepared and posted by the City.

The following Holidays shall be observed by bargaining unit employees:

December 31	New Years' Eve
January 1	New Years' Day
Floating Holiday	Employee's Birthday.
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
October 11	Indigenous Peoples' Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day After Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

17.2 In addition, any day appointed by the President or Governor as a public holiday shall also be observed, subject to approval of the City Council or the City Manager, and any other day designated by the City Council.

17.3 When a holiday falls on a Sunday, the following Monday will be the official day off; when a holiday falls on a Saturday, the preceding Friday will be the official day off. Any bonus time given to employees; i.e., Christmas Party afternoon, shall not be considered a holiday for any wage adjustments.

17.4 For the duration that furloughs are implemented and Fridays are unpaid furlough days, any holiday that falls on a Friday, will be observed on the preceding Thursday; except for the purpose of Thanksgiving week, wherein, the Day After Thanksgiving holiday will be observed the preceding Wednesday.

17.5 Bargaining unit employees shall receive double time for working on a Holiday. Part-time bargaining unit employees shall receive holiday pay at four (4) hours.

18.0 VACATION LEAVE

18.1 Bargaining unit regular employees shall accumulate vacation leave pursuant to the Vacation Leave Schedule below. Part-time bargaining unit employees shall accrue vacation leave time at the accrual rate of four (4) hours per month of service.

18.2 Probationary employees shall not accrue any vacation leave during their probationary period. Upon passing probation, employees will be awarded ninety-six (96) hours under Accrual Rate A, of vacation leave dependent on the accrual system in place as referenced in Section 17.1.

ACCRUAL OF HOURS PER MONTH

<u>Qualifying Period</u>	<u>Accrual Rate A</u>
After 1 full year	8.00 hours
After 5 full years	8.67 hours
After 6 full years	9.33 hours
After 7 full years	10 hours
After 8 full years	10.67 hours
After 9 full years	11.33 hours
After 10 full years	12 hours

<u>Qualifying Period</u>	<u>Accrual Rate A</u>
After 11 full years	12.67 hours
After 12 full years	13.33 hours
After 13 full years	14 hours
After 14 full years	14.67 hours
After 15 full years	15.33 hours
After 16 full years	16 hours
After 17 full years	16.67 hours
After 18 full years	17.33 hours
After 19 full years	18 hours
After 20 full years	18.67 hours
After 21 full years	19.33 hours
After 22 full years	20 hours

18.3 It is the policy of the City that employees shall utilize all of their accumulated vacation on an annual basis in order to promote a safe and healthful working environment. However, upon request, the employee shall be allowed at his/her discretion to accumulate a total of three-hundred (300) vacation hours through and including completion of five (5) full years of consecutive City employment. Commencing with the sixth year of consecutive City employment, an employee shall be allowed to accumulate four-hundred twenty (420) hours of vacation leave. Employees may not accrue vacation in excess of their maximum accumulation allowance, save for the following singular exception: in any instance where an employee has accumulated the maximum number of allowable vacation hours, has made a timely written request for vacation usage, and has that request denied by a responsible supervisor, the number

of vacation hours that would otherwise be in excess of the above accumulation limits, shall be converted to a cash equivalency and distributed to the employee during the payroll period during which the vacation time would otherwise have been accumulated had the employee not been at the maximum accumulation limitation.

18.4 By no later than December 15 of any calendar year, an employee wishing to convert a portion of accumulated vacation leave to cash at the hourly rate of pay then existing, shall notify the Personnel Officer in writing of said intent. In order to be eligible to convert a portion of accumulated vacation leave to cash, an employee must maintain one-hundred (100) hours of vacation leave within the employee's account balance after any distribution has been made. Said employee shall be entitled to request a cash distribution up to eighty (80) hours and shall be paid in the following February.

18.5 In the event of termination of employment, the City shall round off accrued vacation to the highest half-day accrual and shall distribute accumulated vacation time to the employee at the then existing hourly rate.

19.0 SICK-RELATED LEAVE

19.1 Sick leave is a conditional benefit; its use for paid leave for injury/illness is governed by certain requirements of accumulation, notice, validity, medical verification, and review of use factors/patterns as found in the City's Personnel Rules.

19.2 All full time unit members shall accrue sick leave at the rate of eight (8) hours per month of paid service, to a maximum limit of three-hundred and forty (340) accumulated hours. Employees shall not accrue leave in excess of the maximum. Part-time bargaining unit employees shall accrue sick leave in accordance with current sick leave policy for part-time employees pursuant to Assembly Bill No. 1522.

19.3 By no later than December 15 of any calendar year, an employee wishing to convert a portion of accumulated sick leave to cash at the hourly rate of pay then existing, shall notify the Personnel Officer in writing of said intent. In order to be eligible to convert a portion of accumulated sick leave to cash, an employee must have a minimum of one-hundred sixty hours (160) of sick leave accumulated within the employee's account balance prior to any distribution being made. Said employee shall be entitled to request a cash distribution up to eighty (80) hours and shall be paid in the following February. Unit members shall be eligible for a cash sick leave distribution upon retirement, disability retirement, honorable termination (non-disciplinary) or death, pursuant to the following formula:

- a. Following completion of five (5) years of consecutive service – 50% of sick leave balance;
- b. Following completion of each additional year of consecutive City service, the employee shall be eligible for an additional annual 5% sick leave distribution, to a maximum of 100% of said sick leave balance.

19.4 If distribution of sick leave is necessitated by the death of an employee, then the person(s) receiving said sick leave distribution shall be the person(s) designated as a beneficiary to receive retirement death benefits, and if no such individual exists, then distribution shall be pursuant to the orders of the probate court.

19.5 The City and Union agree that Personnel Rule 19.09 shall not apply to employees covered by this MOU and that Rule 19.09 may be removed from future update/revisions to the City's Personnel Rules.

20.0 LAYOFFS

20.1 If the MERR determines that a reduction in personnel is necessary for economy reasons, then the MERR shall observe the “seniority rule” in putting the reduction into effect. It is agreed by the City and the Union that the seniority rule shall mean that when any classification having two or more employees is subject to less than a complete lay off, then the employees shall be laid off in order of reverse seniority based upon first service time in class and then on cumulative City service time.

20.2 If the MERR determines that a reduction in personnel is necessary for other than economy reasons, then the MERR shall determine layoff based on the following priorities:

- a. Ability to perform the required work, which will be based on current qualifications and past experience,
- b. Quality of performance as demonstrated in the last three (3) Annual Performance Reports,
- c. Lack of discipline received during the last twelve (12) months, and
- d. Seniority factor as determined by cumulative City service time.

21.0 PROMOTIONAL OPPORTUNITIES

Subject to applicable laws pertaining to diversity and prohibited employment discrimination, the parties agree that as regards to filling non-entry level classification in the bargaining unit represented by the Union, in those instances where at least two (2) applications for promotional employment have been received by the Personnel Officer and are deemed to be accepted and qualified for participation in the examination and hiring process, then such examination process shall be on a closed, internal promotional basis. The probationary period for promoted bargaining unit members shall be six (6) months.

22.0 NON-PROMOTIONAL PROBATIONARY PERIOD

All employees hired on or after July 1, 2004 shall serve a twelve (12) month probationary period for all non-promotional recruitments.

23.0 REST AND MEAL PERIODS

23.1 An employee working more than six (6) hours in a day shall receive two (2) fifteen (15) minute uninterrupted rest periods during such day. The first rest period shall be given in the first half of the shift and the second period during the second half of such shift. The time will be designated by the employee's supervisor.

23.2 Each department shall implement an uninterrupted non-paid thirty (30) minute meal period and/or up to an (1) one hour meal period as long as City operations are not disrupted, and City counter services are maintained during the City's hours of operation of 8:00 a.m. to 6:00 p.m. In the event an employee is not permitted to have an uninterrupted meal period, such employee shall be paid for the period at the appropriate rate of pay. Employees regularly assigned to perform duties at work sites outside of a principal office shall be permitted an uninterrupted unpaid thirty (30) minute meal period.

23.3 In the instances where an employee is assigned to work from a specific office location at which the employee's vehicle can be parked, the employee is entitled to a restriction free thirty (30) minute meal period. However, when an employee is assigned to a detail involving work in the field, although the thirty (30) minute meal period must be uninterrupted, the City shall not be required to transport the employee out of the field to his private vehicle or to any other location. In the event an employee is not permitted to have an uninterrupted meal period, such employee shall be paid for the period at his appropriate rate of pay.

23.4 Rest periods are not cumulative beyond the scheduled workday within which the rest period occurs, nor may rest periods be used to extend the meal period or shorten the workday. Meal periods shall also not be used to shorten the workday.

23.5 City will provide one (1) area for employees to prepare and/or eat meals at rest or meal periods; however, those employees either working in the field or at a location otherwise not accessible to the area shall be entitled to no special dispensation or other accommodations.

24.0 SAFETY AND HEALTH PROVISIONS

24.1 City shall make reasonable provision for the safety and health of its employees during the hours of their employment and all protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the City as required by CAL-OSHA.

24.2 Employee shall use/wear safety equipment furnished by the City.

24.3 City will provide first aid equipment in City Hall and City Yard.

24.4 Employees shall immediately report any work related injuries and illnesses to their immediate supervisor.

25.0 SAFETY COMMITTEE

There shall be established a Safety Committee for the purpose of providing a safe and healthful working environment for the employees. The Committee shall be appointed by the City Manager with recommendations from the Department Heads. The Committee shall consist of appointed employees, one of which shall be from each City Department. A non-employee Union Representative will be notified of the meeting in advance so he/she may attend, yet the non-employee Union Representative is not a Committee Member and can participate in the meeting only to the extent authorized by the Committee.

26.0 UNIFORMS

26.1 The City shall furnish required uniforms, shall pay for the laundering (or where required by the garment manufacturer – dry cleaning) of same by furnishing a vendor, and subject to this MOU, shall replace uniforms so necessitated by normal wear and tear.

26.2 Rain gear (coat, hat, pants, and boots) shall be kept in employee's locker, or other City provided storage area, and shall not be used for personal use or outside work.

26.3 Any repair or replacement costs resulting from improper care of uniforms and replacement of the same shall be borne by the employee involved. Such costs may be deducted by the City from an employee's paycheck(s), in an amount not to exceed fifty dollars (\$50.00) per pay period.

26.4 The Animal Control Officer will receive a uniform allowance of four hundred and fifty (\$450.00) dollars per year, paid in increments of two hundred twenty-five (\$225.00) dollars the first full pay period in January and two hundred twenty-five (\$225.00) dollars the first full pay period in July. Newly hired Animal Control Officers shall receive an initial uniform allowance of two hundred fifty (\$250.00) dollars and receive increments of two hundred twenty-five (\$225.00) dollars each full pay period in January and July thereafter.

26.5 Every Public Works Employee will be provided ten (10) uniforms from the uniform company contracted by the City.

26.6 The City will reimburse up to, but not to exceed, two hundred fifty (\$250.00) dollars per year per Code Enforcement Officer and Combination Inspector for purchase of standard polo shirts, pants/shorts and a jacket.

26.7 Subject to Cal-OSHA safety and work shoe guidelines, the City shall reimburse up to two-hundred fifty (\$250.00) dollars for Cal-OSHA approved work shoe, for bargaining unit

employees who provide manual labor services out in the field, including City departments of Public Works, Building and Safety, Code and Animal Control Enforcement, and Parks Services, at the time of hire. At the commencement of each employee's next year of employment, and upon a demonstration to the satisfaction of the department head that reasonable wear and tear necessitates shoe replacement for safety requirements, the City will fund and provide a replacement pair of work shoes. Work shoes will be replaced during a year upon demonstration to the department head by the affected employee reasonably showing that the shoe wear and tear was caused by usage performed in the course and scope of employment for the City and that replacement is necessitated by safety requirements. Disputes regarding shoe replacement shall not be subject to the grievance procedure or to any other method of administrative or judicial appeal. Additionally, the City will endeavor to cause its vendor(s) to make available several different styles of Cal-OSHA approved shoes from which the employee can make his/her selection. However, authorization to purchase any pair of shoes must be provided by the department head, with cost and safety being principal factors in determining the authorization that any particular pair of shoes be purchased.

27.0 BONDING

Whenever the City requires the bonding of any employee or the carrying of any insurance for the indemnification of the City, the City shall pay the premiums for the same. Should an individual in the employ of the City at the time of adoption of the MOU be refused bonding by a company, the City agrees to make a reasonable effort to secure a bond. However, if a bond or insurance cannot be secured, the employee shall be restored to the immediate prior position, if any, held by the employee and which carries no bonding or insurance requirement, and none exists, then the employee shall be dismissed. Any individual hired after the adoption date of this

MOU shall be dismissed without the right of administrative or judicial appeal, if a bond or insurance cannot be secured.

28.0 PAY DAY AND PARKING

28.1 Employees shall be paid every two (2) weeks.

28.2 The City will provide parking for all employees at no cost to the employees.

29.0 OVERPAYMENTS AND REPAYMENTS

29.1 If it has been discovered that the City has made an overpayment to a City employee, the City shall notify the employee in writing and supply the employee with documentation explaining the overpayment. If the employee contends that any portion or the entire amount is not owed, they may request a meeting with the City within ten (10) days of notification to attempt to resolve the disagreement. The employee may have a Union representative attend such meeting(s) with them.

29.2 An employee will pay no penalties, fees or interest as a result of the overpayment. When the City and employee mutually agree upon how repayment will be made, the employee shall have the right to select one of the following options for repayment:

- a. Lump sum payment with the date mutually agreed upon by the employee and the City.
- b. Biweekly installment payments through payroll deduction (installment payments shall not exceed the biweekly amounts that were overpaid to the employee unless the employee agrees in writing to such higher amount).
- c. Any other repayment method mutually acceptable to the employee and the City.

29.3 Any final agreement for repayment will be committed to writing, with the the lump sum payment date, or the biweekly amount and the beginning and ending date of the installment plan identified.

29.4 The employee may be referred to the Director of Finance and/or City Manager for collections only when the employee, after being duly notified of the overpayment and having had a reasonable opportunity to review the relevant documentation, refuses to agree to a repayment of the amount owed under mutually agreeable terms. The employee will be notified of the referral and informed that the Director of Finance/City Manager may proceed with collection as it would for any other debtor and/or possibly make a criminal referral where legally appropriate.

29.5 Notwithstanding section 29.2(b), in the event the employee separates from employment during the collection period, the final amount shall be deducted from the last payroll check of the employee. If applicable, the balance due from the employee shall be communicated upon employment separation if the last payroll check does not sufficiently cover the amount due to the City.

30.0 TRAINING SCHOOL FEES

30.1 Where, as a condition of employment, the City requires attendance at a school or training establishment, and where a fee is charged for such instruction or training, the fee shall be borne by the City.

30.2 All employees required to attend a training school, seminar, etc., as a condition of employment, will be compensated pursuant to the FLSA regulations.

30.3 Scheduling of attendance at such schools or seminars shall be at the option of the City.

30.4 The City will determine the need for job-related training and certification of the employees. The training received will be in correlation to their duties and responsibilities. The City will provide funding for the training received.

31.0 EDUCATIONAL REIMBURSEMENT

31.1 The Educational reimbursement program shall consist of full reimbursement up to the limit of two thousand five hundred (\$2,500.00) dollars per year per eligible full-time employee prescribed for books, tuition and parking for job-related courses not offered through the City's in-service training program, provided that the courses are approved by the Department Head prior to registration and proof of passing grades ("B" or better and "Pass" if pass/fail) and official receipts are provided to the Department Head after course completion. Specific courses, degree and certificate programs require pre-authorization by the City Manager's Office and are considered on a case by case basis.

31.2 Costs must be incurred and requested during the same fiscal year.

32.0 FRINGE BENEFITS

32.1 Commencing July 1, 1989, the City shall pay the median amount of all medical insurance offered for medical insurance premiums for the employee and two (2) dependents, for full-time and part-time bargaining unit employees.

32.2 The City shall offer major medical health insurance for City employees through a contract with Public Employees Retirement System.

32.3 The City shall offer a dental plan for City employees and pay up to two hundred (\$200.00) dollars per month of the premium upon City Council approval of this MOU for either the Dental HMO or PPO with the remaining cost to be paid for by the employee and does not offer an employee funded accidental death and disability, cancer, and life insurance policies.

Employees of this bargaining unit agree to supplement any and all additional premium increase due to a better quality dental plan; beyond the City's current premium amount for employees. Part-time bargaining unit employees shall receive a dental plan at one hundred (\$100) dollars per month for HMO or PPO dental plan premium paid by the City.

32.4 The City shall provide annually on a fiscal year basis a vision-care reimbursement up to, but not to exceed, eight hundred fifty (\$850.00) dollars for full-time and four hundred twenty five (\$425) dollars for part-time bargaining unit employees upon City Council approval of this MOU, covering each employee and their family, upon the providing of timely receipts and other evidence of use.

32.5 The City shall provide a life insurance policy of \$50,000 to each full-time employee effective as soon as practicable after July 1, 2021, or City Council adoption of the successor MOU, whichever is later.

32.6 The City shall provide a pre-tax Flexible Spending Account (FSA) for full-time bargaining unit employees, for medical expenses and a pre-tax Flexible Spending Account (FSA) for dependent care expenses, effective as soon as practicable after July 1, 2021, or City Council adoption of the successor MOU, whichever is later.

32.7 Any employee desiring to contribute blood in accordance with a recognized blood donor program shall be entitled to be absent from work for two (2) consecutive hours; and such employee shall not, because of so absenting himself, be liable to any penalty, or suffer any loss of income, provided that written approval of the immediate supervisor for such time off has been obtained, except in emergency. The employee shall submit appropriate documentation of having donated blood upon returning to work.

32.8 In the case of an employee needing to use a private vehicle during the course of City business, mileage incurred during such travel shall be reimbursed by the City. Expense claims for the use of private automobiles on City business must be submitted to the City Manager via the Director of Finance. Such use, if approved, in writing, will be reimbursed at the then current rate established by the Internal Revenue Service.

32.9 The City shall hold a benefits workshop for bargaining unit employees.

33.0 STATE DISABILITY INSURANCE

The City will provide employees covered herein with State Disability Insurance (SDI), pursuant to Unemployment Insurance Code Section 710.5. The City shall pay fifty percent (50%) of the cost of the premium, as it from time to time exists.

34.0 RETIREMENT BENEFITS

34.1 **PEPRA Implementation.** The pension reforms required by the California Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title 1 of the Government Code) (hereinafter "PEPRA") shall be implemented, as well as any amendments thereto or related statutes that are enacted with similar mandatory provisions. This does not include implementation of any pension reforms that are not made mandatory by PEPRA, and, to the extent required by law, the City and Union representatives will meet and confer in the future over any other changes resulting from PEPRA or related statutes before they will be implemented.

34.2 **Retirement Plan.** For all full-time bargaining unit employees hired before July 1, 2012, retirement benefits shall be as provided in the City contract with the California Public Employees' Retirement System ("CalPERS") for the 2.7% @55 retirement formula/plan. Said

employees shall be entitled to final compensation based on their single highest pay rate and qualifying special compensation during any single year, as defined by CalPERS.

For all full-time bargaining unit employees hired on or after July 1, 2012 and before January 1, 2013, retirement benefits shall be as provided in the City contract with CalPERS for the 2%@60 retirement formula/plan. Said employees shall be entitled to final compensation based on the highest average pay rate and qualifying special compensation during any consecutive three-year period.

For all full-time bargaining unit employees hired on or after January 1, 2013 and determined by CalPERS to be “Classic” CalPERS member employees, as defined in PEPR, retirement benefits shall be what that they would have been eligible for had they been hired on December 31, 2012, which means the same formula as those hired on or after July 1, 2012 and before January 1, 2013. Thus, Classic CalPERS members shall receive retirement benefits as provided in the City contract with CalPERS for the 2%@60 retirement formula/plan. Said employees shall be entitled to final compensation based on the highest average pay rate and qualifying special compensation during any consecutive three-year period.

For all full-time bargaining unit employees hired on or after January 1, 2013 and determined by CalPERS to be “Non-Classic” CalPERS member employees, as defined in PEPR, retirement benefits shall be as provided in the City contract with CalPERS for the 2%@62 retirement formula/plan. Said employees shall be entitled to final compensation based on the highest average pay rate and qualifying special compensation during any consecutive three-year period.

34.3 Retirement Health Benefits. Pursuant to Resolution 3998, adopted by the City Council on June 26, 2007, the percentage of employer contribution payable for postretirement

health benefits for employees hired on or after August 1, 2007, shall be based on the member's completed years of credited services based upon Government Code Section 22893, plus administrative fees and contingency reserve fund assessments. This vesting schedule requires a minimum of ten (10) years of CalPERS service credit to receive fifty percent (50%) of the employer contribution, five (5) of those ten (10) years of service must be performed with the City, and each additional service credit year after ten (10) years increases the employer contribution by five percent (5%). At twenty (20) years the retiring employee is eligible for one hundred percent (100%) of the employer contribution.

34.4 Employer Paid Member Contribution (EPMC). Effective July 1, 2012, the City ceased all EPMC, and all bargaining unit employees are required to pay the following individual member contributions:

- All bargaining unit employees in the 2.7% @55 retirement plan shall pay their full CalPERS member contribution required by CalPERS, which is currently eight percent (8%) of reportable earnings.
- All bargaining unit employees in the 2% @60 retirement plan shall pay their full CalPERS member contribution required by CalPERS, which is currently seven percent (7%) of reportable earnings.
- All bargaining unit employees in the 2% @62 retirement plan shall pay their full CalPERS member contribution required by CalPERS, which is currently six and one-quarter percent (6.25%) of reportable earnings.

All employees shall have the option to have a salary adjustment in the form of a tax deferred income payment for their CalPERS member contribution in accordance with the provisions of Internal Revenue Code Section 414(h)(2).

34.5 Deferred Compensation. The City shall offer up to a maximum of a 5 percent (5%) dollar to dollar match of gross monthly salary to those full-time bargaining unit employees voluntarily contributing to their elective 457 deferred compensation plan.

34.6

35.0 TRANSFERS

35.1 Definitions:

- a. Transfer – is defined as a relocation of a unit member from a work site to another worksite in the City or a change of an employee from one position to another position in the same class or in a comparable class.
- b. Voluntary Transfer – is defined as a transfer initiated by the unit member
- c. Involuntary Transfer – is defined as a transfer initiated by the City

35.2 **Involuntary Transfer:** Transfers of bargaining unit members may be initiated by the City at any time such transfer is in the best interest of the City as determined by management, only after consideration of all relevant factors, including the impacts and effects on the employee and the hardship which may be imposed on the employee. The unit member involved shall be given seven (7) calendar days notice. If requested by the unit member, a conference will be held between the appropriate manager and unit member in order to discuss the reasons for the transfer. Involuntary transfer shall not be made for arbitrary or capricious reasons.

35.3 **Voluntary Transfer:** The procedure for voluntary transfers shall require the following process:

- a. Notice of all job vacancies within the bargaining unit to be advertised to unit members via email.
- b. The Union upon written request shall be provided with the names of the unit member(s) who applied for the vacancy upon completion of the recruitment process.

- c. The job vacancy shall remain open for a period of six (6) working days, during which time unit members may apply for a lateral transfer/voluntary demotion.
- d. Only unit members who have completed their probationary period may apply and if they meet the minimum qualifications will be granted an interview which shall occur prior to interviewing external candidates.
- e. The City may conduct an open competitive recruitment simultaneously with the internal lateral transfer. Final selection, if any, may be made from all qualified applicants. An approved transfer resulting from the request of a unit member shall not establish a probationary period. Voluntary transfers shall not be denied for arbitrary or capricious reasons.
- f. No person shall be transferred to a position for which he/she does not possess the minimum qualifications. An employee may be transferred by the Appointing Authority at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.

36.0 DISCIPLINE POLICY AND PROCEDURE

36.1 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.

36.2 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. The City will not use supporting documents older than three (3) years when considering a disciplinary action.

36.3 At the request of the employee, Union representation will be provided during investigative conferences that may result in formal discipline. "Disciplinary Action" means action taken by the Department Director or designee for disciplinary reasons. Pre-disciplinary and 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. 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.

36.4 Forms of Pre-Discipline and Discipline:

- a. Informal Discussion: Though not a disciplinary action, when a minor job performance problem develops, an informal discussion shall usually occur with the immediate supervisor 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.
- b. Formal Warning: Though not a disciplinary action, a formal warning may be given by the supervisor/department director 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.

- c. Written Reprimand: The written reprimand shall be given by the Department Director or designated authority when a formal warning has not succeeded in stopping minor 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.

- d. Disciplinary Suspension: Disciplinary suspensions without pay are actions which generally deprive an employee of pay for any period up to thirty (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 thirty (30) business days. Minor suspensions can be 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.

- e. 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.

- f. 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.

- g. Dismissal: Dismissal or involuntary separation of an employee from City employment shall be imposed only when all other disciplinary measures of the same offense have failed and the employee is deemed beyond rehabilitation or when an act of misconduct is deemed very serious. An employee who has passed probation may be only be dismissed by the Department Director for just cause as outlined herein.

- h. 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 the discipline or the resignation. A resignation must be completely voluntary.
- i. 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.
- j. Disciplinary action may be taken against a regular employee for cause. The extent of the disciplinary action taken shall be commensurate with the offense and the prior employment history of the employee.

36.5 Grounds For Disciplinary Action

- a. Discipline shall meet the 7 factor test for just cause. Including the following
 - (1) Reasonable Rule or Work Order
 - (2) Notice to Employee
 - (3) Sufficient Investigation
 - (4) Fair Investigation
 - (5) Proof

(6) Equal Treatment

(7) Appropriate Discipline

b. Disciplinary action may be taken for any cause, which may include, but not be limited to, the following, as they relate to the employee's ability to perform functions required by employment with the City:

(1) Fraud in securing employment or making a false statement on an application for employment.

(2) Incompetence, such as inability to comply with the minimum standards of an employee's position.

(3) Inefficiency or inexcusable neglect of duty, such as failure to perform duties required of an employee within his/her position.

(4) Disobedience and insubordination, such as failure to submit to duly appointed and citing supervision or to conform to duly established orders or directions of persons in a supervisory position.

(5) Dishonesty involving employment including, but not limited to, making false statements during an investigation. Falsifying or making dishonest or false statements or information on any City document or regarding any work matter.

(6) Reporting to work under the influence of alcohol, illegal drugs, controlled substances, narcotics, or using, selling or possessing them on City premises.

(7) Excessive or inexcusable tardiness or absenteeism, and inexcusable absences.

- (8) Abuse or misuse of sick leave or any other leave provided by the City.
- (9) To the extent permissible by federal and state law, the conviction of either a misdemeanor or a felony in which there is a nexus to the job.
- (10) Discourteous treatment of other employees or the public.
- (11) Improper or unauthorized use of City property.
- (12) Violation of the rules and regulations published in any department.
- (13) Inattention to duty, indolence, carelessness or negligence in the care and handling of City property.
- (14) Refusal to subscribe to any oath or affirmation which is required by law in connection with City employment.
- (15) Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the City, the employee's department or division.
- (16) Consistent with applicable law, including but not limited to the Americans with Disabilities Act, the Rehabilitation Act of 1973 and the Fair Employment and for the proper performance of his/her duties if no reasonable accommodation can be made.
- (17) To the extent permissible under federal and state law, outside employment not specifically authorized by the City Manager.
- (18) Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation, the intent of

which is to cause an employee to perform his/her official duties.
This does not include employee recognition awards by the City.

- (19) The refusal of any officer or employee of the City to testify under oath before any Grand Jury having jurisdiction over any then pending cause or inquiry, in which the investigation of government bribery or misconduct in City office is involved shall constitute in itself sufficient grounds for the immediate discharge of such City officer or employee.
- (20) Violation of any of the provisions of the ordinances, resolution or any rules, regulations or policies which may be prescribed by the City Council or City Manager.
- (21) Improper political activity. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours or in a City uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in uniform. Activities not affected: Nothing in these rules and regulations shall be construed to prevent any officer or employee from becoming or continuing to be a member of a political club or organization, or from attendance at a political meeting, or from enjoying entire freedom from all interference in casting his/her vote or from seeking or accepting election or appointment to public office, provided, however, that a

person holding a position in the classified service must resign his/her position in the classified service upon being elected to the office of any elective office of the City.

- (22) Conduct unbecoming an employee of the City.
- (23) Possessing firearms or other weapons on City property (unless employee is required to carry a firearm or other weapon as a condition of employment).
- (24) Fighting, assaulting, threatening or intimidation of co-workers, customers or the general public.
- (25) Sleeping on the job without authorization.

36.6 Effective Date of Discipline

A disciplinary action shall be effective as of the time designated by the person or persons authorizing the action, provided that no disciplinary action may be given an effective date which is prior to the date described in Final Action below.

36.7 Authority to **Issue** Disciplinary Action

Any suspension, reduction in pay, demotion, or termination shall be commenced by means of a written "Notice of Intent to Suspend, Reduce in Pay, Demote or Terminate" prepared by the Department Head and then served upon the affected employee. The affected employee shall have a right to respond to the "Notice" as set forth below. However, written reprimands, transfers or reassignments whereby the potential economic impact (without regard to real or possible losses of overtime compensation) upon the affected employee is in an amount less than the employee's scheduled daily compensation, shall not be subject to this Section and shall not

give rise to any form of post-Department Head administrative or judicial appeal and the determination of the Department Head shall be final and conclusive.

36.8 Form of Disciplinary **Action** Notice

In cases of discipline, written notice of the intended action shall be given to the employee setting forth the following information:

- a. The disciplinary action intended.
- b. The specific causes upon which the action is based.
- c. The summary of the facts upon which the charges are based.
- d. A copy of all written materials, reports, or documents upon which the discipline is based.
- e. Notice of the employee's right to respond to the charges either orally or in writing.
- f. The date, time and person before whom the employee may respond.
- g. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

36.9 **Employee Response to Notice of Disciplinary Action**

The employee shall have five (5) business days from the date the "Notice" is served on him/her to advise of his/her intent to participate in a pre-disciplinary meeting pursuant to the procedures set forth in this MOU and Skelly v. State Personnel Board. This pre-disciplinary meeting shall be presided over by the City Manager or his/her designee. Any such requests to convene a pre-disciplinary meeting shall be in writing and shall be postmarked within five (5) business days from the date the "Notice" is served upon the employee. If the employee either fails to request a pre-disciplinary meeting or fails to do so in a timely manner, then at the

expiration of the five (5) business day period for serving such request, the City Manager or his/her designee may render a determination based solely upon the pre-disciplinary supportive documents that were served upon the employee in accord with the Notice provision set forth above.

36.10 Imposition of Disciplinary Action

After considering the employee's response, if any, to the "Notice" or after the expiration of the time to respond and no response having been made, the City Manager shall: (1) dismiss the notice and take no disciplinary action against the employee or (2) modify the notice or (3) prepare and serve upon the employee a notice of imposition of disciplinary action. The notice of imposition disciplinary action shall include the following:

- a. The disciplinary action taken.
- b. The effective date of the disciplinary action taken.
- c. Specific charges upon which the action is based.
- d. A summary of the facts upon which the charges are based.
- e. The written materials, reports and documents upon which the disciplinary action is based.
- f. An explanation of the appeal procedures.

36.11 Disciplinary Appeals Procedure

a. Right of Appeal

Any regular employee in the competitive service shall have the right to appeal to the City Council any disciplinary action involving dismissal, demotion, reduction in pay, and suspension within ten (10) calendar days of the imposition of disciplinary action. The City Council has discretion to

designate that the hearing be conducted by a hearing officer. In those cases where the City Council does designate that the hearing be conducted by a hearing officer, the costs attendant to retention of the hearing officer, court reporter, or tape recorder, and transcripts shall be borne by the City. If a Hearing Officer is designated, the parties shall select said Hearing Officer by mutually requesting a list of seven (7) names from an arbitration service selected by the City. The parties shall then alternately strike names from the list until one name remains. Said person shall be the Hearing Officer.

b. Method of Appeal

Appeals shall be in writing, subscribed by the applicant, and filed with the Personnel Officer, who shall inform the clerk to the City Council and such other persons or officers named or affected by the appeal or the filing of the appeal. The appeal shall be a written statement, addressed to the Personnel Officer, explaining the matter appealed from and setting forth the ground for the appeal and the action desired by the appellant. Upon the filing of an appeal, the Personnel Officer shall set a date for a hearing on the appeal not less than ten (10) calendar days nor more than thirty (30) calendar days from the date of filing. The time limitation can be extended unilaterally by the Personnel Officer upon a showing of good cause to do so. The Personnel Officer shall notify all interested parties of the date, time and place of the hearing

c. Appeal Hearing

- (1) All hearings shall be closed unless the employee requests in writing five (5) calendar days before the hearing that the hearing be open to the public.
- (2) The City Clerk shall issue subpoenas and subpoena duces tecum at the request of either party prior to the commencement of the hearing.
- (3) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions and irrelevant and unduly repetitious evidence shall be excluded. The City Council or Hearing Officer shall not be bound by technical rules of evidence. The City Council or Hearing Officer shall rule on the admission or exclusion of evidence.
- (4) Each party shall have these rights: To be represented by legal counsel or other person designated by the exclusive bargaining agent (or

absent such bargaining agent, as designated by the Appellant) to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation.

- (5) The hearing shall proceed in the following order, unless the City Council or Hearing Office, for special reasons, otherwise directs:
- A. The party imposing discipline shall be permitted to make an opening statement;
 - B. The appealing party shall then be permitted to make an opening statement;
 - C. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
 - D. The party appealing from such disciplinary action may then offer his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;

- E. The parties may then, in order, respectively offer rebutting evidence only, unless the City Council or Hearing Officer, for good reason, permits them to offer evidence upon their original case.
- F. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the City Council or Hearing Officer. The City shall have the right to open the closing arguments followed by the employee. The City then has a right to reply.
- G. The City Council or Hearing Officer shall determine relevancy, weight, and credibility of testimony and evidence. The City Council or Hearing Officer shall base its findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the City Council or Hearing Officer, for good cause, otherwise directs. The City Council or Hearing Officer shall render judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) calendar days after conducting the hearing. The thirty (30) day deadline may be extended upon a showing of good cause. The decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision shall set forth findings of

fact and conclusion. The hearing officer's decision shall be advisory only to the City Council.

H. The Hearing Officer may recommend sustaining or rejecting any or all of the charges filed against the employee. The Hearing Officer may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. The Hearing Officer's decision and recommendation shall be filed with the City Manager for transmission to the City Council, with a copy sent to the charged employee. If it is a dismissal hearing and a dismissal is not the Hearing Officer's recommendation, the opinion shall set forth the recommended date the employee is recommended to be reinstated and/or other recommended action.

I. Within thirty (30) calendar days of the receipt of the recommendation, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or decision of the Hearing Officer. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from both sides. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision shall be filed where

appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council. Each party shall bear its own witness and attorney fees.

- J. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

37.0 GRIEVANCE POLICY AND PROCEDURE

37.1 Purpose of Grievance Policy

- a. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- b. To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.
- c. To provide that grievances shall be settled as near as possible to the point of origin.
- d. To provide that appeals shall be conducted as informally as possible.

37.2 Definition of Grievance

A grievance is defined as any dispute involving the interpretation, application or alleged violation of the City's Personnel Rules and Regulations and/or Memorandum of Understanding between the City and Local 911 of the California Teamsters, but which does not involve disciplinary action.

37.3 Grievance Procedure

a. Procedural Step 1

An employee who has a grievance shall bring it to the attention of his/her immediate supervisor within ten (10) working days of the occurrence of the act. If the employee and the immediate supervisor are unable to resolve the grievance within ten (10) of the supervisor's working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the following information:

- (1) The name of the grievant.
- (2) The grievant's department and specific work site.
- (3) The name of the grievant's immediate supervisor.
- (4) A statement of the nature of the grievance including date and place of occurrence.
- (5) The specific provision, policy or procedure alleged to have been violated.
- (6) The remedies sought by the grievant.
- (7) The name of the individual or organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.
- (8) Date of submission of the grievance.

b. Procedural Step 2

An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to his/her Department Head within ten (10) working days from the date of the immediate supervisor's decision. The Department Head or designated representative shall respond to the grievance in writing within ten (10) of his/her working days from the date of its receipt.

c. Procedural Step 3

If the employee is dissatisfied with the decision of the Department Head in Step 2, he/she may submit the grievance to the City Manager within ten (10) working days from receipt of the Department Head's response. The City Manager, or his/her designated representative, shall respond to the grievance in writing within ten (10) of his/her working days of its receipt. This period of response may be extended. Within this period, the City Manager, or his/her designee necessitating an informal or formal investigation at his/her discretion, may conduct an informal hearing involving the parties to the dispute. The decision of the City Manager is final.

37.4 Grievance Conditions

- a. Any time limit set forth in this Grievance Policy and Procedure may be extended by written notification from the City Manager to the grievant or the recognized employee organization representing him/her.

- b. Failure on the part of the grievant or his/her designated representative to comply with the time limits of this procedure or any extension thereto shall constitute a withdrawal of the grievance without further recourse to resubmittal under this procedure. Failure on the part of the City to comply with prescribed time limits or extension thereto shall result in the grievance being moved to the next step of the procedure.
- c. A representative of a recognized employee organization which represents the grievant's position shall be entitled to be present at any hearing held in connection with Step 2 and Step 3 of this procedure.

37.5 Prohibition on Retaliation

The City shall not discriminate, harass, or retaliate against any employee or employees who participate in the grievance procedure. Prohibited conduct includes but is not limited to discharge or otherwise retaliatory conduct, including intimidating, restraining, coercing, blacklisting, or disciplining an employee with respect to compensation or any other terms, conditions or privileges of employment as a result of that individual's exercise of rights provided by the grievance procedure. Retaliation and harassment are a form of unlawful discrimination.

38.0 UNION BUSINESS & NEW EMPLOYEE ORIENTATION

38.1 Authorized agents of the Union shall have reasonable access to the City's establishment during regular working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that this MOU is being adhered to; provided, however, that they shall first secure approval from the City Manager or his designee and such right of entry shall, at all times, be subject to general City rules applicable to non-employees. Union

employees will address their concerns with appointed union stewards. No written correspondences to Union representatives will be performed on City time.

38.2 The City will notify the Union in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Union shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Union with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers. The City will provide the Union a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

38.3 Pursuant to Government Code section 6254.3, the City will not provide the Union with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the City regarding non-disclosure of said information.

39.0 STEWARDS

39.1 The City recognizes the right of the Union to designate five (5) Union employee stewards and alternates, but with no more than two stewards from any single department. The authority of job stewards and alternates so designated by the Union shall include:

39.2 Investigation and presentation of grievances with the City of the designated City representative in accordance with the provisions of the collective bargaining agreement and/or Personnel Rules.

39.3 The transmission of such messages and information which shall originate with and be authorized by the Union or its officers.

39.4 Stewards shall be permitted reasonable time to present and process grievances during working hours and in City work areas without loss of regular straight time pay during his regular working hours and where mutually agreed to by the Union and the City, off the property or other than during his regular schedule without loss of time or pay.

39.5 The City shall grant each steward, to a maximum of four (4) stewards, eight (8) hours per year for purposes of attending a union conducted seminar or training program approved by the City, provided that the City is notified at least two weeks in advance of the program.

39.6 Time spent in negotiations and grievance meetings with the City by recognized members of appropriate authorized committees will be compensated for in such a manner as to allow up to eight (8) hours of pay at the basic straight time rate for such time used to attend such meeting when it occurs on the employee's regularly scheduled shift. Grievances not on the employee's regularly scheduled shift shall be scheduled by mutual agreement. Such time shall not be considered as time worked for computation of overtime. The City will not pay such

compensation for more than four (4) employees for negotiation meetings, or more than two (2) employees for grievance meetings.

39.7 One steward representative shall be allowed to attend any Emergency Operations Center (EOC) meeting effective after City Council adoption of the successor MOU.

39.8 No steward shall conduct him/herself in such a manner as to interfere with the operations of the City. Such actions may be deemed misconduct of a disciplinary nature.

40.0 POSTING NOTICES

40.1 The Union shall have the right to post on bulletin boards, in the space provided for Union matters, notices of Union meetings, elections, results of elections.

40.2 All notices shall be presented to the City Manager prior to posting.

40.3 A bulletin board will be provided upon which the Union may post only notices of recreational and social affairs, notices of meetings or elections, results of elections, appointments and other matters pertaining to Union business or those matters which involve the Union members and their interests.

40.4 The posting or distribution of any other notices, cards, pamphlets, or literature at City work stations or on City premises shall require the permission of the City Manager.

41.0 GENDER REFERENCES

As used in this agreement, all references to gender, such as references to “he”, “him” and “his” shall apply equally to both sexes.

42.0 SAVINGS CLAUSE

Should any provision of this MOU be declared illegal or invalid by final decision of a Court of law, all other provisions of this MOU shall nevertheless remain valid, subsisting, and in

full force and effect. In the event of any such invalidation, the parties agree to meet and to attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

43.0 REOPENERS

43.1 The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues:

- a. Changes and/or revisions to the City's Employer-Employee Resolution(s).
- b. Changes and/or revisions to the City's Personnel Rules.
- c. City and Union labor represent-atives shall reconvene within ninety (90) calendar days of the adoption of the successor MOU to meet and confer over the option to telework at least one (1) day per work week with an alternative work schedule or traditional work schedule.
- d. City and Union labor represent-atives shall reconvene within ninety (90) calendar days of the adoption of the successor MOU to meet and confer over the class series within Community Services.

43.2 The parties specifically acknowledge that implementation of the re-openers as described in this MOU does not mandate the reaching of an agreement or the changing of any matters within the scope of representation, except as to the updating of the City's Employer-Employee Resolution and the City's Personnel Rules.

44.0 CITY COUNCIL APPROVAL

The Union represents that it has ratified this MOU and that its representatives signing below are authorized and empowered to make not only the ratification representation but also to execute this MOU on behalf of the Union's membership. It is agreed that this MOU is of no

force or effect unless or until considered, approved and adopted by the City Council of the City of Perris.

IT IS SO AGREED:

UNION:



Carlos Rubio
Sr. Business Representative
Local 911 (PRESIDENT)

02/20/22

Date


CITY:



Clara Miramontes
City Manager

7-20-22


Date



Michael Crijalva
Business Representative
Local 911

7/20/22

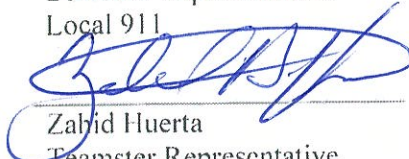
Date



Saida Amozgar
Director of Administrative
Services

7-20-22


Date



Zahid Huerta
Teamster Representative

7/20/22


Date



Colin J. Tanner, Esq.
City Labor Attorney, Lead
Negotiator

7/20/2022

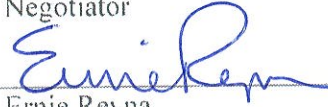
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Jeffrey Robinson
Teamster Representative

7/21/22

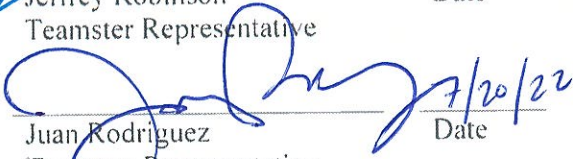
Date



Ernie Reyna
Deputy City Manager

7/20/22


Date



Juan Rodriguez
Teamster Representative

7/20/22

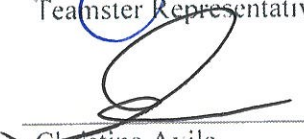
Date



Michelle Clay
Human Resources & Risk
Manager

07/20/22

Date



Christina Avila
Teamster Representative

7/20/22

Date