

Memorandum of Understanding

The City of Thousand Oaks & The Senior Management Association

July 1, 2019 – June 30, 2021

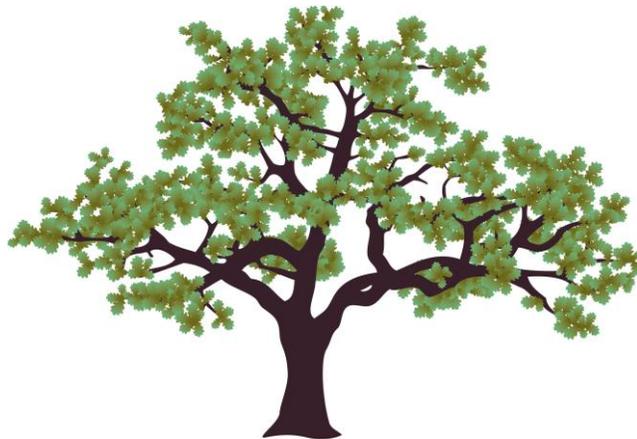


EXHIBIT A

AGREEMENT BETWEEN
THE CITY OF THOUSAND OAKS AND
THE SENIOR MANAGEMENT ASSOCIATION

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ARTICLE 1 – RECOGNITION

101 As provided by the City of Thousand Oaks (hereinafter “City”) Employer-Employee Relations Resolution (hereinafter EERR), the Senior Management Association (hereinafter “SMA”) was certified as the exclusive representative for employees in the Management, Supervisory, Confidential Unit.

ARTICLE 2 – PURPOSE

201 It is the purpose of this comprehensive Agreement, commonly referred to as a Memorandum of Understanding (MOU), to promote and provide for harmonious relations, cooperation and understanding between the Employer and employees covered herein, to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under the Agreement and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, terms and conditions of employment of the employees covered herein.

202 It is agreed that this Agreement shall be binding on the City and SMA upon implementation by the City Council.

203 Upon implementation, the Agreement shall supersede any conflicting rule, regulation or ordinance of the City.

ARTICLE 3 – TERM

301 The term of this Agreement shall be two years commencing July 1, 2019 and ending June 30, 2021. The specific provisions of the Agreement shall be effective as specified herein.

ARTICLE 4 – RENEGOTIATIONS

401 The Parties shall meet no later than March 2021 to begin negotiations on a successor Agreement.

ARTICLE 5 – INTEGRATION

501 This document embodies a written memorandum of the entire understanding and mutual agreement of the parties as required by Government Code Section 3505.1 and supersedes previous Memoranda of Understanding and Personnel Rules & Regulations.

502 This Agreement is subject to the approval of SMA members and approval and implementation by the City Council pursuant to said Section 3505.1 of the California Government Code.

- 503 During the Meet and Confer process that resulted in this Agreement, each party hereto had an unlimited right to make proposals with respect to any subject matter within the scope of the Association's representation of SMA.
- 504 All terms and conditions of employment included in this Agreement shall remain in full force and effect for the term of this Agreement as particularized herein unless the City and SMA mutually agree to amend this Agreement; however, neither party hereto shall be obliged to meet and confer during the term hereof except as provided herein.
- 505 Sections in this memo not addressed by either party shall remain in full force and effect when a successor Agreement is entered into.
- 506 The waiver of any breach, term or condition of this Agreement shall not bar future enforcement of all its terms and provisions. In the event of a violation of any part of this Agreement, failure to object to the violation shall not waive or bar future enforcement of all provisions.

ARTICLE 6 – SEVERABILITY

- 601 If any provisions of this Agreement are held to be contrary to law by court of competent jurisdiction, or by State or Federal legislation or initiative of referendum, such provisions will not be deemed valid and subsisting except to the extent permitted by law, provided, however, that all other provisions of the Agreement will continue in full force and effect; and the parties to the Agreement will immediately meet and confer upon appropriate substitute provision or provisions.

ARTICLE 7 – NON-DISCRIMINATION

- 701 In accordance with applicable law, the City and SMA shall not illegally discriminate against any employee or applicant for employment or Association membership on the basis of race, color, religion, marital status, national origin, sex, gender, gender identity, gender expression, age, military and veteran status, sexual orientation, genetic information, medical condition, disability and/or any other protected classification under applicable law.
- 702 SMA shall support the City's Equal Employment Opportunity Policy to the extent that it complies with Federal and State rules, regulations and laws enacted to achieve equal employment opportunities.

ARTICLE 8 – CLASSIFICATIONS COVERED

- 801 Employees covered by the terms of this Agreement shall be those employees in the classifications listed in Section 802. Any additional classifications developed during the term of this Agreement and designated by the City as part of the Management, Supervisory, and Confidential Unit shall be added to those classifications listed below. SMA shall be notified at least five (5) days before final

adoption by the City Council when a classification in their unit is developed or eliminated.

802 Classifications for Management, Supervisory, Confidential Unit.

- Accounting Supervisor
- Accounting Manager
- Administrative Support Supervisor
- Assistant City Attorney
- Assistant Public Works Superintendent
- Assistant to the City Manager
- Associate Human Resources Analyst
- Box Office Supervisor
- Budget Officer
- Building Inspection Supervisor
- Building Official/Building Division Manager
- Cable Operations Supervisor
- Circulation Services Supervisor
- City Auditor
- Code Compliance Manager
- Community Development Operations Manager
- Construction Inspection Supervisor
- COSCA Administrator
- Deputy City Attorney
- Deputy City Clerk
- Deputy Cultural Affairs Director
- Deputy Community Development Director
- Deputy Finance Director
- Deputy Human Resources Director/Risk Manager
- Deputy Library Services Director
- Deputy Public Works Director/City Engineer
- Deputy Public Works Director/Operations
- Disaster Services Coordinator
- Economic Development Manager
- Engineering Division Manager
- Executive Assistant
- Facilities Maintenance Supervisor
- Facilities Manager
- Fleet Services Supervisor
- House Supervisor
- Information Technology Manager
- Information Technology Supervisor
- Laboratory Supervisor
- Landscape Maintenance Supervisor
- Legal Office Assistant
- Legislative Affairs/Intergovernmental Manager
- Library Division Manager

Library Services Supervisor
Office Supervisor
Plan Check Supervisor
Planning Division Manager
Public Works Superintendent
Purchasing Supervisor
Records Management Supervisor
Revenue Operations Manager
Revenue Operations Supervisor
Senior Human Resources Analyst
Senior Legal Assistant
Street Maintenance Supervisor
Support Services Supervisor
Sustainability Division Manager
Theatres General Manager
Theatres Technical Supervisor
Utilities Maintenance Supervisor
Utilities Superintendent
Water Quality Supervisor
WWTP Operations & Maintenance Manager
WWTP Maintenance Supervisor
WWTP Operations Supervisor
WWTP Superintendent

ARTICLE 9 – ADMINISTRATIVE LEAVE

- 901 Administrative Leave is paid time off for any personal reason, except as provided in Section 902 below, so long as such leave does not interfere with the mission of the City.
- 902 Administrative Leave may not be taken for the purpose of outside employment or for self employment.
- 903 Administrative Leave shall be credited to an employee effective on the first day of the pay period closest to July 1 each year. Administrative Leave shall not be credited to any employee receiving a Needs Work or lower performance rating.
- 904 Forty (40) hours Administrative Leave shall be credited to each employee annually.
- 905 Administrative Leave must be used in the fiscal year in which it is credited.
- 906 Unused administrative leave shall not be:
- A. carried over to the next fiscal year, or
 - B. put into RHS, or
 - C. paid off at termination, or
 - D. converted to compensation in any form.

907 For employees hired after July 1, administrative leave shall be prorated based on the date of hire, per the following table:

<u>Employment Date</u>	<u>First Year Pro-ration of Administrative Leave</u>
July 1-Sept 30	40 hours
Oct 1 - Dec 31	30 hours
Jan 1 - March 31	20 hours
April 1 - June 30	10 hours

ARTICLE 10 – DEFINITIONS

1001 As used in this Agreement and any rules or policies adopted pursuant to these articles, the following terms shall be defined as follows unless otherwise indicated.

1002 **Bereavement Leave** shall mean a process whereby an employee shall be entitled to leave with pay whenever the death of an immediate family member occurs.

1003 **Business Day** is a day when the City Hall is open to the public.

1004 **Catastrophe** shall mean a severe illness or injury which is expected to incapacitate, or has incapacitated, a full-time or designated part-time employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave.

1005 **Change of Status** shall mean that employees who are transferred from permanent full-time to designated part-time or vice-versa, will retain their anniversary date for purposes of vacation, annual leave, and/or service award recognition.

1006 **Certification** shall mean the process whereby the Human Resources Director establishes a list of candidates' names who have successfully completed an examination process.

1007 **City** shall mean the City of Thousand Oaks, a municipal corporation, and where appropriated herein, "City" refers to City Council, the governing body of said City, or any duly authorized management employee.

1008 **City Manager** shall mean the administrative head of the government of the City appointed by and under the direction and control of the City Council.

1009 **Classification** shall mean positions sufficiently similar in duties, authority and responsibility to permit grouping under a common title in the application with equity of common standards of selection, promotion, transfer, demotion, and salary.

- 1010 **Classification Plan** shall mean a grouping together of positions into classes, and classes into series.
- 1011 **Classification Series** shall mean a group of classifications of the same general character of work but differing as to level of difficulty and responsibility.
- 1012 **Competitive Service** shall mean all positions of employment in the service of the City, except those specifically excluded by the Thousand Oaks Municipal Code.
- 1013 **Day** shall mean a calendar day unless otherwise stated.
- 1014 **Demotion** shall mean the movement of an employee from one classification to another classification having a lower maximum rate of pay.
- 1015 **Department Head** shall mean an officer of the City designated by the City Manager as responsible for the operations of a City department or his/her designee.
- 1016 **Designated Part-Time (DPT)** shall mean a designated permanent part-time position as being allocated in the budget and filled with an employee who is scheduled to work a minimum of 20 hours and a maximum of 30 hours a week on an ongoing basis. These positions are allocated as part of the budget process as approved by the City Manager's Office and the City Council.
- 1017 **Discrimination** shall mean any act, practice or course of conduct which constitutes or results in inequality of treatment of any person or group of persons because of race, color, religion, marital status, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, military and veteran status, genetic information, medical condition, disability and/or any other protected classification as defined in applicable State and Federal law.
- 1018 **Dismissal** shall mean separation from service for disciplinary reasons.
- 1019 **Examination** shall mean selection techniques used to measure the relative capacities of the persons applying for positions within the competitive service.
- 1020 **Employment List** shall mean a list of names of persons who may be considered for employment with the City under specified conditions.
- 1021 **Employment Standards** shall mean the experience, educational, physical, medical, licensure, certification, training standards and other requirements and required skill, knowledge, and abilities for a classification as established by the Human Resources Director.
- 1022 PURPOSELY LEFT BLANK.

- 1023 **Full-Time Employee** shall mean any probationary or permanent employee, hired into a budgeted position, who is scheduled to work a 40-hour week.
- 1024 **Employee** shall be defined, under this Agreement, as those employees who hold positions in classifications which have been included in the Unit represented by SMA.
- 1025 **Hourly Employee (To Replace Temporary Employee)** shall mean a person employed on a day-to-day basis who is compensated on an hourly basis, and receive no benefits and works less than 1,000 hours in a 12-month period.
- 1026 **Layoff** shall mean the separation of employees from the active work force due to the lack of work, funds, or the abolition of positions by the Council.
- 1027 **Limited Term Position** is one allocated in the budget to meet short-term objectives and may be phased out upon completion of assigned work programs through a particular date. The incumbent will be laid off if the position is eliminated from the City's budget regardless of any Agreement in force.
- 1028 **Management Employee** shall mean any management employee as designated by the Classification Plan. A management employee directs the work of supervisors and/or professionals of a specific Division including several functions or programs as designated by the City.
- 1029 **Miscellaneous Account** shall mean an account in which the employee floating holiday pay, employee time bank hours and DPT in lieu of holiday pay was credited.
- 1030 **Permanent Employee** shall mean an employee hired into a budgeted position for an indefinite period of time and who has successfully completed the probationary period.
- 1031 **Personnel Action Form** shall mean the document approved by the Human Resources Director which is used to make any appointment to, separation from, or any change in the employment status of an employee.
- 1032 **Position** shall mean a group of duties and responsibilities in the competitive service requiring the full-time or part-time employment of one person.
- 1033 **Probationary Employee** shall mean an employee who is serving during his/her probationary period.
- 1034 **Probationary Period** shall mean a working test period during which employees are required to demonstrate their fitness for the positions to which they are appointed by the actual performance of the duties assigned to the positions. The

probationary employee has no right to appeal disciplinary action and has no property interest in continuing employment.

- 1035 **Promotion** shall mean the movement of an employee from one classification to another having a higher maximum rate of pay within the bargaining unit, or higher total compensation in another bargaining unit.
- 1036 **Provisional Appointment** shall mean an appointment of a person who possesses the minimum qualifications established for a particular classification and who has been appointed to a position in that classification in the absence of available candidates.
- 1037 **Provisional Employee** shall mean an employee who has been granted a provisional appointment.
- 1038 **Range Change** shall mean the movement of a classification pay range from one range to another.
- 1039 **Reassignment** shall mean a change within a department of an employee from one position to another position in the same classification or in a comparable classification.
- 1040 **Reclassification** shall mean the reallocation of an individual position or group of positions or group of similar positions to a higher classification, a lower classification, or to another classification at the same level on the basis of substantial changes in such things as the nature, difficulty, and/or responsibility of duties performed in such positions.
- 1041 **Reemployment** shall mean the reappointment of an individual who has been laid off from City employment.
- 1042 **Reinstatement** shall mean the appointment of an individual who held a permanent position and voluntarily resigned from City Employment.
- 1043 **Review Date** shall mean the date upon which an employee is due for an employment performance review.
- 1044 **Seniority** shall mean continuous City service, including probationary periods successfully completed. Leaves of absence do not count for length of service.
- 1045 **Supervisory Employee** shall mean any supervisory employee as designated by the classification plan. In addition, a supervisory employee is defined as spending at least 50% of work time providing full supervision typically to three or more employees as designated by the City.

1046 **Suspension** shall mean the temporary separation from service of an employee, without pay, for disciplinary purposes.

1047 **Termination** shall mean voluntary or involuntary separation of service.

1048 **Transfer** shall mean a change between departments of an employee from one position to another position in the same classification or in a comparable classification.

ARTICLE 11 – CODE OF ETHICS

See applicable administrative policy.

ARTICLE 12 – RECRUITMENT, SELECTION & CLASSIFICATION

See applicable administrative policy.

ARTICLE 13 – REINSTATEMENT POLICY

1301 An employee who terminates employment in good standing may be reinstated to a vacant position in his/her former job classification within two (2) years of his/her termination date without requalifying for employment by competitive processes.

1302 An employee reinstated within ninety (90) days of termination date shall be considered to have continuous service and shall be credited with the amount of accumulated sick leave at the time of termination, be placed in his/her former salary range and annual leave accrual rate, and shall retain his/her review date for purposes of merit pay increases. If a review date has occurred during the period of absence, the new review date shall be effective the date of the reinstatement.

1303 An employee reinstated after ninety (90) days of his/her termination date shall be considered to have broken service (define) for purposes of salary range status and shall be considered to have broken service for all other employee benefits.

ARTICLE 14 – TRANSFER

1401 A transfer from one department to another shall require the approval of the Department Head from which and to which the employee is transferring.

1402 Such a transfer shall be initiated by request of the Department head or the employee, and such requests shall be effectuated if authorized by the Human Resources Director.

1403 A transferred employee, as defined in Section 1048 above which include Transfers pursuant to Section 1401 above, shall retain his/her rate of pay and review date for purposes of merit pay increases.

ARTICLE 15 – LAYOFF AND REEMPLOYMENT

- 1501 Layoff and Reemployment Purpose: This article provides a means to determine which employees are to be demoted or laid off when a reduction in force occurs.
- 1502 Definition – Layoff:
- A. A layoff means a separation resulting from lack of work, lack of funds, abolishment of a position, or elimination or reduction in service level as considered necessary by the City.
 - B. A layoff is not a disciplinary action.
 - C. A layoff may affect one or more departments and/or classifications as the needs of the City dictate.
 - D. Except as provided herein, the employee holding such a position or employment may be laid off or demoted without the right of appeal.
- 1503 Written Notice of Layoff: The Human Resources Director shall send written notice by registered mail to the last known address of each employee affected by a layoff at least fourteen (14) days prior to the effective date of the action or shall be personally delivered to the employee. The notice shall include the:
- A. reason for layoff; and
 - B. effective date of the action; and
 - C. seniority of the employee; and
 - D. an explanation of how the seniority was determined or computed; and
 - E. the conditions governing retention on employment from reemployment lists; and
 - F. articles regarding the waiver of reemployment and voluntary withdrawal from the reemployment list.
- 1504 Employees who are laid off shall receive two weeks of leave with pay.
- 1505 Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made in a manner consistent with Article 7, Non-Discrimination.
- 1506 Order of Layoff: The order of layoff of employees shall be made on the basis of employees' seniority.
- 1507 Seniority – Definition:
- A. Seniority shall be defined as continuous City service, including probationary periods successfully completed. Leaves of absence do not constitute a break in service, but do not count for length of service. Breaks in service for employees who previously were reinstated in accordance with Article 13, Reinstatement Policy, will be considered for seniority as per that article and section.
 - B. Seniority for designated part-time employees will be defined as a combination of continuous City service as a full-time employee, if any,

including probationary periods successfully completed, plus continuous City service as a designated part-time employee, including probationary periods successfully completed.

- C. The continuous City service as a designated part-time employee will be prorated on the basis of hours actually paid. Designated part-time employees cannot bump full-time employees. Seniority, along with the evaluation on file, will be used to determine the order of layoff and/or bumping rights for designated part-time employees.

1508 The order of layoff shall be as follows:

- A. The names of all employees occupying positions in said class shall be listed in the order of their lengths of continuous service in said class or in higher classes in the same job series.
- B. Employees will be laid off in the inverse order of their length of continuous service in their classification or in higher class in the same job series. Length of continuous service is determined based upon date of hire in the classification and higher classifications in the same job series.
- C. When employees have equal length of continuous service in a classification of higher class in the same job series, the employee with the greater length of continuous service with the City shall have the highest retention priority. If a tie occurs, priority shall be determined on the basis of the employee's rank on the certified eligibility list at the time of appointment to that class.

1509 Exceptions to Layoff Seniority: Whenever the Human Resources Director believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, skills and fitness for the work, the Human Resources Director may prepare a written request to the City Manager to grant an exception to the order of layoff after consultation with representatives of the recognized employee associations.

1510 Checkout Upon Layoff, Separation or Termination: Any employee who is laid off, terminated or who separates from the service for any reason shall turn in to his/her supervisor all City-owned equipment, including his/her City identification card and shall clear with his/her Department Head the disposition of any clothing, tools, uniforms, pagers, phones, computers, or other working materials that have been provide to the employee by the City and shall complete all exit interviews and forms which may be required by the City Manager.

1511 Bumping: The order of bumping shall be determined in the same manner in which a layoff is determined under Sections 1506, 1507, and 1508. Employees designated to be laid off may bump in the following order:

- A. First, to any vacant position in the same classification within their department for which they are qualified.

- B. Second, into any positions of the same classification held by an employee with lesser seniority elsewhere in the department.
- C. Third, if no such position exists within the Department, employees designated to be laid off may bump into any vacant position in the same classification within the City for which they are qualified.
- D. Finally, if no such position(s) exists, the employee may bump into the next classification within the same department, provided that the employee has previously held permanent status in such classification with the City, or has held permanent status in the same classification series with the City as determined by the Human Resources Director, is qualified for the position and at least one of the incumbents in the bumped classification has less seniority than the employee exercising bumping privilege.

1512 An employee wishing to exercise his/her bumping right must submit a request in writing for such action to the Human Resources Director within five (5) working days of receipt of notice of layoff.

1513 Employees bumping to a lower or similar classification shall be placed at the salary range representing the least loss of pay.

1514 The employee laid off as a result of a laid off employee's bumping to a lower classification shall receive a written notice of layoff not less than fourteen (14) days prior to the effective date of the layoff.

1515 Once an employee has been laid off or bumped the employee shall be considered as "meeting job standards" for purposes of additional bumping or layoff.

1516 Reemployment List:

- A. The names of persons laid off or voluntarily demoted into a lower classification as a result of layoff shall be entered upon a reemployment list for their formerly-held, higher classification, in order of their length of continuous service.
- B. Lists from different departments or at different times for the same classification of position shall be combined into a single list.
- C. Such list shall be used by the Human Resources Director when a vacancy arises in the same or lower classification of position before certification is made from an eligible list.

1517 Reemployment:

- A. An employee who has been laid-off or taken a voluntary demotion in lieu of layoff to a lower class may be reemployed to a vacant position in his/her former job class within two (2) years of the effective date of the voluntary demotion or layoff in the order of his/her length of service within his/her classification or a higher classification in the same job series, from the longest length of continuous service to the shortest length of continuous service.

- B. An employee reinstated to his/her former job class from a voluntary demotion shall retain his/her rate of pay.
- C. If the rate of pay is not included in the salary schedule of the former job class, the employee shall be placed in the salary range of that salary schedule which is closed to his/her rate of pay.
- D. An employee shall retain the review date for purposes of merit pay increases; however, if placed in the base step of the salary schedule, he/she shall be eligible for a merit pay increase after completing the required amount of service.

1518 Notice of Recall:

- A. Notice of Recall from layoff shall be by Return Receipt – Registered Mail and shall specify the date for reporting to work which shall not be more than fourteen (14) working days from the date the notice is received.
- B. Notice shall be deemed to have been received when sent to the last known address on file with the City and attempted delivery or delivery is certified by the Postal Service.
- C. Upon receiving notice, the person on layoff shall have ten (10) days to accept or decline the recall opportunity.
- D. Eligible persons not responding to written notification of an opening within ten (10) working days may have their names removed from the Reemployment list.

1519 Salary and Benefits on Reemployment: Reemployed employees will regain the same prior amount of service status and benefits as they had on the date of layoff.

1520 Resignation in Lieu of Layoff: An employee who elects to resign in lieu of layoff or voluntary demotion, or an employee who voluntarily wishes to resign in lieu of other employees being laid off or demoted, shall be placed on a reemployment list for two years if requested by the employee.

ARTICLE 16 – SALARY

1601 Compensation Schedule Policy: The City Council shall, by Resolution, establish a wage rate or Compensation Schedule for each classification in the competitive service. The Human Resources Director is responsible for recommending such rates or schedules to the City Council. The wage rate or Compensation Schedule for each class shall reflect fairly the similarities and differences in levels of duties and responsibilities and shall be related to compensation for comparable positions in private and public sector employment in the appropriate labor market.

1602 Salary on Employment: Newly hired employees shall be compensated at the base rate of the salary range of the job classification for which they are hired. When economic conditions, unusual employment conditions or exceptional qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interest, the Human Resources Director may authorize hiring at a higher

rate in the salary range. The provisions of this section shall also apply to reinstated employees.

1603 Salary Ranges: All employees shall be assigned to a salary range consisting of minimum and maximum amount of compensation for that range.

1604 Increases in Pay Within the Salary Range: Any pay increase within a salary range is not automatic and may be granted only for continued meritorious and efficient service by the employee in the effective performance of his/her duties.

1605 Eligibility for Increases Within the Range: An employee is eligible for consideration of a salary increase as follows:

A. For new or promotional hires, an initial increase may be granted within the range after six months of service in classification.

B. Thereafter, employee shall be folded into the annual Pay for Performance evaluation/compensation Program, including pro-ration if appropriate, per the following table:

<u>Employment Date*</u>	<u>Participate in Pay for Performance Program Begins</u>	<u>First Year Pro-ration of Eligible Salary & Merit Increase</u>
Jan	Jul	100%
Feb	Aug	92%
Mar	Sep	83%
Apr	Oct	75%
May	Nov	67%
Jun	Dec	58%
July	Jan	50%
Aug	Feb	42%
Sep	Mar	33%
Oct	Apr	25%
Nov	May	17%
Dec	Jun	8%

* If employment date is after the 15th of the month, the following month's schedule will apply.

C. Between July 1, 2019 and June 30, 2021, employees who are eligible to receive a prorated adjustment pursuant to schedule above shall receive a prorated 1.5% salary adjustment in addition to and concurrent with any merit adjustment based on the schedule above. In no case shall an adjustment result in an employee salary exceeding the 120% comparatio.

- 1606 Exceptional Salary Increases: Any increase in excess of the Merit Guide or any increase granted more frequently than provided for in these articles must be approved in advance by the City Manager.
- 1607 Effective Date of Increase: Salary increases, if granted, shall become effective on the date on the Personnel Action Form.
- 1608 Salary Increases Not Granted: When an employee is not granted a merit increase, the employee may be considered for a salary increase at a subsequent time interval as deemed appropriate by the Department Head. Since any salary increase is not automatic, any withholding, denial or delay in granting such an increase does not constitute disciplinary action and is not subject to appeal by the employee.
- 1609 Salary on Downward Reclassification: An employee reclassified to a lower job classification for other than disciplinary reasons shall retain his/her rate of pay and the salary review date for purposes of pay increases or shall be placed in lower salary schedule closest to his/her current rate of pay.
- 1610 Salary on Promotion: An employee who is promoted to a higher job classification shall be placed in a Compensation Schedule that will provide a pay increase of not less than 5%, except when the maximum of the higher salary range provides a lesser pay increase.
- 1611 Appointment Above Base Rate: When economic conditions, unusual employment conditions or exceptional qualifications of a candidate for promotion or reclassification indicate that a higher pay rate would be in the City's best interest, the Human Resources Director may authorize appointment at a higher salary within the Compensation Schedule.
- 1612 Salary on Upward Reclassification: A manager or supervisor who is reclassified to a higher job classification shall be placed at a rate of the higher salary schedule that will provide a pay increase of not less than 5%. The review date for purposes of pay increases will remain the same.
- 1613 Salary Range Change: A manager or supervisor who is reassigned to a higher salary range shall retain his/her current rate of pay. The employee's review date for purposes of pay increases will remain the same.
- 1614 Priority of Increases: When more than one personnel action involving changes in a manager's or supervisor's salary status becomes effective on the same day, all changes shall be in accordance with the provisions of the preceding sections of this article, and shall take place in the following order of precedence: 1) pay advancement or reduction in salary; 2) promotion, demotion, or reclassification 3) special salary adjustment.

- 1615 Leaves of Absence and Salary Increases: Any authorized leave of absence without pay for 30 days or more shall require an adjustment in the manager's or supervisor's review date in an amount equivalent to those days in excess of 30 days. Leave without pay in excess of 30 days will not accrue toward seniority. Merit, review and anniversary dates will be adjusted accordingly.
- 1616 Salary on Involuntary Demotion: A manager or supervisor who is involuntarily demoted shall receive a reduction in pay of five (5) percent or to the top of the lower salary range, whichever is lower. The manager or supervisor shall be given a new salary review date for purposes of merit pay increases. Except, however, that managers or supervisors demoted pursuant to a layoff who exercise their bumping rights shall be placed at the salary rate representing the least loss of pay.
- 1617 Salary on Voluntary Demotion: A manager or supervisor who has taken a voluntary demotion to a lower job class may be reinstated to a vacant position in his/her former job class within two years of the effective date of the voluntary demotion without requalifying by competitive processes. A manager or supervisor reinstated to his/her former job class from a voluntary demotion shall retain his/her current rate of pay. If the rate of pay is not included in the salary schedule of his/her former job class, the employee shall be placed at a salary rate within the range which is closes to his/her current rate of pay. The anniversary date shall be retained for purposes of pay increases; however, if placed in the base salary of the salary schedule, the employee shall be eligible for a pay increase after completing the required amount of service according to the Salary Resolution or his/her regular anniversary date, whichever is sooner.
- 1618 Reinstatement after Voluntary Demotion: A manager or supervisor reinstated to his/her former job class from a voluntary demotion shall retain their current rate of pay. If the rate of pay is not included in the salary schedule of his/her former job class, the employee shall be placed in the salary range of that salary schedule which is closes to his/her current rate of pay. The anniversary date shall be retained for purposes of merit pay increases; however, if placed in the base step of the salary schedule, the employee shall be eligible for a merit pay increase after completing the required amount of service according to the Salary Resolution or his/her regular anniversary date, whichever is sooner.
- 1619 Market Survey: The City shall periodically collect total compensation market survey data and present such data to the bargaining unit. Typically, such data shall be presented to the bargaining unit every five years, several months prior to commencement of negotiations for a successor Memorandum of Understanding.
- 1620 General Market Review Methodology:
- A. Benchmark classifications within the Unit shall be surveyed by Human Resources or its agent no later than February in years when a General Market Review is conducted.

- B. The benchmark classes will be compared to classes with similar duties and function within the comparator agencies.
- C. The survey shall ascertain the maximum salary; employer payment of the employee's retirement contribution; and agency contribution to deferred compensation, cafeteria plan, medical plan, dental plan, vision plan, agency normal cost to retirement plan, and Medicare for each of the counterpart classifications. The survey agencies shall include: City of Burbank, City of Camarillo, City of Fullerton, City of Glendale, City of Irvine, City of Orange, City of Oxnard, City of Santa Clarita, City of Santa Monica, City of Simi Valley, City of Torrance, City of Ventura, County of Ventura, Las Virgenes Municipal Water District, and Ventura Regional Sanitation District.
- D. Prior to calculation of the market rate, the agency with the lowest total compensation and the agency with the highest total compensation shall be removed. For the remaining agencies, the market rate shall be the arithmetic mean of the total compensation of the counterpart classifications as described in Section C, above.
- E. The tabulated data shall be provided to SMA and a meeting shall be held between SMA and the City prior to the adjustment of the classification ranges.

1621 Range Adjustments During Term: In recognition of general market compensation adjustments, effective July 13, 2019 and July 11, 2020, there shall be a 1.5% range adjustment for all SMA represented classifications at the 100% comparatio midpoint.

1622 Application of the Merit Guide: An employee's salary shall not change solely due to an adjustment to the salary ranges based on market data, but shall only change based on the application of the merit guide.

1623 Pay for Performance: The purpose of the Pay for Performance program is to establish and maintain a compensation program that is externally competitive and internally equitable and that rewards management employees based on their performance.

- A. Pay for performance will continue for the term of this agreement.
- B. For employees who receive a performance rating of at least "good work" (2.0 or higher) there shall be a 1.5% salary adjustment, effective July 13, 2019 and July 11, 2020, in addition to and concurrent with any adjustment based on the Merit Guide in Section 1626 below. In no case shall an adjustment result in an employee salary exceeding the 120% comparatio.

1624 Policy and Procedure:

- A. Each year the City Council will establish goals for the ensuing fiscal year.
- B. The goals will be incorporated into and addressed in the annual work objectives established by the Council during budget deliberations.

- C. Departments accountable for the work objectives will be identified.
- D. The City Manager and Assistant City Manager will establish performance objectives for Department Heads who will in turn insure that all managers and supervisors within their departments establish performance objectives.
- E. Performance objectives include major responsibilities/results expected and measurement, criteria and will be established collaboratively by each manager or supervisor and his/her direct supervisor.
- F. They will meet as necessary during the year to update the objectives and to discuss results achieved.
- G. By September first of each year, managers and supervisors will be evaluated on their performance objectives for the previous fiscal year.
- H. Performance objectives for the current fiscal year will also be established by September 1st.
- I. Managers and supervisors new to this Unit are to set performance objectives within the first two months of appointment.
- J. Performance objectives need to be periodically updated to reflect changes in work assignments.
- K. Such updates should occur during the year but must be done at least once every six months.
- L. Departments are responsible for maintaining a file for each manager's or supervisor's performance objectives and updates.

1625 Salary Distribution:

- A. Each manager or supervisor will have a comparatio computed by dividing his /her current rate of pay by the new midpoint of the salary range.
- B. Each employee's comparatio will fall within one of four sections of the salary range.
- C. The guide will be used to determine managers and supervisors salary adjustments.
- D. Managers or supervisors receiving a rating of "inconsistent" on their evaluation shall be ineligible for any salary increase but shall be re-evaluated after six months.
- E. If substantial improvement has been made, and the manager or supervisor achieves a rating of "good work" or above, the manager or supervisor shall receive a pay adjustment for the last half of the fiscal year based upon the merit guide set forth below.

1626 Merit Guide: The following Pay for Performance Merit Guide shall be in effect for evaluation purposes only beginning July of 2019 through the end of the term of this Agreement.

RATING SCALE

Great Work	3.0	4.0
Good Work	2.0	2.8
Needs Work	1.0	1.8

PERFORMANCE MERIT GUIDE

		COMPARATIO			
RATING		80 to 89.9	90 to 99.9	100 to 109.9	110 to 120
Great Work	4.0	4.5%	3.5%	2.5%	1.3%
	3.8	4.3%	3.3%	2.3%	1.2%
	3.6	4.1%	3.1%	2.1%	1.1%
	3.4	3.9%	2.9%	1.9%	1.0%
	3.2	3.7%	2.7%	1.7%	0.9%
	3.0	3.5%	2.5%	1.5%	0.8%
Good Work	2.8	3.3%	2.3%	1.3%	0.7%
	2.6	2.7%	2.0%	0.6%	0.3%
	2.4	2.2%	1.7%	0.4%	0.2%
	2.2	1.7%	1.2%	0.2%	0.1%
	2.0	1.0%	0.5%	0.0%	0.0%

1627 One-Time Payment: Effective July 13, 2019, employees shall receive a one-time, non-PERSable \$500 payment. Only employees that are active (employed by the City) as of July 1, 2019 are eligible for this payment.

ARTICLE 17 – OUT OF CLASS ASSIGNMENT

1701 When, in the determination of the Department Head and with the approval by the Human Resources Director or designee, it is necessary to specifically assign to an employee in writing all of the significant duties of a higher classification for eighty-one (81) consecutive working hours, the employee so assigned shall be compensated at the minimum rate established for the higher class or 5% above the employee's regular base rate of pay, whichever is greater, with pay effective upon the date of the change of assignment. Under no circumstances shall the employee receive an amount greater than the maximum step of the higher class. For purposes of this Article, the out-of-class workweek shall begin on the day the employee begins the duties of the higher classification, as specified in the written assignment. For an example, see Section 1711 below.

1702 This policy shall apply in temporary situations due to:

- A. The annual leave, sick leave, or other temporary absence of the employee in the higher classification.
- B. Or if the position to be filled is vacant and there is no valid eligible list for the classification. In this case, the Department Head, if he/she has initiated procedures to fill the vacancy on a permanent basis, may assign an employee to fill that position on a temporary basis. If an eligible list exists

for the vacant position, the Department Head may appoint an employee from the eligible list at the earliest possible date.

- 1703 No permanent positions shall be filled by out-of-class appointees for a period longer than sixty (60) days, except when due to special circumstances such as extended leaves of absence or in cases of emergencies as approved by the Human Resources Director. In no circumstance will the City appoint any employee to an out-of-class assignment/appointment for more than a total of 960 hours per fiscal year.
- 1704 Individuals hired specifically to temporarily fill a position vacancy due to illness, vacation, etc. are also excluded from working out-of-class.
- 1705 Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, must be capable of handling major duties of the higher level classification without any more supervision than another would in the same job.
- 1706 The mere performance of certain portions of the higher position or only performing the less difficult parts until the position is filled, does not constitute working out-of-class.
- 1707 When an employee is assigned to work in a higher-level classification that entails moving the employee into a classification represented by an employee unit other than that which represents his/her regular classification, the said employee shall not receive a change in his/her benefits. Similarly, an hourly employee temporarily filling a regular position shall receive no benefits, nor shall he/she be subject to retirement system payments.
- 1708 While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position.
- 1709 At the time an employee returns to his/her regular position, his/her salary should reflect the same salary rate he/she had previously, with any merit or salary adjustments added as appropriate. At any time during the out-of-class appointment, an employee may be removed from that appointment without the right of appeal or hearing. Out-of-class appointments may not be made in excess of authorized budgeted funds without approval of the City Manager/City Council.
- 1710 The City shall not rotate employees in and out of higher position classification assignments in order to avoid paying out-of-class compensation.
- 1711 The following is to illustrate the meaning of "81 consecutive hours" as used in this Article. Assume an employee is assigned in writing, as required by Section 1701, to begin an out-of-class assignment starting on August 7, 2017. Then the 81st hour would typically be one hour into the day on August 21. Therefore, if the employee

is still on the out-of-class assignment on August 21, the employee will be paid retroactively to August 7 at the rate specified hereinabove. If the employee continues in the out-of-class assignment past August 21, then the employee shall continue to be paid the additional compensation until the assignment ends, subject to the limitations of Section 1703.

ARTICLE 18 – OVERTIME – PURPOSELY LEFT BLANK

ARTICLE 19 – ON-CALL – PURPOSELY LEFT BLANK

ARTICLE 20 – CALL-OUT – PURPOSELY LEFT BLANK

ARTICLE 21 – STAGE WORKER – PURPOSELY LEFT BLANK

ARTICLE 22 – NIGHT DIFFERENTIAL – PURPOSELY LEFT BLANK

ARTICLE 23 – BILINGUAL PAY – PURPOSELY LEFT BLANK

ARTICLE 24 – CELL PHONE STIPEND

2401 Cell Phone Stipend: If an employee is required by his/her supervisor to use a cell phone and does not accept the City provided cell phone, the employee shall receive a stipend as provided for in the City's Administrative Policies and Procedures regarding cell phones.

ARTICLE 25 – WORK SCHEDULES

2501 Overall policy for work schedules:

- A. This policy provides a uniform set of guidelines relating to work hour schedules as set by the City. Alternate work schedules may be permitted or required of employees in those departments where it will not result in a reduction in the quality or level of service as authorized by the appropriate Department Head and approved by the City Manager.
- B. Time sheets shall reflect 80 hours worked in the pay period unless a full day absence has been taken, or a partial day absence has been taken pursuant to Section 2705 and 2706, either of which should be recorded as Annual Leave.
- C. Time sheets shall be signed by each individual employee.
- D. The work period shall be consistent with the provisions of the Fair Labor Standards Act (FLSA).

2502 9/80 Work Schedule:

- A. For all employees working the 9/80 schedule, the workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating regular day off. Regular work hours for the 9/80 schedule will be 9 hours/day.
- B. Non-exempt employees permitted or required to work on a 9/80 schedule shall have their work week defined as 40 hours each week to comply with the provisions of the Fair Labor Standards Act (FLSA).

2503 4/40 Work Schedule:

Employees who work a 4/40 work schedule typically work 10 hours/day for 4 consecutive days. Regular work hours for the 4/40 schedule will be 10 hours/day.

2504 5/40 Work Schedule:

Employees who work a 5/40 work schedule typically work 8 hours/day for 5 consecutive days. Regular work hours for the 5/40 schedule will be 8 hours/day.

2505 Flexible Work Schedules: Consistent with the needs of the City, employees are not necessarily required to work a fixed schedule. Arrival and departure times, meal and break times, and the length of the work day may vary from time to time as determined by the Department Head. Flexible work schedule (Flexitime) permits options for starting and quitting time. Example: Monday – Thursday, 7:00 a.m. – 6:00 p.m.; Monday – Thursday 12:00 noon – 11:00 p.m., etc.; 1 hour or 2 hour lunch break. Over the course of an employee's normal performance evaluation period, the employee shall utilize a combination of work time, annual leave time, holiday time, and/or other City authorized leave time equal to an average of 80 hours per pay period.

2506 Accounting of Work Hours: The reporting of the use of annual leave should normally be in increments of one full work day. Any part-time absences of less than an employee's full regular work day may be charged against the employee's paid annual leave account pursuant to Section 2705 and 2706 below.

2507 Pay Days: Regular salaries and compensation of all City employees shall be paid on a bi-weekly basis. All current and newly hired employees shall participate in direct deposit. The pay period is fourteen (14) calendar days. Payroll summaries shall normally be distributed on the following Friday. Paydays shall occur every other Friday. If paydays fall on a holiday, payroll summaries shall normally be distributed on the preceding day. If operational factors necessitate a delay in this normal schedule, payroll summaries shall be distributed as soon as possible.

2508 Lunch & Breaks: All employees shall regularly take at least a ½-hour lunch break. Two breaks are available to be taken, one at mid-morning and one at mid-afternoon per department scheduling policies. The work day hours shall not be reduced by break time not being taken. Lunch and breaks cannot be accumulated

toward time worked. The rest period and lunch break shall not interfere with the completion of regular or emergency work. If approved in advance by the Department Head or designee, employees may be allowed or required on infrequent occasions due to special circumstances to work through their lunch break and have their work day hours for that day only adjusted accordingly.

2509 Modification of Schedule: Per the staffing requirements as determined by the Department Head, arrival and departure times, meal and break times, length of work day, and number of work days and work hours in any given pay period may vary from time to time as determined and authorized by the Department Head.

2510 Provision of Meals: If an employee is required to remain at work for at least two hours following the close of his or her regular work shift for the purpose of performing emergency work, the City shall provide the employee with an adequate meal. If an employee is called at home and asked to return to work to perform emergency work, the City shall provide the employee with an adequate meal at four-hour intervals during the performance of such work. The City shall not provide meals before, during or after any work which is scheduled in advance or performed at the discretion of the employee except as approved by the Department Head.

ARTICLE 26 – HOLIDAY

2601 Recognized Holidays: The following days shall be recognized as holidays for permanent and probationary employees:

- A. January 1st, New Year's Day
- B. Third Monday in January, Martin Luther King's Birthday
- C. Third Monday in February, President's Day
- D. Last Monday in May, Memorial Day
- E. July 4th, Independence Day
- F. First Monday in September, Labor Day
- G. November 11th, Veteran's Day
- H. Fourth Thursday in November, Thanksgiving Day
- I. November, Friday after Thanksgiving
- J. December 25th, Christmas Day

2602 Every day appointed by the President, Governor, or City Council for a public feast, Thanksgiving, holiday or in memoriam when specifically authorized by the City Council, shall be a recognized holiday.

2603 Whenever any of the above listed holidays falls on a Sunday, the holiday shall be observed by the City on the following Monday. Whenever any of the above listed holidays fall on a Saturday, the preceding Friday shall be observed by the City as a holiday. As to the Library, the City shall have the ability to schedule closures in the Library on the day of the actual holiday.

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- 2605 Floating Holiday: In the first pay period each January, full-time employees shall be granted a ten hour floating holiday, to be scheduled and taken in accordance with the best interest of the City and the department or division in which the employee is employed.
- 2606 Total Holiday Hours for Full-Time Employees: It is the intent of this Article to grant all full-time employees, regardless of their work schedule, one hundred and ten hours of holiday pay each calendar year. If the application of this Article results in an employee utilizing less than one hundred and ten hours of holiday pay, the difference between the holiday hours actually used and the one hundred and ten hours shall be credited to the employee's holiday hours account. Holiday hours shall be used in the calendar year in which they are earned, and shall have no cash value. In the event an employee has not used all of their holiday hours by the end of the calendar year, employees will be able to carry over no more than 40 holiday hours into the following calendar year.
- 2607 Eligibility for Holiday Pay: To be eligible for holiday pay, an employee must be at work or on authorized paid leave of absence on the regularly scheduled workday immediately preceding the holiday or day observed in lieu of the holiday and the regularly scheduled work day immediately following the holiday or day observed in lieu of the holiday. No employee who is on suspension or unpaid leave of absence on either the regularly scheduled work day immediately preceding or immediately following the holiday or day observed in lieu of the holiday shall receive compensation for said holiday or day observed in lieu of the holiday.
- 2608 Holiday Closure:
- A. The City shall have a holiday closure at the City Hall Facility and Municipal Services Center, with minimum holiday staffing at Libraries and the Hill Canyon Treatment Plant between December 26 and 31 each year.
 - B. Employees not specifically required to work shall use accrued Annual, Miscellaneous or Administrative Leave, holiday hours, or may use Leave Without Pay during this closure.
 - C. Employees who experience a significant financial hardship due to leave banks that have been depleted due to emergency use may be accommodated through meetings with the Human Resources Department and their bargaining unit representative.
- 2609 Miscellaneous Leave Account
Effective July 1, 2015, employees may continue to use any existing time in their miscellaneous leave account, but no additional time will be added to the miscellaneous leave account.

ARTICLE 27 – ANNUAL LEAVE

2701 Policy: In lieu of vacation time or sick time, full-time employees shall receive annual leave time. Some of the appropriate uses of this leave time include the following:

- A. To provide recuperation time for an employee incapacitated due to illness, injury, or other medical disability,
- B. To allow for the quarantine of an employee exposed to a contagious disease which results in the enforced quarantine of an employee in accordance with public health regulations,
- C. To attend to the immediate health needs of family members,
- D. For attending medical or dental office appointments,
- E. To enable employees to conduct important personal business during normal working hours,
- F. To provide time for periods of rest and relaxation; or
- G. In other instances, consistent with all existing Rules and Regulations as authorized by the employee’s Department Head or representative.

2702 Employees are encouraged to accrue annual leave balance as a protection against the adverse affects of short- or long-term absences due to a major illness or injury.

2703 Annual Leave Schedule:

- A. Annual leave time will accrue on a bi-weekly basis for twenty-six (26) pay periods a year.
- B. Each full-time employee shall have annual leave time accrue for each pay period starting from the first day of probationary appointment.
- C. Accrual rates are based on years of service.
- D. Annual leave accruals rates shall be:

<u>Annual Hours</u>	<u>Bi-weekly Hours</u>	<u>Accrual Period for Years of Continuous Service</u>
190	7.308	From the beginning of the employee’s employment up to the last day of the employee’s third year of continuous service (1-3)
230	8.846	Beginning of the employee’s fourth year of continuous service to the last day of the employee’s eighth year of continuous service (4-8)
254	9.769	Beginning of the employee’s ninth year of continuous service to the last day of the employee’s thirteenth year of continuous service (9-13)
270	10.385	Beginning of the employee’s fourteenth year of continuous service to the last day of the employee’s seventeenth year of continuous service (14-17)
290	11.154	Beginning of the employee’s eighteenth year of continuous service to the last day of the employee’s twenty-second year of continuous service (18-22)
306	11.769	Beginning of the employee’s twenty-third year of continuous service to the last day of the employee’s twenty-eighth year of continuous service (23-28)

2704 To aid in recruitments, newly hired employees will be credited with two weeks annual leave upon the date of hire. This is to compensate for the fact that annual leave includes both vacation and sick time and such a credit would allow new hires to start with a minimum of useable hours. The City Manager or his/her designee shall also have the discretion to place a newly hired employee at up to the third level of accruals, i.e., the newly hired employee would receive credit for 4 or 9 years of service, and immediately begin earning 230 or 254 hours of annual leave per year, respectively.

2705 Annual Leave Usage: Paid annual leave shall continue to accrue in accordance with the provisions of Section 2703 during any authorized period of leave with pay. All annual leave shall be scheduled and taken in accordance with the best interest of the City and the department or division in which the employee is employed. Effective July 1, 2020, the maximum amount of annual leave that may be accrued shall not exceed nine hundred (900) hours.

Effective July 1, 2020, any employee with accruals in excess of 820 hours shall have hours in excess of 820 hours put in a separate 2020 one-time annual leave bank. There will be no conditions related to the usage and/or cash out of annual leave from this 2020 one-time annual leave bank (the usage and cash-out limits provided for in Section 2710 shall not apply to any such cash out(s)). By the last pay period in June 2021, any remaining hours shall be cashed out.

In no case shall said employees be allowed to again accumulate in excess of nine hundred (900) hours of annual leave.

2706 Reporting Annual Leave: The reporting of the use of annual leave shall be in increments of full work days, except that an employee shall be required to report an absence of less than a full day for time taken off on either Christmas Eve or New Year's Eve or for time taken for regularly scheduled or recurring personal appointments. Also, the City may require an employee to report an absence of less than a full day for other days if the employee is not complying with the provisions of Section 2505 above.

2707 Family Illness-Related Usage: An employee, with the approval of his/her Department Head or representative, may be allowed to use annual leave whenever an illness occurs to a member of the employee's immediate family. For the purposes of this section, immediate family shall include mother, father, brother, sister, spouse, child, domestic partner, child of domestic partner, or parent of a spouse, or a member of the employee's immediate household. For the purpose of this section, illness shall be defined as a situation in that the injured or ill family member requires immediate personal attention by the employee. Employees are

expected to make suitable arrangements for the care of the injured or ill family member as soon as practical following the actual illness or injury.

2708 Holidays Occurring While Using Annual Leave Time: In the event that any recognized holiday occurs concurrent with any full-time employee's use of annual leave time, the holiday shall not be charged against the employee's accrued annual leave. The only annual leave shall be those days that the employee would have been regularly scheduled to work during the annual leave period.

2709 Physician's Certificate: An employee absent on unscheduled annual leave in excess of three (3) consecutive working days due to illness or injury, may be required by his/her Department Head to submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. The Department Head may also require a written statement that such employee is able to resume his/her normal duties.

2710 Annual Leave Cash-Out: Employees may elect to receive cash equal to the employee's daily base wage for 8 hours minimum to 200 hours maximum of annual leave accrued but not taken provided the following conditions are met:

- A. The employee has taken or is scheduled to take at least 80 hours of annual and/or miscellaneous leave during the current calendar year, in which case the employee may cash out a maximum of 100 hours; for employees who have taken or are scheduled to take an additional 40 hours of annual and/or miscellaneous leave during the current calendar year, the employee may cash out up to the maximum of 200 hours.
- B. The employee will still have a minimum of 180 hours of accrued annual leave after cashing out of these days and after all scheduled annual leave has been taken during the current calendar year.
- C. The employee has taken off the required annual leave time during the time periods set forth herein. If the employee does not take off the required annual leave time during the time periods set forth herein as well as any other requirements specified in the Agreement between the City and SMA, the employee will not be able to exercise the option of cashing out annual leave for two calendar years.
- D. In calculating the hours of leave taken in subsection A, above, employee donations of leave for purposes of catastrophic illness or injury shall be included.

2711 Payment on Separation: Upon termination, an employee shall be compensated by check at his/her current rate of pay for any annual leave or miscellaneous leave accrued but not used.

ARTICLE 28 – SICK LEAVE

2801 Prior Sick Time Accruals:

- A. Employees shall retain all existing sick leave hours accrued prior to the approval of this Agreement or prior to promotion to a classification represented under this Agreement.
- B. Although sick leave will no longer continue to accrue for employees, an employee's sick leave balance will be available for use in the event of an extended illness or injury per Section 2701, Sub-sections A through D, after the employee has used 40 consecutive hours of annual leave time for such illness or injury.

2802 ANNUAL CASH OUT PURPOSELY LEFT BLANK

2803 Separation from the City:

- A. There is no payoff for sick leave upon separation from the City.
- B. All unused sick leave still on the books at the time an employee retires shall be credited 100% towards PERS retirement.

ARTICLE 29 – MATERNITY LEAVE

2901 Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, for all job-related purposes, shall be treated the same as non-service related disabilities caused or contributed to by other medical conditions, under any disability insurance or sick leave plan available in connection with employment.

2902 Written or unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement and payment under any disability due to pregnancy, childbirth or related medical conditions on the same terms and conditions as they are applied to other such disabilities.

2903 The basic principle is that women employees affected by pregnancy and related conditions be treated the same as other job applicants and employees on the basis of their ability or inability to work. Leave under this Section will be deducted from the employee's Family and Medical Leave Act (FMLA) and Pregnancy Disability Leave (PDL) allotment.

2904 Maternity Leave: An employee whose attending physician has certified that she is physically incapacitated from performing her duties due to pregnancy or childbirth is eligible for leave from her job subject to the following:

- A. Leave under this Section is debited from the employee's Family and Medical Leave allotment.
- B. An employee requesting maternity leave shall submit, in writing, her intent to take leave and the type of leave in the following order (e.g. annual leave, sick leave, and leave without pay).
- C. The leave request shall indicate whether the employee intends to return to work.

- D. The request for maternity leave shall be submitted to the Department Head and the Human Resources Director and be accompanied by the statement from the attending physician. A Leave of Absence form and a Personnel Action form shall be issued which indicates the probable length of time of the leave and a leave of absence form.
- E. In most cases, the length of time for maternity leave should not exceed four (4) months from last day worked. However, more or less time maybe appropriate depending upon the physical condition of the employee. The form and length of time of the leave shall conform to the rules and regulations of this Agreement that deal with the particular forms of leave (e.g. sick leave, vacation, and leave without pay).
- F. Leave under this article is granted according to the health of the female employee. Leave for purposes of child care after the employee is medically able to return to work shall be granted to the employee on the same basis as leave for other non-medical reasons.

2905 The City will continue to maintain and pay the premiums for health insurance coverage for up to four months while the employee is out on maternity leave. The employee is responsible for paying the costs she had previously authorized towards premiums. If the employee does not return to work following maternity leave, the City may recover premiums it paid to maintain health insurance coverage unless:

- A. The employee's inability to return to work is due to the continuation, recurrence, or onset of a health condition that entitles the employee to pregnancy disability leave, unless the employee chooses not to return to work following the leave;
- B. The employee has non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave; or
- C. There are other circumstances beyond the control of the employee.

2906 Upon the expiration of the maternity leave, the employee will be reinstated to her original or equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.

ARTICLE 30 – FAMILY LEAVE AND MEDICAL LEAVE

3001 Employees who can demonstrate the need to take time off to care for a newborn, adopted child, or foster child, or to tend to the needs of a seriously ill child, spouse, or parent with a serious health condition, or an employee who is unable to work because of a serious health condition are eligible to request a leave without pay from their job subject to the following conditions. Employees who can demonstrate the need to take time off to care for a spouse, son, daughter, parent, or next of kin who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or aggravated by service in the line of duty on active duty ("military caregiver leave")

are also eligible to request a leave without pay from their job. Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to active duty status in the Armed Forces, including the National Guard or Reserves, may also use their 12-week leave entitlement to address certain “qualifying exigencies.” Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment reintegration briefings, and arranging for parental care.

- 3002 “Eligible employee” is defined as an employee who has worked for the City for at least 12 months and for at least 1250 hours during the 12-month period before the leave.
- 3003 For purposes of this policy, “child” includes a biological, adopted, or foster child, a step child, or a legal ward, a child of domestic partner or a child who is either under age 18, or an adult dependent child.
- 3004 “Spouse” is defined in accordance with applicable state law, including common marriages and domestic partner where recognized by the State.
- 3005 “Parent” includes biological, foster, or adoptive parent, a step-parent, or legal guardian.
- 3006 A “serious health condition” means an illness, injury impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either: 1) Inpatient care in a hospital, hospice, or residential health care facility; or 2) Continuing treatment or continuing supervision by a health care provider.
- 3007 The length of leave shall not exceed 12 weeks in a rolling 12-month period, unless the employer and employee agree otherwise. The length of leave for military caregiver leave shall not exceed 26 weeks in a 12-month period.
- 3008 An employee shall submit in writing his/her intent to take such leave.
- 3009 If an employee’s need for family care leave is foreseeable, employees are required to provide reasonable advanced notice of the need for the leave and make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the City.
- 3010 The City may require certification from the health care provider of the individual requiring care. Such certification shall include a statement that the condition warrants participation of a family member, and an estimate of the amount of time the employee needs to care for the individual. If an employee requests leave because of a qualifying exigency, the City may require the employee to provide a

copy of the military member's active duty orders or other documentation issued by the military.

- 3011 Employees on unpaid family leave continue to be eligible for health plans and the same benefits as others on a personal leave without pay.
- 3012 Insurance Coverage: The City shall continue to pay the premiums for employee health, dental, vision, life and disability insurance previously paid for by the City for the period covered under this article. The employee is responsible for paying the costs he/she had previously authorized towards premiums. Any City payment of premiums and coverage beyond that time will be the responsibility of the employee.
- 3013 Nothing herein in any way limits the rights of the City to increase, decrease, and change or delete any benefit of any group insurance plans it provides to its current employees. Employees who are on a leave without pay may or may not continue under any new or revised plan subject to the carrier's or provider's approval.
- 3014 Benefits: Except to the extent provided at Sections 3012 and 3013 an employee on Family Leave shall receive no compensation and shall accumulate no annual leave, or other paid leave, except when in a paid status. Any authorized leave of absence without pay for 30 days or more shall require an adjustment in the employee's review date in an amount equivalent to those days in excess of 30 days. Leave without pay in excess of 30 days will not accrue toward seniority. Merit, review and anniversary dates will be adjusted accordingly.
- 3015 Return from Leave: Employees who take Family Leave shall be entitled, on return from leave, to be restored to the position of employment held by the employee when the leave commenced or be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

ARTICLE 31 – INDUSTRIAL ACCIDENT LEAVE

- 3101 Defined:
- A. In the event that any employee is absent from work as a result of any injury or disease which is covered under the Workers' Compensation Act, such absence shall be considered to be industrial accident leave.
 - B. Industrial accident leave benefits provided by this article shall apply to each unrelated injury or disease as defined herein.
 - C. Industrial accident leave shall be noted on the employee's time sheet.
- 3102 Compensation While on Industrial Leave: Any employee on industrial accident leave shall continue to be considered employed at regular base rate to the extent provided for in this article. Pursuant to the City's workers' compensation insurance program, payments received by or to which the employee is entitled in accordance

with the aforementioned Act shall be remitted to the Finance Department as a condition for the benefits due the employee under this article.

- 3103 Length of Leave: Industrial accident leave shall begin the first day of such absence as defined in Section 3101 and shall continue for a total of not more than 173 hours. In the event that an employee who has returned to duty from industrial accident leave is subsequently absent from work as a result of the same injury or disease, such absence shall be considered to be a part of the original industrial accident leave.
- 3104 Annual Leave: No employee shall have sick leave or annual leave deducted while on industrial accident leave. Annual leave shall continue to accrue for any employee on industrial accident leave in accordance with the provisions of Article 27, Annual Leave.
- 3105 Filing of Report: All injuries sustained in the course of employment shall be reported at once to the employee's supervisor. The employee's immediate supervisor shall notify his/her division manager/supervisor and shall file a written accident investigation report to the appropriate Department Head. When applicable, the Department Head shall file a completed Workers' Compensation claim with the Human Resources Director. The Human Resources Director shall review and sign the Workers' Compensation claim and submit it for processing with the City's third party administrator.

ARTICLE 32 – BEREAVEMENT LEAVE

- 3201 Any use of bereavement leave requires notification of the Department Head.
- 3202 An employee shall be entitled to three (3) working day leave with pay whenever the death of an immediate family member occurs.
- 3203 Immediate family, for purposes of this article, is defined to include the following: employee's mother, father, brother, sister, spouse, children, grandmother, grandfather, or grandchild, daughter-in-law, son-in-law; spouse's parent, grandparent, grandchild, brother, sister or child, or the same relatives of a domestic partner; employee or spouse or registered domestic partner's step-family (mother, father, brother, sister, grandparent, grandchild); , former legal guardian or immediate household member.
- 3204 Any authorized leave necessary in excess of three (3) days bereavement leave with pay shall be chargeable to sick leave, annual leave, miscellaneous, holiday hours, in that order, as approved by the Department Head.
- 3205 Employees shall be entitled to five (5) working days leave with pay whenever the death of an immediate family member necessitates traveling out of state or the country.

3206 Total bereavement leave shall not exceed 80 hours each calendar year.

ARTICLE 33 – MILITARY DUTY LEAVE

3301 City policy relating to military leave, the extent of compensation and other benefits, while on such leave shall be in accordance with City Council Resolution 2001-180 and with the provisions of all Federal and State laws.

3302 Employees entitled to military leave shall give their Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken.

3303 Active Military Duty commences when the employee has expired all the compensation provided for in the Military and Veteran’s Code of the State of California.

ARTICLE 34 – CATASTROPHIC LEAVE POLICY

See applicable administrative policy.

ARTICLE 35 – JURY AND WITNESS DUTY POLICY

See applicable administrative policy.

ARTICLE 36 – PERSONAL COURT APPEARANCE

3601 A full-time employee necessarily absent from work in response to a subpoena or other official order from a law enforcement agency to testify as a witness in cases where the employee is not a party or a real party in interest to the proceeding, but is testifying as a result of observations made in the course and scope of City employment may receive regular compensation pursuant to Article 35 Jury and Witness Duty Policy.

3602 Employees who are required to serve as such witness shall receive approval in advance by the Human Resources Director.

ARTICLE 37 – LEAVE OF ABSENCE POLICY

3701 An employee who is authorized to be absent from work and who is not on an authorized leave with pay shall be on leave without pay.

3702 Any leave of absence, with or without pay, shall not exceed three (3) months except as provided in Article 29, Maternity Leave and Article 30, Family and Medical Leave. Should an employee request leave beyond three (3) months, approval will be at the discretion of the City Manager or the Human Resources Director.

3703 Leave of Absence Statement:

- A. An employee who has a compelling need to be absent from work and who is not eligible for leave with pay may request to be placed on leave without pay.
- B. Before requesting leave without pay, an employee must have first exhausted his/her compensatory time, vacation leave, miscellaneous leave, holiday hours, and sick leave if leave is for illness or injury.
- C. Leave without pay for a period not to exceed one week may be granted by the employee's Department Head.
- D. Leave without pay in excess of one week shall require the approval of the employee's Department Head and the Human Resources Director.
- E. Under special circumstances and with the prior approval of their Department Head and the Human Resources Director, employees may be granted a leave without pay while not first exhausting their vacation accruals.

3704 Leave of Absence Procedure:

- A. It is the responsibility of the employee to submit a written request for a leave of absence two weeks before such leave would begin stating the reason for the request, the date such leave will begin, and the duration of the leave.
- B. A "Leave of Absence Request" form and a "Personnel Action Form" must also be completed by the employee.
- C. Failure of an employee to apply for leave of absence and complete all necessary forms will be considered to be absent without leave, and all City-paid benefits will be terminated.

3705 Absence Without Leave:

- A. Any unauthorized absence of an employee from duty shall be an unpaid leave and may be cause for disciplinary action.
- B. Failure to report for work or call in for three (3) consecutive workdays shall be considered a voluntary resignation.
- C. Employees may appeal the voluntary resignation under the provisions of Article 51 of this Agreement.

3706 Refusal of Leave of Absence: The Human Resources Director or the City Manager shall refuse a leave of absence request if such a leave is contrary to the good of the City or where there is no probability of the employee's return to work.

3707 Insurance Coverage:

- A. In the event that leave without pay is granted for an employee for reasons of illness or physical incapacity due to illness or injury, the City shall continue to pay the premiums for employee health, dental, vision, life, and

- disability insurance previously paid for by the City for a period not to exceed three (3) months, except where otherwise provided in this Agreement.
- B. The employee is responsible for paying the costs he/she had previously authorized towards premiums.
 - C. Payment of premiums for coverage beyond three (3) months will be the responsibility of the employee, except where otherwise provided in this Agreement.
 - D. In the event that leave without pay is granted to an employee for personal reasons, premiums for health, dental, vision, life, and disability insurances will be the responsibility of the employee.
 - E. Nothing herein in any way limits the rights of the City to increase, decrease, and change or delete any benefit of any group insurance plans it provides to its current employees.
 - F. Employees who are on a leave without pay may or may not continue under any new or revised plan subject to the carrier's or provider's approval.
 - G. Any failure of the employee to pay his/her portion of the premiums as prescribed by the MOU shall result in termination of coverage.

3708 Benefits:

- A. Except to the extent provided under Sections 3703 and 3707 above, an employee on leave without pay shall receive no compensation and shall accumulate no annual leave, sick leave or other paid leave.
- B. Any authorized leave of absence without pay for 30 days or more shall require an adjustment in the employee's review date in an amount equivalent to those days in excess of 30 days.
- C. Leave without pay in excess of 30 days will not accrue toward seniority.
- D. Merit, review and anniversary dates will be adjusted accordingly.

3709 Other Deductions:

- A. An employee who is on leave without pay shall be responsible for directly paying any agency or entity for any payroll deductions that he/she has authorized.
- B. In the event an employee is placed on leave without pay for disciplinary purposes, the City shall continue to pay premiums previously paid by the City.
- C. It will be the responsibility of the employee to provide the City with an advance payment to cover the total cost of all premiums for the benefits the employee wants continued during the absence without pay leave period.

3710 Return from Leave: Employees who take Leave shall be entitled, on return from leave, to be restored to the position of employment held by the employee when the leave commenced or be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

ARTICLE 38 – CIVIL DEFENSE LEAVE

3801 As provided for in Government Code 3100, Civil Defense is a responsibility of all employees of the City.

3802 Upon recommendation of the City Manager and adoption of a Resolution by the City Council, employees whose absence from work arises out of or is due to such civil defense may be authorized by the Council for a leave with pay during the time of the civil defense as specified in the Resolution adopted by the Council.

ARTICLE 39 – SAFETY SHOES

3901 Employees who are required to wear steel-toed safety shoes will receive \$225 toward the purchase and/or replacement of these shoes in the first quarter of each year. Any employee out on an authorized leave shall receive payment within thirty days of their return to paid duty. New employees who are required to wear steel-toed safety shoes will receive \$225 toward the purchase of shoes in their first paycheck; for employees hired on or after December 1, he/she shall not receive an additional \$225 in the first quarter.

ARTICLE 40 – UNIFORMS

4001 Designated personnel as determined by the Human Resources Director shall be furnished and shall wear designated uniforms in accordance with regulations established by the Human Resources Director.

The City shall report (for “classic” members, but not “new” members per Title 2 California Code of regulations section 571(a)(5) as defined by the Public Employees’ Pension Reform Act of 2013) to CalPERS the monetary value of uniforms and uniform maintenance for those employees required to wear uniforms. The monetary value by classification is listed in Exhibit A, entitled “UNIFORM ALLOWANCE.”

Uniform allowance is defined as compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain, excluding items that are solely for personal health and safety such as safety shoes.

ARTICLE 41 – HEALTH AND CAFETERIA PLAN

- 4101 A. The City contracts with the California Public Employees Retirement System for participation under the Public Employees Medical and Hospital Care Act, for the purpose of providing medical insurance benefits for employees and qualifying annuitants.
- B. The City’s maximum contribution for eligible employees for a Health Benefits Plan shall not exceed \$435 per month.

- C. For SMA members employed by the City as a full-time or designated part-time employee and who retire under the City's retirement, the maximum City contribution toward health plan coverage shall be equal to \$435 per month.
- 4102 A. The City shall maintain in accordance with Section 125 of the IRS Code, a Cafeteria Plan, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include but are not limited to:
- Group Health Plan Medical Premiums
 - Flexible Spending Account for Dependent Care
 - Flexible Spending Account for Medical Expenses
 - Voluntary Optional Life Insurance Premiums
 - Voluntary Optional Critical Illness and Cancer Insurance Premiums
- B. Effective January 1, 2019, the City's contribution to the Cafeteria Plan per each full-time and designated part-time eligible employee shall be \$780 per month.
Effective January 1, 2020, the City's contribution to the Cafeteria Plan per each full-time and designated part-time eligible employee shall be \$830 per month.
Effective January 1, 2021, the City's contribution to the Cafeteria Plan per each full-time and designated part-time eligible employee shall be \$880 per month.
- C. Effective January 1, 2019, eligible employees who opt out or do not fully utilize the City's \$435 per month contribution toward health benefits and/or the City's Cafeteria Plan contribution of \$780 per month will receive cash-back of unused premiums to a maximum of \$700 per month. That is, if the employee's combined utilization of the \$435 Health Benefit Contribution plus the City's Cafeteria Plan contribution of \$780 is less than \$700, then the difference between the employee utilization and the \$700 is eligible for cash-back. If the employee's combined utilization exceeds \$700, then there shall be no cash-back. Employees may only opt out of health benefits and receive cash-back if they provide proof of minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California).
- D. Effective January 1, 2020, eligible employees who opt out or do not fully utilize the City's \$435 per month contribution toward health benefits and/or the City's Cafeteria Plan contribution of \$830 per month will receive cash-back of unused premiums to a maximum of \$700 per month. That is, if the employee's combined utilization of the \$435 Health Benefit Contribution plus the City's Cafeteria Plan contribution of \$830 is less than \$700, then the difference between the employee utilization and the \$700 is eligible for

cash-back. If the employee's combined utilization exceeds \$700, then there shall be no cash-back. Employees may only opt out of health benefits and receive cash-back if they provide proof of minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California).

- E. Effective January 1, 2021, eligible employees who opt out or do not fully utilize the City's \$435 per month contribution toward health benefits and/or the City's Cafeteria Plan contribution of \$880 per month will receive cash-back of unused premiums to a maximum of \$700 per month. That is, if the employee's combined utilization of the \$435 Health Benefit Contribution plus the City's Cafeteria Plan contribution of \$880 is less than \$700, then the difference between the employee utilization and the \$700 is eligible for cash-back. If the employee's combined utilization exceeds \$700, then there shall be no cash-back. Employees may only opt out of health benefits and receive cash-back if they provide proof of minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California).
- F. All full-time employees initially hired by the City on or after July 1, 2019, who opt out or do not fully utilize the City's \$435 per month contribution toward health benefits and/or the City's Cafeteria Plan contribution will receive cash-back of unused premiums up to a maximum of \$350 per month. That is, if the employee's combined utilization of the \$435 Health Benefit Contribution plus the City's Cafeteria Plan contribution is less than \$350, then the difference between the employee utilization and the \$350 is eligible for cash-back. If the employee's combined utilization exceeds \$350, then there shall be no cash-back. Employees may only opt out of health benefits and receive cash-back if they provide proof of minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California).

4103 During the term of this Agreement, the City will pay 100% of any increased dental insurance premiums for employees and dependents.

4104 The City will pay 100% of the increased premiums for vision insurance for employees and dependents, life insurance (\$100,000 policy) and long-term disability with no opt out or cash back provisions.

4105 The core benefit for Long Term Disability (LTD) is 66 2/3%.

4106 The monthly administrative fee for an employee to be enrolled in the Section 125 plan will be paid for by the City.

- 4107 Employees may elect to be covered by additional (optional) life insurance. Employees shall pay the full amount for premium costs for any additional (optional) life insurance they may elect to receive.
- 4108 The City will pay the full costs of the Employee Assistance Program for employees and dependents.
- 4109 Domestic partners and their children are included in the definition of dependents for the purposes of this Section.

ARTICLE 42 – RETIREMENT

- 4201 The City shall contract with the Public Employees' Retirement System (PERS) to provide Section 21258.4 for classic members (2% at 55).
- 4202 The City shall contract with PERS to provide a benefit commonly referred to as single highest year for classic members (Section 20042).
- 4203 The City shall contract with PERS to provide the "Fourth Level" of 1959 Survivor Benefits.
- 4204 The City shall contract with PERS to provide Section 21024 (Military Service Credit as Public Service) with continuous active military or merchant marine service time prior to employment with the City.
- 4205 The City shall contract with PERS to provide Sections 21551 and 21635 regarding survivor benefits from retirement, even if the spouse remarries.
- 4206 The City shall contract with PERS to provide that sick leave not taken or cashed out will be credited at 100% on retirement when calculating an employee's total years of service credit upon retirement from the City.
- 4207
- A. Classic members shall pay 7.0% of the employees' normal contribution to PERS. Classic members are those employees who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013. All such employee contributions toward employee cost of retirement will be made on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Code.
 - B. The City shall pay the employer cost in accordance with the provisions of the contract between the City and PERS.
- 4208 PURPOSELY LEFT BLANK.
- 4209 The California Public Employees' Pension Reform Act of 2013 (PEPRA), as it may from time to time exist, shall in its entirety be given full force and effect. Any

provision in this MOU which contradicts any provision of PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of the PEPRA shall be deemed to impair any provision of this MOU or any MOU, Agreement, Rule or Regulation predating this MOU.

Employees hired on and after January 1, 2013, deemed to be “new members” as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater (PEPRA, Government code section 7522.30).

“New members” shall be enrolled in the PEPRA provided for retirement formula 2.0% at 62 (Government Code section 7522.20)(a)). Final pensionable compensation (as defined for new members in Government Code section 7522.34) shall be determined by reference to the highest average annual pensionable compensation earned during a period of at least 36 consecutive months (Government Code section 7522.362(a)).

ARTICLE 43 – COMPUTER LOAN PROGRAM

See applicable administrative policy.

ARTICLE 44 – DEFERRED COMPENSATION

4401 The City agrees to contribute 3% of annual salaries for employees into a 401A Deferred Compensation Plan.

ARTICLE 45 – RETIREE HEALTH SAVINGS PLAN

4501 Senior Management Association Retiree Health Savings Plan Contributions

- A. Direct Employer Contribution:
 - a. Discretionary Contribution: An annual contribution shall be made during the first pay period after July 1 of each year and shall equal the amount as set forth in Article 48, currently \$400 per year.
- B. Mandatory Employee Leave Contribution
 - a. Miscellaneous Leave: The annual contribution shall be made on December 31 of each year and shall equal the employee’s current hourly rate times the hours of unused miscellaneous leave as of the end of the first pay period after December 1, up to a maximum of 20 hours.
 - b. Annual Leave: The annual contribution shall be made on the last pay period of June each year and shall equal the employee’s current hourly rate times the hours of unused annual leave in excess of 860 hours. Upon retirement or separation from service, a contribution

equal to the employee's current hourly rate times the hours of unused annual leave over 860 hours will be contributed to the plan.

- C. The account shall be 100% vested at all times.
- D. Forfeiture Provision: Upon the death of a SMA employee without a spouse or eligible dependent, assets shall remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.
- E. During the life of this agreement, SMA may meet and adopt by a majority vote different parameters for their RHS plan.

ARTICLE 46 – TUITION REIMBURSEMENT POLICY

See applicable administrative policy.

ARTICLE 47 – EMPLOYEE DISCRETIONARY CONTRIBUTION

4701 Effective the first pay period in July, City agrees to provide each full time employee \$400 per year. These funds shall be made available to each employee to be deposited in the SMA Retiree Health Savings Plan (See Article 45).

ARTICLE 48 – DPT BENEFITS – PURPOSELY LEFT BLANK

ARTICLE 49 – CARPOOL/VANPOOL

See applicable administrative policy.

ARTICLE 50 – EMPLOYEE STATUS

5001 Objective of Probationary Period: The probationary period is part of the selection process and shall be utilized for closely observing the employee's job-related performance and conduct to insure the most effective adjustment of a new employee to a position.

5002 Permanent Appointment Following Probationary Period:

- A. All original and promotional appointments shall be tentative and subject to a probationary period of one year actual service.
- B. If approved by the Human Resources Director, the Department Head may extend such probationary period for unit employees up to a maximum of six additional months.
- C. If the service of the probationary employee has been satisfactory to the Department head, then the Department Head shall file with the Human Resources Director a statement in writing to such effect and stating that the retention of such employee in the service is desired.
- D. If the services of the probationary employee have not been satisfactory to the Department Head, the Department Head will notify the employee and the Human Resources Director prior to the end of probationary period that he/she has not successfully completed the probationary period.

- E. Failure to notify the employee prior to the end of his/her probationary period that his/her services are satisfactory will result in the employee being denied permanent status and will have been deemed to have failed probation.

5003 Release of Probationer: During the probationary period an employee may be released by the Department Head at any time without cause and without the right of appeal. Notification of such release shall be served on the probationer.

5004 Release of Promotional Probationer: Promoted employees who fail their probationary period, except if the cause warrants action to dismiss from the City service, shall return to the position in which they held permanent status, if vacant, or any other vacant position in their former classification within their department unless all positions in that classification are filled.

5005 Upon a return to his/her former position in the same department, the employee shall not serve a new probationary period provided he/she has completed the probationary period in his/her former position. In the absence of such vacancy in the department in which he/she held permanent status, such probationary employees shall have the right to either:

- A. Be placed on a reemployment list;
- B. Accept a voluntary demotion to a lower vacant classification within the same classification series within the department in which they held permanent status, with the right to be restored to their original classification when the first vacancy occurs within their department.

5006 The employees need not serve a new probationary period if they accept a voluntary demotion.

5007 When employees take a demotion to a lower related classification in which a probationary period has not previously been served, such employees shall be required to begin a new probationary period.

ARTICLE 51 – DISCIPLINARY ACTIONS

5101 Standards of Conduct and Performance: Grounds for disciplinary action include but are not limited to such conduct or omissions as incompetence, inefficiency, dishonesty, fraud in securing employment, insubordination, failure to fully and satisfactorily perform duties, failure to comply with or abuse of the City departmental rules, regulations or directives, or relevant provisions in Agreement, absence or tardiness without authorization, abuse of leave articles, intoxication or use of intoxicants on duty, being under the influence of or use of unlawful drugs or narcotics on duty, conviction of a felony or misdemeanor involving moral turpitude, discourteous treatment of the public or other employees, misuse of City property or facilities, chronic or excessive absenteeism or tardiness, unauthorized use of or falsification of records or documents, and any other failure of good behavior or acts which are incompatible with or inimical to City service.

5102 Disciplinary Actions: Disciplinary actions are suspensions without pay, reduction in pay, demotions and dismissals imposed for reasons of punishment. Actions taken due to layoffs are not disciplinary actions, nor are performance evaluations or written reprimands.

5103 Nothing provided herein shall permit or cause an exempt employee to be suspended without pay for less than one work period except in the case of violations of a workplace conduct rule, where the discipline is imposed in good faith and the disciplinary suspension is imposed pursuant to a written policy that is applicable to all employees.

5104 Imposing Disciplinary Actions: Disciplinary actions will be determined by the City Manager, Department Head or designee.

5105 Resignation to Avoid Dismissal:

- A. When a Department Head or designee intends to impose a disciplinary dismissal, the employee without coercion may be afforded the option to choose to resign to avoid dismissal.
- B. The decision to resign in lieu of discharge must be voluntary and the employee is allowed a full day in which to exercise this option.
- C. The Department Head or designee must inform the employee of the consequences of resignation.
- D. An employee who resigns loses the right of appeal. His/her resignation cannot be withdrawn after acceptance by the Department Head and the employee shall be ineligible for future employment with the City.
- E. The Personnel Action form separating the employee shall state "resignation in lieu of discharge".

5106 Relief from Duty:

- A. A Department Head may, upon approval from the Human Resources Director, relieve an employee from duty with pay.
- B. Such relief from duty may occur in order to maintain employee morale, safety or security of the workplace during an investigation to determine appropriate action concerning an employee.
- C. If, as the result of an investigation, it is determined that the affected employee was without fault, any reference to the fact that the employee was relieved from duty pursuant to this section shall be deleted from the employee's personnel file.

5107 Disciplinary Procedure:

- A. A permanent employee against whom disciplinary action is instituted by the Department Head or designee shall be given written notice at least five (5) calendar days prior to the effective date of the action informing the employee of the intended action, the ground or grounds therefore, the employee's acts or omissions that form the basis for the cause(s), informing

the employee that any documents or materials giving rise to the action are attached to the written notice, and informing the employee that he/she may respond to the Department Head orally or in writing prior to the intended effective date of the action.

- B. After the notice and the employee's timely response, if any, the Department Head shall implement, modify or not implement such action as the Department Head deems appropriate, and shall so notify the employee.

5108 Disciplinary Appeals:

- A. Disciplinary actions may be appealed by a permanent employee by filing a written request to the City Manager within five (5) calendar days of the day of the Department Head's final decision, setting forth the basis of such an appeal.
- B. The City Manager or designee shall conduct a hearing, or may appoint an outside hearing officer to conduct such hearing.
- C. The date for the hearing shall be scheduled within thirty (30) calendar days of receipt of the employee's request as provided above, to commence as soon as can be expeditiously arranged.
- D. The affected employee may be represented by an attorney or any other representative of his/her choosing.
- E. The City Manager, designee or hearing officer shall give all appropriate and relevant parties a reasonable opportunity to be heard on relevant issues.
- F. The formal rules of evidence utilized in judicial proceedings shall not apply to such hearings.
- G. The City Manager or designee shall utilize such rules and procedures that he/she deems appropriate.
- H. The right of cross-examination shall be provided to all parties concerned.
- I. The City Manager or designee shall not be precluded from making an independent investigation outside the context of the hearing.
- J. Any relevant information which is considered in reaching a decision shall be disclosed in the hearing and the parties thereto shall be given an opportunity to respond.
- K. If the hearing is conducted by a designee of the City Manager, written findings and recommendations to the City Manager shall be prepared to affirm, modify or reverse the action with copies to the employee or representative, the Department Head and/or representative.
- L. The decision of the City Manager to affirm, modify or reverse the action shall be expeditiously made and notice shall be served upon the affected employee or representative, the affected Department Head and/or representative.
- M. The decision of the City Manager shall be final and conclusive.

ARTICLE 52 – DRIVER’S LICENSE

- 5201 For those positions that require a valid California driver’s license, an employee whose driver’s license has been revoked, suspended or restricted must inform his/her first line supervisor before the start of the employee’s next work shift.
- 5202 If an employee whose job description mandates a valid, unrestricted driver’s license, has the driver’s license and/or other required driving documents restricted, revoked or suspended for medical reasons, he/she must do the following or be subject to discipline up to and including termination:
- A. Notify the supervisor of the restriction, revocation or suspension of the driver’s license and/or medical examiner’s certificate before the start of his/her next work period.
 - B. Provide the City with an original copy (no photocopies) of the DMV report.
- 5203 It is the employee’s responsibility where a valid driver’s license is a job mandate, to renew his/her driver’s license or medical examiner’s certificate and appropriate insurance prior to expiration, including taking and passing the required physical examination.
- 5204 The City will continue to pay for the cost of renewing the employee’s commercial driver’s license and medical examiner’s certificate.
- 5205 It is further the employee’s responsibility to keep the required license and medical certificate in his/her possession when driving a City vehicle.
- 5206 Failure to satisfy these requirements may result in disciplinary action, up to and including termination.
- 5207 The City will review the job requirements and operational needs to determine if the employee can perform the essential functions of his/her position with the “no driving” limitation and without causing an undue hardship to the department. If a temporary accommodation cannot be made, the employee may be subject to retirement and/or separation due to the inability to accommodate.

ARTICLE 53 – GRIEVANCE PROCEDURE

- 5301 Definition: A grievance shall be defined as an alleged violation of any article of the Agreement between the City and SMA, other written personnel rules and regulations pertaining to wages, hours or other terms and conditions of employment, or provisions of any memoranda of understanding in effect at the time of the alleged violation.
- 5302 Exclusions: Grievance shall only include matters defined in Section 5301 and specifically shall not include appeals from any disciplinary action, complaints of discrimination, performance reviews or any matter that would require modification of a policy established by the City Council or provided for by law.

- 5303 First Step – Informal Complaint: Within twenty-one (21) days from the occurrence or from the point the grievant knew or should have known of the matter on which a complaint is based, an employee shall discuss his/her complaint with his/her immediate supervisor. Attempts shall be made to resolve all complaints on an informal basis between the employee and his/her immediate supervisor.
- 5304 Second Step – Submission of Grievance: If the complaint is not resolved within ten (10) days after the meeting with the employee's immediate supervisor, the employee shall file within five (5) days a written grievance with the Department Head. A grievance shall not be deemed to be properly filed unless it is signed by the employee and includes all of the following:
- A. A full description of the grievance and how the employee was adversely affected;
 - B. The provisions of the Memoranda of Understanding, or written personnel policies alleged to have been violated;
 - C. The date of the incident grieved; and
 - D. The specific remedy or solution to the grievance sought by the employee.
- 5305 Third Step – Department Head Review: Within ten (10) days upon receipt of the written grievance, the Department Head shall meet with the employee or designated representative. The Department Head shall deliver an answer to the employee or designated representative within ten (10) days of the meeting.
- 5306 Fourth and Final Step – City Manager Review: If the grievance is not resolved at the third step, the employee shall submit the grievance in writing, to the City Manager, within ten (10) days after the Department Head's answer is rendered. The City Manager or designee shall deliver an answer to the employee or representative within ten (10) days of the receipt of the grievance.

In the alternative, the City Manager or designee may meet with the employee or representative within ten (10) days after submission of the grievance. The City Manager or designee shall deliver an answer to the employee or representative within ten (10) days after said meeting.

- 5307 Final Decision – City Manager: The decision of the City Manager shall be final and conclusive.
- 5308 Waivers and Time Limits:
- A. The time limits prescribed in this article may be extended only upon mutual written agreement of the parties.
 - B. Should the City fail to respond orally or in writing when required within the specific time limits, the grievance shall automatically proceed into the next step of the grievance procedure.
 - C. If an employee fails to initiate or appeal any grievance within the specified time limits, the grievance shall be considered resolved on the basis of the

employer's last response and shall be considered waived and abandoned for all purposes.

5309 Reasonable Time Off:

- A. Employees are authorized reasonable time off during regular work hours without loss of pay to resolve a grievance.
- B. Any employee who wishes to leave his/her workstation or assignment shall receive prior approval of the Department Head or designee.
- C. Time involved in resolving grievances must be reasonable and consistent with operating needs and work schedules of the City.
- D. Nothing provided herein shall limit or restrict the City from scheduling meetings before or after an employee's regular duty or work hours.

ARTICLE 54 – DISCRIMINATION AND HARASSMENT POLICY

5401 Policy

- A. It is the policy of the City that all employees are to be treated with respect and dignity.
- B. Actual or perceived discrimination and/or harassment of an employee by a supervisor, management employee and/or co-worker on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, gender, gender identity, gender expression, genetic information, military or veteran status, sexual orientation, or age, and/or any other protected classification as defined in applicable state and federal law will not be tolerated.
- C. The guidelines of this policy refer to unwanted attention from supervisors and/or co-workers to employees, to protect employees from harassment or other unwanted attention and/or action.
- D. The City has an affirmative duty to maintain a working environment that is free from harassment.
- E. It is inappropriate to use words, gestures, and actions which tend to annoy, alarm, or abuse another person or has the effect of creating an intimidating, hostile or offensive working environment or unreasonably interferes with an individual's work performance.
- F. Disciplinary action up to and including termination will be instituted for violation of this policy.

5402 Harassment – Definition: Harassment included, but is not limited to:

- A. Verbal Harassment – For example, epithets, derogatory comments or slurs on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, gender, gender identity, gender expression, genetic information, military or veteran status, sexual orientation, age, or denial of family and medical care leave and denial of pregnancy disability leave.

- B. Physical Harassment – For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, gender, gender identity, gender expression, genetic information, military or veteran status, sexual orientation, age, or denial of family and medical care leave and denial of pregnancy disability leave.
- C. Visual Forms of Harassment – For example, derogatory posters, notices, bulletins, cartoons, or drawings on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, gender, gender identity, gender expression, genetic information, military or veteran status, sexual orientation, age, or denial of family and medical care leave and denial of pregnancy disability leave.
- D. Sexual Harassment – Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employment benefit, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or an offensive work environment.

5403 The City shall ensure that each employee has a copy of the City's anti-harassment policy which will include information on its internal complaint procedure. Additionally, employees have the right to file an administrative complaint of discrimination or harassment with the Department of Fair Employment and Housing (DFEH). Employees may contact the DFEH directly at 800/884-1684; 611 W 6th St. #1500; Los Angeles, California 90017.

5404 Additionally, it is the policy of the City to prohibit retaliation against any employee who has exercised his/her right to make a complaint under this section or who has participated in any investigation conducted pursuant to this section. Disciplinary action up to and including termination will be instituted for violation of this policy.

5405 Pre-grievance Process: An employee who feels that he/she has been harassed on the job should immediately inform his/her Supervisor, Division and/or Department Head and/or the Human Resources Department. To accommodate the unique nature of harassment complaints, a pre-grievance process is provided for the primary purpose of resolution of a complaint at the earliest possible date. Elements of this process are:

- A. Complaint Advisors: The Human Resources Department will be available to receive harassment complaints. The Human Resources Department will:
 - a. Counsel the employee, and outline the options available.
 - b. Obtain a factual written statement of the complaint for the affected Department Head.
 - c. Assist in follow-up investigation, interview accused, witnesses and supervisors as appropriate, and recommend disposition of the complaint.
- B. Department Head and/or Human Resources Department:

- a. Authorizes investigation of the complaint, reviews factual information collected to determine whether the alleged conduct constitutes harassment, giving consideration to the record as a whole and the totality of circumstances, including the nature of the alleged verbal, physical, visual or sexual harassment and the context in which the alleged incidents occurred.
- b. Takes and/or authorizes appropriated action.

5406 Harassment Formal Grievance Process: Formal grievance procedures of the City as detailed in Article 53, Grievance/Harassment are available for resolution of complaints alleging harassment if the complaint is not adjusted to the satisfaction of the employee in the pre-grievance process.

5407 Extension of Time Requirements:

- A. Time limits specified in the formal grievance procedures may be extended if pre-grievance procedures for a harassment complaint were initiated within the applicable time limits for filing a formal complaint.
- B. In these instances, if the complaint is not adjusted to the satisfaction of the employee, the time limits for filing a formal grievance should begin as of the date of notification of action taken by the Department Head.
- C. If the employee did not initiate pre-grievance procedure, the Human Resources Director may recommend extension of the filing deadline for a formal complaint.
- D. It should be reemphasized that the City wished to know of any complaint alleging harassment as soon as possible after it occurs.

5408 Waiver of Informal Step: Preliminary informal steps to resolve a grievance may, depending on circumstances of the complaint, be waived and the formal grievance initiated at an appropriate higher step in the process.

5409 Sanctions:

- A. "Harassment" as defined above, violates Title VII of the Civil Rights Act of 1964, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission, and the California Fair Employment and Housing Commission.
- B. Appropriate sanctions will be imposed on individuals found to be engaging in harassment.
- C. Violation of this policy shall generally constitute just and reasonable cause for discipline, up to and including termination.

5410 Harassment of Employees: In compliance with Government Code, Section 9414, the City adopts the policy that it will not coerce or attempt to coerce or harass any employee, based upon the fact that the employee is, was, or may have been, a witness for any legislative committee covered by that Government Code section.

ARTICLE 55 – HEALTH & SAFETY

5501 Fitness For Duty Examinations: See applicable administrative policy.

5502 Immunizations – Periodic: The City may provide or require periodic immunizations or inoculations as a condition of continued employment.

ARTICLE 56 – SUBSTANCE ABUSE POLICY

See applicable administrative policy.

ARTICLE 57 – E-MAIL POLICY

See applicable administrative policy.

ARTICLE 58 – EXCEPTIONAL PERFORMANCE AWARD

5801 Exceptional service award program for employees recognizes exceptional performance within an employee's class.

5802 Amount and Frequency of Award: Exceptional service recognition may be granted as a lump sum payment equivalent up to 2% of the employee's annual base rate. In no case, shall exceptional service awards exceed 10% of the bargaining unit annually.

5803 City Manager Approval: The City Manager shall determine if an employee is eligible for an award and the amount of the award.

5804 Procedures for Awards: A Department Head shall be required to make a convincing showing to the City Manager that exceptional service is being rendered using the following criteria as a general guide.

5805 "Exceptional Performance" means that the employee, on his/her own initiative and by his/her own efforts and abilities, rendered service or produced a result(s) far superior to that normally expected of employees in the classification.

5806 "Exceptional Performance" does not include unusual acts or results which are caused by unusual conditions beyond the control of the employee to which he/she demonstrated a normal reaction under the circumstances.

5807 Following are some examples of the kinds of performances that may be considered as constituting "exceptional service".

- A. Individually leading and/or playing a key role in the successful accomplishment of City Council priorities or major organizational initiatives.
- B. Developing or discovering a concept, technique, practice, or procedure which significantly improves the quality of the service or results in financial

- savings and is significantly beyond the performance expected of an employee in their classification.
- C. Demonstrating ingenuity in the solution of a difficult problem(s), resulting in improvement of service or financial savings.
 - D. Individual acts of heroism beyond the call of duty.
 - E. Substantially contributing to the organization's efficiency and economy, or greatly simplifying work processes.
 - F. Working with the public with such marked effectiveness as to produce favorable reactions substantially beyond reasonable expectations.

ARTICLE 59 – MANAGEMENT RIGHTS

5901 The City reserves, retains, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Agreement or by law, to manage the City for the citizens of Thousand Oaks as such rights existed prior to the execution of this or any predecessor Agreement.

5902 Without limiting the generality of the foregoing, the City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the Employer-Employee Relations Resolution, and including but not limited to the right:

- A. To determine the mission of its constituent departments, commissions, and boards and the services to be rendered thereby;
- B. To set standards or service;
- C. To determine the procedures and standards of selection for employment, promotion, demotion and layoff;
- D. To direct its employees;
- E. To take disciplinary action;
- F. To relieve its employees from duty because of lack of work or for other legitimate reasons;
- G. To maintain the efficiency of governmental operations;
- H. To determine the methods, means and personnel, including contract and/or part-time personnel, by which government operations are to be conducted;
- I. To determine the content of job classifications;
- J. To take all necessary actions to carry out its mission in emergencies;
- K. To exercise complete control and discretion over its organization and the technology of performing its work.

5903 The exercise and retention of the City's exclusive rights enumerated above does not preclude employees or their representatives from meeting and conferring regarding the impact of the exercise of management right on wages, hours, and other terms and conditions of employment.

ARTICLE 60 – ASSOCIATION RIGHTS

- 6001 SMA shall notify the City in writing of the names of its representatives as follows: Consultant, Officers, Bargaining Committee Members, and Departmental Representatives.
- 6002 SMA may select not more than two (2) employee members to attend scheduled meetings with the City Manager or other management officials on subject within the scope of representation during regular work hours without loss of compensation.
- 6003 Where circumstances warrant, the City Manager may approve the attendance at such meetings of additional employee representatives with or without loss of compensation.
- 6004 SMA shall, whenever practicable, submit the names of all such employee representatives to the City Manager at least two working days in advance of such meetings.
- 6005 No employee representative shall leave his/her duty or work station or assignment without specific approval of the Department Head or other authorized City management official.
- 6006 Such meetings may be subject to scheduling by City Management in a manner consistent with operating needs and work schedules.
- 6007 Nothing provided herein, however, shall limit or restrict City Management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.
- 6008 A designated SMA representative shall be entitled to leave his/her work during working hours without the loss of pay for reasonable periods of time, with prior approval of his/her supervisor for purposes of reviewing and processing grievances.
- 6009 SMA staff may have access to members provided that their supervisors are notified prior to a meeting being scheduled and the meetings held will not interfere with work.
- 6010 The parties hereby incorporate by reference the provisions regarding access to work locations, use of City facilities, use of bulletin boards, availability of data and violation of resolution contained in the Employer-Employee Relations Resolution.
- 6011 SMA agrees that the effective operations of the City departments are not to be adversely affected by Association business. Time for meet-and-confer preparation and meetings and/or attendance at special meetings called by the City shall not be charged against the employee.

6012 Employee Rights: The City shall not hinder, interfere, intimidate, restrain, discriminate, coerce, or discipline any employee for exercising any rights or benefits provided in this Agreement or law.

Exhibit A- UNIFORM ALLOWANCE

SMA Uniforms- Amounts reports to CalPERS

Please note: These are not direct payments to employees.

Building Inspection Supervisor	\$	6.12
Fleet Services Supervisor	\$	9.24
Laboratory Supervisor	\$	6.18
Landscape Maintenance Supervisor	\$	9.18
Public Works Superintendent	\$	8.80
Street Maintenance Supervisor	\$	10.02
Utilities Maintenance Supervisor	\$	7.67
Utilities Superintendent	\$	2.06
Water Quality Supervisor	\$	9.18
WWTP Maintenance Supervisor	\$	6.18
WWTP Operations Supervisor	\$	6.22

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