

# **Memorandum of Understanding**

## **The City of Thousand Oaks & The Thousand Oaks Management Association**

**July 1, 2023 – June 30, 2025**

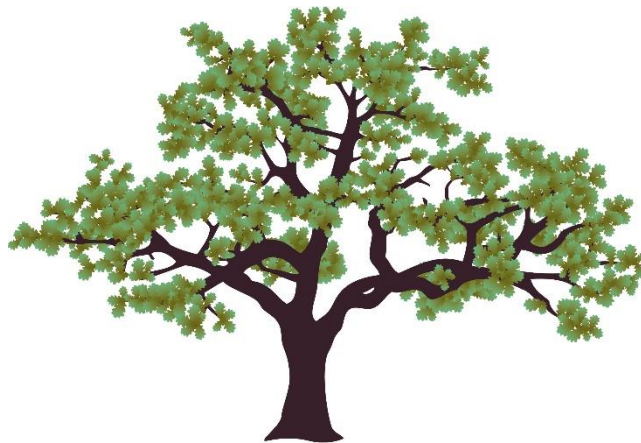


EXHIBIT A

**AGREEMENT BETWEEN  
THE CITY OF THOUSAND OAKS AND  
THE THOUSAND OAKS 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 Thousand Oaks Management Association (hereinafter “TOMA”) was certified as the exclusive representative for employees in the Professional 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 TOMA 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, 2023 and ending June 30, 2025. The specific provisions of the Agreement shall be effective as specified herein.

**ARTICLE 4 – RENEGOTIATIONS**

401 The Parties shall meet no later than March 2025 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 TOMA members and approval and implementation by the City Council pursuant to said Section 3505.1.

- 503 During the Meet and Confer process that resulted in the Agreement, each party hereto had an unlimited right to make proposals with respect to any subject matter within the scope of representation.
- 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 TOMA 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 waiver 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 or 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 TOMA 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, reproductive health decision making, disability and/or any other protected classification under applicable state and federal law.
- 702 TOMA 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 opportunities.

#### **ARTICLE 8 – CLASSIFICATIONS COVERED**

- 801 This Agreement shall apply to all professional classifications covered except those designated as Confidential in Resolution 2019-035.

802 Employees covered by the terms of this Agreement shall be those employees in the classifications listed in Section 803 below. Any additional classifications developed during the term of this Agreement and included by the City shall be added to those classifications listed in Section 803. TOMA 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.

803 Classifications for Professional Unit.

Accountant  
Assistant Analyst  
Assistant Human Resources Analyst  
Assistant Planner  
Assistant Transit Planner  
Associate Analyst  
Associate Transit Planner  
Associate Engineer  
Associate Planner  
Communications & Marketing Analyst  
Communications & Marketing Associate  
Community Development Analyst  
Community Services Analyst  
Construction Project Coordinator  
Debt and Investment Analyst  
Digital Services Librarian  
Economic Development Analyst  
Engineering Assistant  
Engineering Associate  
Environmental Programs Coordinator  
Financial Analyst  
Geographic Information Systems (GIS) Specialist  
GIS Analyst  
GIS Coordinator  
Health and Safety Analyst  
Housing Coordinator  
Information Technology Analyst I  
Information Technology Analyst II  
Information Technology Analyst III  
Internal Auditor  
Land Surveyor Assistant  
Librarian  
Librarian II  
Neighborhood and Social Services Liaison  
Plan Check Assistant  
Plan Check Associate  
Senior Accountant  
Senior Analyst

Senior Engineer  
Senior Financial Analyst  
Senior Information Technology Analyst  
Senior Planner  
Senior Transit Planner  
Surveyor  
Sustainability Analyst  
Transportation Planner  
Treasury Assistant  
Utilities SCADA Analyst II

**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 Nine (9) 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.

**ARTICLE 10 – DEFINITIONS**

- 1001 As used in these articles and any rules or policies adopted pursuant to these articles, the following terms shall be defined as follows unless otherwise indicated.
- 1002 **Applicable Administrative Policy** Removal from the MOU of reference to a variety of City policies and inclusion of said policies in a separate manual shall not alter any meet and confer obligations which must precede modifications being made to such language.

- 1003 **Bereavement Leave** shall mean a process whereby an employee shall be entitled to leave with pay whenever the death of an immediate family member, as defined in Article 32, occurs.
- 1004 **Business Day** is a day when City Hall is open to the public.
- 1005 **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 their accumulated paid leave.
- 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 **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.
- 1008 **City** shall mean the City of Thousand Oaks, a municipal corporation, and where appropriate herein, "City" refers to City Council, the governing body of said City, or any duly authorized management employee.
- 1009 **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.
- 1010 **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.
- 1011 **Classification Plan** shall mean a grouping together of positions into classes, and classes into series.
- 1012 **Classification Series** shall mean a group of classifications of the same general character of work but differing as to level of difficulty and responsibility.
- 1013 **Competitive Service** shall mean all positions of employment in the service of the City, except those specifically excluded by the Thousand Oaks Municipal Code.
- 1014 **Day** shall mean a calendar day unless otherwise stated.
- 1015 **Demotion** shall mean the movement of an employee from one classification to another classification having a lower maximum rate of pay. This movement may be through a recruitment or selection process or through non-competitive means.



- 1016 **Department Head** shall mean an officer of the City designated by the City Manager as responsible for the operations of a City department or their designee.
- 1017 **Designated Part-Time (DPT)** shall mean a designated permanent part-time position as being one allocated in the budget and filled with an employee who is scheduled to work a minimum of twenty (20) hours and a maximum of thirty (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.
- 1018 **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, reproductive health decision making, disability and/or any other protected classification as defined in applicable State and Federal law.
- 1019 **Dismissal** shall mean separation from service for disciplinary reasons.
- 1020 **Examination** shall mean selection techniques used to measure the relative capacities of the persons applying for positions within the competitive service.
- 1021 **Employment List** shall mean a list of names of persons who may be considered for employment with the City under specified conditions.
- 1022 **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.
- 1023 **Employee** shall be defined, under this Agreement, as those employees who hold positions in classifications which have been included in the Unit represented by TOMA.
- 1024 **Full-Time Employee** shall mean any probationary or permanent employee, hired into a budgeted position, who is scheduled to work a 40-hour work week.
- 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, receives 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 City Council.
- 1027 **Limited Term Position** shall mean a position 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's floating holiday pay, employee time bank hours and DPT in lieu of holiday pay was previously 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 their 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.
- 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. Unpaid leaves of absence do not count for length of service, unless required by law.
- 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. This may also be referred to as a "Lateral Transfer."
- 1049 **Y-Rate** is a rate that is higher than the top step of a classification occupied by an employee and shall occur when an employee is moved to a different classification where the top step of the new salary classification is lower than the incumbent's regular rate of pay, the incumbent's rate of pay at the time the employee is moved.

## **ARTICLE 11 – CODE OF ETHICS**

See applicable Administrative Policy. No. 16.005.

## **ARTICLE 12 – RECRUITMENT, SELECTION & CLASSIFICATION**

See applicable Administrative Policy No. 16.006.

## **ARTICLE 13 – REINSTATEMENT POLICY**

- 1301 An employee who terminates employment in good standing may be reinstated to a vacant position in their former job classification within two (2) years of their 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 their former salary range, annual leave accrual rate, and shall retain their 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 their termination date shall be considered to have a break in continuous service for purposes of salary range status and for all other employee benefits.

## **ARTICLE 14 – TRANSFER**

- 1401 A transfer from one department to another shall require the approval of both the Department Head from which and to which the employee is transferring. A Transfer is an alternative method of filling a vacant position without a competitive recruitment.
- 1402 An employee shall not be transferred while subject to a Probationary Period. 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 their rate of pay and review date for purposes of merit pay increases. A Transfer is not a promotion. A transferred employee is not entitled to salary adjustments pursuant to Sections 1605A, 1610 or 1612. A transferred employee is not subject to a Probationary Period pursuant to Article 50.

## **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 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 to 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, and provide written notice to TOMA's President, 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 will be used to determine the order of layoff 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 or 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.

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 their supervisor all City-owned equipment, including their City identification card and clear with their Department Head the disposition of any clothing, tools, uniforms, pagers, phones, computers, or other working materials that have been provided to the employee by the City and 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 their 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 their former job class within two (2) years of the effective date of the voluntary demotion or layoff in the order of their length of service within their 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 their former job class from a voluntary demotion shall retain their 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 closest to their rate of pay.

- D. An employee shall retain the review date for purposes of merit pay increases; however, if placed in the bottom of the salary range of the salary schedule, they 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 by the last known personal email address 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 reemployment list for two (2) years if requested by the employee.

**ARTICLE 16 – SALARY**

1601 Salary Schedule Policy: The City Council shall, by Resolution, establish a wage rate or Salary 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 Salary 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 their duties.

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

- A. For new employees, or employees newly appointed or promoted through a competitive process, an initial increase may be granted within the range after six (6) months of service in the classification.
- B. Thereafter, an 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 &amp; Merit Increase</u>
Jan	Jul	100%
Feb	Aug	92%
Mar	Sep	83%
Apr	Oct	75%
May	Nov	67%
Jun	Dec	58%
Jul	Jan	50%
Aug	Feb	42%
Sep	Mar	33%
Oct	Apr	25%
Nov	May	17%
Dec	Jun	8%

\*If employment date is after the 15<sup>th</sup> of the month, the following month's schedule will apply.

- C. 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 their rate of pay and the salary review date for purposes of pay increases or shall be placed in a lower salary schedule closest to their current rate of pay.
- 1610 Salary on Promotion: An employee who is promoted to a higher job classification shall be placed in a Salary 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 Salary Schedule.
- 1612 Salary on Upward Reclassification: An employee 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 employee's review date for purposes of pay increases will remain the same.
- 1613 Salary Range Change: An employee who is reassigned to a higher salary range shall retain their 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 an employee'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; 4) general wage adjustment.
- 1615 Leaves of Absence and Salary Increases: Any authorized leave of absence without pay for thirty (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 thirty (30) days will not accrue toward seniority. Merit, review and anniversary dates will be adjusted accordingly.

- 1616 Salary on Involuntary Demotion: An employee who is involuntarily demoted shall receive a reduction in pay of five percent (5%) or to the top of the lower salary range, whichever is lower. The employee shall be given a new salary review date for purposes of merit pay increases. Except, however, employees 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: An employee who takes a voluntary demotion may retain their current rate of pay provided it is within the salary range of the new job classification. If the rate of pay is not included in the salary range, the employee will be placed at the top of the salary range of the new job classification.
- 1618 Reinstatement and Salary after Voluntary Demotion: An employee who has taken a voluntary demotion to a lower job class may be reinstated to a vacant position in their former higher job class within two years of the effective date of the voluntary demotion without requalifying by competitive processes. An employee reinstated to their former higher job class from a voluntary demotion shall retain their rate of pay. If the rate of pay is not included in the salary schedule of their former job class, the employee shall be placed in the salary range of that salary schedule which is closest to their rate of pay. The anniversary date shall be retained for purposes of merit pay increases.
- 1619 Benchmark 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, life insurance, long-term disability, and Medicare for each of the counterpart classifications ("total compensation"). 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 subsection C, above.

- E. The tabulated data shall be provided to TOMA and a meeting shall be held between TOMA and the City prior to the adjustment of the classification ranges. The City shall provide a comparison of the total compensation of the benchmark classifications at 100 Comparatio (midpoint) to total compensation at the maximum market rate of the counterpart classifications. Adjustments to salary ranges for the City's benchmark and linked positions shall be based on a comparison of the total compensation of the City's benchmark positions at the 100% Comparatio (CR) to the total compensation of the survey agency's benchmark positions as described above.
- F. The City may elect to conduct a more comprehensive total compensation market survey in lieu of a benchmark classification study.

1621 Range Adjustments During Term: In recognition of general market compensation adjustments, effective July 8, 2023, there shall be a 5% range adjustment for all TOMA represented classifications at the 100% comparatio midpoint; effective July 6, 2024, there shall be a 5% range adjustment for all TOMA represented classifications at the 100% comparatio midpoint.

1622 Application of 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:

- A. 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 professional employees based on their performance.
- B. Pay for performance will continue for the term of this agreement.

1624 Policy and Procedure:

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

1625 Salary Distribution:

- A. Each employee will have a comparatio computed by dividing their 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 employee salary adjustments.
- D. Employees receiving a rating of “needs work” on their evaluation are ineligible for any salary increase but shall be re-evaluated after six (6) months. If substantial improvement has been made, and the employee achieves a rating of “good work” or above, the employee 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 2023 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**

		<b>COMPARATIO</b>			
		<b>RATING</b>	<b>80 to 89.9</b>	<b>90 to 99.9</b>	<b>100 to 109.9</b>
<b>Great Work</b>	<b>4.0</b>	6.00%	5.75%	5.35%	4.70%
	<b>3.8</b>	5.90%	5.65%	5.25%	4.60%
	<b>3.6</b>	5.80%	5.60%	5.10%	4.50%
	<b>3.4</b>	5.70%	5.40%	5.00%	4.30%
	<b>3.2</b>	5.50%	5.20%	4.80%	4.10%
	<b>3.0</b>	5.30%	4.90%	4.50%	3.80%
<b>Good Work</b>	<b>2.8</b>	5.00%	4.50%	4.00%	3.50%
	<b>2.6</b>	4.00%	3.50%	3.00%	2.50%
	<b>2.4</b>	3.25%	2.75%	2.25%	1.75%
	<b>2.2</b>	1.80%	1.20%	0.70%	0.50%
	<b>2.0</b>	1.00%	0.00%	0.00%	0.00%

- A. During the term of this Agreement, for employees who receive a performance rating of at least “good work” (2.0 or higher), there shall be a 2.0% salary adjustment, effective July 8, 2023, and a 1.0% salary adjustment effective July 6, 2024, in addition to and concurrent with any adjustment based on the Merit Guide above. In no case shall an adjustment result in an employee salary exceeding the 120% comparatio. For proration of Merit and Salary Adjustments, please refer to Article 1605C.

1627 One-Time Payment: Effective July 8, 2023, employees shall receive a one-time, non-PERSable \$500 payment. Only employees that are active (employed by the City) as of July 1, 2023 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 in writing an employee 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 five percent (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 or other temporary absence of the employee in the higher classification; or
- B. If the position to be filled is vacant and there is no valid eligibility list for the classification. In this case if the Department Head 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 eligibility list exists for the vacant position, the Department Head may appoint an employee from the eligibility 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 and 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 their regular classification, the said employee shall not receive a change in their benefits. Similarly, an hourly employee temporarily filling a regular position shall receive no benefits, nor shall they be subject to CalPERS 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 their regular position, their salary should reflect the same salary rate they 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.
- 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 5. Then the last day of week one is August 11; the last day of week two is August 18; and the last day of week three is August 25. Therefore, if the employee is still on the out-of-class assignment on August 25, the employee will be paid retroactively to August 5 at the rate specified hereinabove. If the employee continues in the out-of-class assignment past August 25, 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**

2301 Permanent employees will be compensated when their position requires the use of bilingual skills according to the following provisions:

- A. The predominate and primary focus of an employee’s job must be to use another language to communicate in person or by telephone with members of the public in connection with providing City services.
- B. Or the employee, on a regular ongoing basis, in the course of carrying out their normal job duties, must be called upon to use another language in communicating with members of the public.
- C. Or the employee, on a regular basis, must be called upon to provide interpretation or translation for other City employees in connection with performance of official duties of such other employees.
- D. To be eligible to receive this payment requires the recommendation from the Department Head and approval of the Human Resources Director, who shall retain an appropriate individual to determine whether or not an employee is fluent in bilingual communications. The form entitled “Bilingual Pay Request Form” was designed for this purpose and must be completed and approved prior to the completion and submittal of a Personnel Action Form.
- E. Employees shall be compensated \$40.00 bi-weekly.

### **ARTICLE 24 –CELL PHONE STIPEND**

See applicable Administrative Policy No. 14-4.006.

### **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. The City agrees that the normal regular work schedules for full time employees in the competitive service who are based at City Hall shall be eighty (80) work hours per nine (9) days in a two-week period, i.e., every other week, employees will have a Regular Day Off. A Department Head has the discretion to assign the Regular Day Off within the two-week period. The Regular Day Off shall normally be part of three consecutive days, including a weekend.
- C. A Department Head shall only require an employee to involuntarily transfer to a work schedule for good and sufficient business reasons.



- D. An employee may file a grievance pursuant to Article 53, Grievance Procedure, to challenge the business reasons cited by the Department Head.
- E. 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 or 2706, either of which should be reported using appropriate accruals.
- F. Time sheets shall be electronically signed in the City's electronic timekeeping system by each individual employee.
- G. The work period shall be consistent with the provisions of the Fair Labor Standards Act (FLSA).

2502 9/80 Work Schedule:

Employees permitted or required to work on a 9/80 schedule shall have their work week defined as forty (40) hours each week to comply with the provisions of the Fair Labor Standards Act (FLSA). 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.

2503 4/40 Work Schedule:

Employees who work a 4/40 work schedule typically work 10 hours/day for four (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 eight (8) hours/day for five (5) consecutive days. Regular work hours for the 5/40 schedule will be eight (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 workday may vary from time to time as determined by the Department Head. Flexible work schedule (Flextime) permits options for starting and quitting time. Example: Monday – Thursday, 7:00 a.m. – 6:00 p.m.; 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 leave should normally be in increments of one full workday. Any part-time absences of less than an employee's full regular workday may be charged against the employee's paid leave account pursuant to Section 2705 or 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 for paychecks. 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 Employee Reimbursements: Employees shall participate in direct deposit for reimbursements for costs incurred during the normal course of work such as mileage reimbursement and travel reimbursement.
- 2509 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 workday 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 workday hours for that day only adjusted accordingly.
- 2510 Modification of Schedule: Per the staffing requirements as determined by the Department Head, arrival and departure times, meal and break times, length of workday, and number of workdays and work hours in any given pay period may vary from time to time as determined and authorized by the Department Head.
- 2511 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 – HOLIDAYS**

- 2601 Recognized Holidays: The following days shall be recognized as holidays for permanent and probationary employees:
- A. January 1<sup>st</sup>, New Year's Day
  - B. Third Monday in January, Martin Luther King Jr.'s Birthday
  - C. Third Monday in February, President's Day
  - D. Last Monday in May, Memorial Day
  - E. July 4<sup>th</sup>, Independence Day
  - F. First Monday in September, Labor Day

- G. November 11<sup>th</sup>, Veteran's Day
- H. Fourth Thursday in November, Thanksgiving Day
- I. Fourth Friday in November, Day after Thanksgiving
- J. December 25<sup>th</sup>, Christmas Day

2602 And 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.

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.

2604 Floating Holiday: In the first pay period each January, full-time employees shall be granted two ten-hour floating holidays, 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.

2605 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 twenty (120) hours of holiday pay each calendar year. If the application of this Article results in an employee utilizing less than one hundred and twenty (120) hours of holiday pay, the difference between the holiday hours actually used and the one hundred and twenty (120) 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.

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2607 Work on a Non-Scheduled Day: Employees who are required to work on any of the aforementioned holidays, or days observed in lieu of those holidays, shall have the right to take a day off in lieu of the holiday or observed day during the pay period in which the holiday or observed day occurs or the next pay period if the holiday or observed day occurs during the second week of the pay period.

2608 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 workday 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 workday 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.

2609 Holiday Closure:

- A. The City shall have a holiday closure at the City Hall Facility and Municipal Services Center, with minimal holiday staffing at Libraries and the Hill Canyon Treatment Plant between December 26 and December 31 each year.
- B. Employees not specifically required to work shall use accrued Annual or Miscellaneous 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 or newly hired employees may be accommodated through meetings with the Human Resources Department and their bargaining unit representative.

2610 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 Regulation as authorized by the employee's Department Head or representative.

2702 Employees are encouraged to maintain annual leave balance as a protection against the adverse effects 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 permanent and probationary 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>Biweekly 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 (0-3)
230	8.846	Beginning of the employee's fourth year of continuous service up to 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 up to 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 up to 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 up to 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 up to the last day of the employee's twenty-eighth year of continuous service (23-28)
322	12.385	Beginning of the employee's twenty-ninth year of continuous service up to the last day of continuous service (29+)

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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.

2706 Reporting Annual Leave: The reporting of the use of annual leave should normally be in increments of full workdays, 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, but only after written warning to the employee concerning the non-compliance.

2707 Family Illness-Related Usage: An employee, with the approval of their 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 parent, sibling, spouse, child, registered domestic partner, child of registered domestic partner, or parent of a spouse, or a member of the employee's immediate household, or a "designated person" (an employee may designate one person per 12-month period at the time the employee requests annual leave). 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 days that shall be charged against an employee's accrued 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 their Department Head and Human Resources to submit a written statement by a physician certifying that the employee's condition prevented the employee from performing their duties. The Department Head and Human Resources may also require a written statement that such employee is able to resume their 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 providing the following conditions are met:
- A. The employee has taken or is scheduled to take at least 80 hours of annual, miscellaneous, administrative and/or holiday leave during the current calendar year, in which case the employee may cash out a maximum of 200 hours; and
  - 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 leave has been taken during the current calendar year; and
  - C. The employee may cash out annual leave no more than twice during the current calendar year; and
  - D. The employee has taken off the required leave time during the time periods set forth herein. If the employee does not meet the required conditions set forth in subsections A–B, above, the employee must meet all requirements before exercising their right to cash out annual leave the following year.
  - E. 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 at their current rate of pay for any annual leave and/or miscellaneous leave accrued but not used on their final paycheck.

## **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 illness or injury per Section 2701, Sub-sections A through D, after the employee has used 40 hours of annual leave time in the calendar year.

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### 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 CalPERS 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 insurance or sick leave plan, formal or informal, shall be applied to 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 pregnant 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 they are physically incapacitated from performing her duties due to pregnancy or childbirth is eligible for leave from their job.

- 2905 An employee requesting maternity leave shall submit, in writing, their intent to take leave and shall first use sick leave, and then any and all available leave time, before going into leave without pay status.
- 2906 The leave request shall indicate whether the employee intends to return to work.
- 2907 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 Personnel Action form shall be issued which indicates the probable length of time of the leave and a leave of absence form.
- 2908 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 appropriated depending upon the physical condition of the employee. The form and length of time of leave shall conform to the rules and regulations of this Agreement that deal with the particular forms of leave, e.g., sick leave, miscellaneous leave, annual leave, holiday leave, admin leave, leave without pay.
- 2909 Leave under this article is granted according to the health of the employee. Leave for purposes of childcare 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.
- 2910 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 they 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.
- 2911 Upon the expiration of the maternity leave, the employee will be reinstated to their 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**

See applicable Administrative Policy No. 16-026.



## **ARTICLE 31 – INDUSTRIAL ACCIDENT LEAVE**

- 3101 Defined: In the event that any employee is absent from work as a result of any injury of disease which comes under the Workers' Compensation Act, such absence shall be considered to be industrial accident leave. 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.
- A. 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 part of the original industrial accident leave.
- B. Industrial accident leave benefits provided by this article shall apply to each unrelated injury or disease as defined in Section 3101.
- 3104 Annual Leave: No employee shall have leave deducted while on industrial accident leave of 173 hours. 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 who shall notify their supervisor and file a written accident investigation report to the appropriate Department Head. When applicable, the employee shall file a completed Workers' Compensation claim with Human Resources. Human Resources staff 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. Employees shall be entitled to three (3) working days leave with pay whenever the death of their immediate family member occurs. Immediate family for purposes of this article is defined to include the following: employee's parent, sibling, spouse, children, grandparent, or grandchild, child-in-law; spouse's parent, grandparent, grandchild, sibling, or child, or the same relatives of a registered domestic partner; employee or spouse or domestic partner's step family (parent, sibling, grandparent, grandchild); former legal guardian or immediate household member.

3202 Any authorized leave necessary in excess of three (3) days bereavement leave with pay shall be chargeable to annual leave, miscellaneous leave, holiday hours, in that order, as approved by the Department Head.

3203 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.

3204 Bereavement leave shall be completed within three (3) months of the death of the family member. Total paid bereavement leave shall not exceed 80 (eighty) 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 Veterans' Code of the State of California.

### **ARTICLE 34 – CATASTROPHIC LEAVE POLICY**

See applicable Administrative Policy No. 16.004.

### **ARTICLE 35 – JURY AND WITNESS DUTY POLICY**

See applicable Administrative Policy No. 16.003.

### **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 part 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 their compensatory time, annual 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 annual leave 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 (2) 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 deemed to be absent without pay 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. Employee may appeal the voluntary resignation under the provision 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 they 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, 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 their 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 or deferred compensation and shall accumulate no annual 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 they have 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 City Council for a leave with pay during the time of the civil defense as specified in the Resolution adopted by City Council.

**ARTICLE 39– SAFETY SHOES**

3901 Employees who are required to wear safety shoes will receive \$200 toward the purchase and/or replacement of these shoes in the first quarter of each calendar year. Safety shoes (also known as safety boots) are personal protective equipment (PPE) for employee foot protection in the workplace. All safety shoes must meet the minimum California Occupational Safety and Health Administration (Cal/OSHA) requirements. 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 \$200 toward the purchase of shoes in their first paycheck; for employees hired on or after December 1, they shall not receive an additional \$200 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 Resource 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 TOMA 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 \$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, 2023 the City’s contribution to the Cafeteria Plan per each full-time and designated part-time eligible employee shall be \$980 per month.  
Effective January 1, 2024, the City’s contribution to the Cafeteria Plan per each full-time and designated part-time eligible employee shall be \$1,155 per month.  
Effective January 1, 2025, the City’s contribution to the Cafeteria Plan per each full-time and designated part-time eligible employee shall be \$1,330 per month.
- C. Effective January 1, 2023, 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 \$980 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 \$980 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 minimal essential coverage under a qualified group health plan.

- D. Effective January 1, 2024, 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 \$1,155 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 \$1,155 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 under a qualified group health plan.
  - E. Effective January 1, 2025, 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 \$1,330 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 \$1,330 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 under a qualified group health plan.
  - 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 under a qualified group health plan.
- 4103 The City will pay 100% of any increased dental insurance premiums for employees and dependents with no opt out or cash back provisions.
- 4104 The City will pay 100% of the increased premiums for vision insurance for employees and dependents, life insurance (\$100,000) for employees, and dependent life insurance (\$5,000) for dependents with no opt out or cash back provisions.

- 4105 The City will pay 100% of the increased premiums for Long Term Disability (LTD) for employees with no opt out or cashback provisions. The core benefit for LTD is 66 2/3%.
- 4106 The City will pay 100% of the increased fees for the monthly administrative fee for an employee to be enrolled in the Section 125 plan.
- 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 with no opt out or cash back provisions.
- 4109 Registered 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 California 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) shall in its entirety be given full force and effect. Any provision in this MOU which contradicts any provision of the 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 7522.32(a)).

#### **ARTICLE 43 – COMPUTER LOAN PROGRAM**

See applicable Administrative Policy No. 16.007.

#### **ARTICLE 44 – DEFERRED COMPENSATION**

4401 The City shall contribute 2.0% of annual salaries for employees into the 401(a) Deferred Compensation Plan.

#### **ARTICLE 45 – RETIREE HEALTH SAVINGS (RHS) PLAN**

4501 Thousand Oaks Management Association Retiree Health Savings Plan Contributions

- A. Direct Employer Contribution:
  - a. Mandatory Contribution: An annual \$400 contribution shall be made during the first full pay period after July 1 of each year.
- B. The account shall be 100% vested at all times.

- C. Forfeiture Provision: Upon the death of a TOMA 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.

**ARTICLE 46 – TUITION REIMBURSEMENT POLICY**

See applicable Administrative Policy No. 16.008.

**ARTICLE 47 – EXCEPTIONAL PERFORMANCE AWARD**

- 4701 Exceptional performance award program for employees recognizes exceptional performance within an employee's class.
- 4702 Amount and Frequency of Award: Exceptional performance recognition may be granted as a lump sum payment totaling \$1,000 after taxes. In no case, shall exceptional performance awards exceed 10% of the bargaining unit annually.
- 4703 City Manager Approval: The City Manager shall determine if an employee is eligible for an award and the amount of the award.
- 4704 Procedures for Awards: A Department Head shall be required to make a convincing showing to the City Manager that exceptional performance is being rendered using the following criteria as a general guide.
- 4705 "Exceptional Performance" means that the employee, on their own initiative and by their own efforts and abilities, rendered service or produced a result(s) far superior to that normally expected of employees in the classification. Exceptional Performance does not include unusual acts or results which are caused by unusual conditions beyond the control of the employee to which they demonstrated a normal reaction under the circumstances.
- 4706 Following are some examples of the kinds of performances that may be considered as constituting "exceptional performance".
- 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 48 – DPT BENEFITS**

4801 DPT Holidays: DPT employees will receive 1.9235 hours per pay period in holiday hours (maximum 26 pay periods a year) in lieu of holiday pay. 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 30 holiday hours into the following calendar year. Effective July 1, 2017, 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.

4802 DPT Annual Leave: DPT employees will receive 3.462 hours per pay period for 26 pay periods per year. The maximum amount of annual leave that can be accrued for DPT employees is 720 hours.

4803 DPT Bereavement Leave:

- A. DPT employees are entitled to three working days of bereavement leave.
- B. If bereavement leave falls on a regularly scheduled workday, then employee is eligible to take only those hours they were normally scheduled to work with a maximum of three regularly scheduled days.
- C. 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.
- D. Bereavement leave shall be completed within three (3) months of the death of the family member. Total paid bereavement leave shall not exceed 60 hours each calendar year.

4804 DPT Health and Cafeteria Plan:

Health and Cafeteria Plan benefits for DPT employees are described in Article 41.

4805 DPT - Retirement:

DPT employees shall be enrolled in the City's Hourly/Part-Time Employee Retirement Plan, currently administered by Public Agency Retirement Services (PARS). The plan is a defined benefit plan which provides either a one-time lump sum payment of the accrued benefit, or a monthly lifetime benefit commencing at age 65. If selected, the monthly benefit is calculated by multiplying 2% by the compensation earned each year of employment.

If a full-time employee enrolled in CalPERS subsequently becomes a DPT employee, they shall remain enrolled in CalPERS retirement as set forth in Article 42.

DPT employees shall receive Retirement Health Savings Plan contributions as set forth in section 4501.

- 4806 The City will pay 100% of any increased dental insurance premiums for employees and dependents with no opt out or cash back provisions.
- 4807 The City will pay 100% of the increased premiums for vision insurance for employees and dependents, life insurance (\$100,000) and long-term disability with no opt out or cash back provisions.
- 4808 PURPOSELY LEFT BLANK.
- 4809 DPT Catastrophic Leave & Military Duty Program: This program applies to DPT employees. Refer to Articles 33 and 34.
- 4810 DPT Computer Loan: DPT employees are eligible to participate in the City's computer loan purchase program.
- 4811 Designated Part-Time (DPT) – Compensation: A Designated Part-Time employee shall be paid hourly at the rate appropriate for the classification to which the employee is allocated.
- 4812 DPT – Hours of Work: DPT workweeks will be a minimum of twenty (20) scheduled hours to a maximum of thirty (30) scheduled hours unless approved by City Manager under special circumstances.
- 4813 DPT – Lunch Periods and Rest Breaks:
- A. DPT employees may take a ½ hour lunch break, depending on the schedule that is worked.
  - B. Two breaks may be available to be taken, depending on the schedule that is worked.
  - C. The workday hours shall not be reduced by the break-time not being taken. Lunch and breaks cannot be accumulated toward time worked.
  - D. The rest period and lunch break shall not interfere with the completion of regular or emergency work.
  - E. 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 workday hours for that day only adjusted accordingly.
- 4814 Change of Status Between DPT and Full-Time: Employees who are transferred from permanent full-time to designated part-time or vice-versa, will retain their anniversary date for purposes of annual leave and service award recognition.
- 4815 DPT – Probationary Period: DPT employees shall be subject to the probationary period provisions of Section 4902 and 4903 below.
- 4816 DPT- Deferred Compensation: DPT employees shall receive Deferred Compensation as set forth in Article 44.

## **ARTICLE 49 – EMPLOYEE RIDESHARE**

See applicable Administrative Policy No. 16.009.

## **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 promotional appointments shall be tentative and subject to a probationary period of six months actual service. All new hires to the City shall be tentative and subject to a probationary period of twelve months 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 (6) 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 the probationary period that they have not successfully completed the probationary period.
- E. Failure to notify the employee prior to the end of their probationary period that their services are not satisfactory will result in the employee being granted permanent status and will have been deemed to have passed 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 after consultation with the Human Resources Department.

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 position in that classification are filled.

5005 Upon a return to their former position in the same department, the employee shall not serve a new probationary period provided they have completed the probationary period in their former position. In the absence of such vacancy in the

department in which they 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 to their former position in the same department.

5007 When employees take a demotion to a lower related classification in which a probationary period has not previously been served, such employee 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 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 business 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. Their 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 material giving rise to the action are attached to the written notice, and informing the employee that they may respond to the Department Head orally or in writing prior to the intended effective date of the action. Any employee requests for additional documentation shall be assessed by the Department Head or designee.
- 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 ("Level 1"): 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.

- A. For those permanent employees, including confidential employees who have been reduced in pay, temporarily demoted, or suspended without pay for less than 80 hours ("Level 1 Discipline"), the City Manager or designee

shall conduct a hearing, or may appoint an outside hearing officer to conduct such hearing. Prior to setting the date for the hearing, either party may request the matter be subject to mediation pursuant to Section 5010. 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. At any step in the discipline appeal process, the affected employee may be represented by an attorney or any other representative of their choosing. The City Manager, designee or hearing officer shall give all appropriate and relevant parties a reasonable opportunity to be heard on relevant issues. The formal rules of evidence utilized in judicial proceedings shall not apply to such hearings. The City Manager or designee shall utilize such rules and procedures that they deem appropriate. The right of cross-examination shall be provided to all parties concerned. The City Manager or designee shall not be precluded from making an independent investigation outside the context of the hearing. Any relevant information which is considered in reaching a decision shall be disclosed in the hearing and the parties thereto are given opportunity to respond. 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.

- B. 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. The decision of the City Manager shall be final and conclusive.

5109 Disciplinary Appeals/Mediation/Arbitration ("Level 2"): 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.

- A. This Section 5109 shall apply to permanent employees who have been given a Notice of Intended Action to be suspended without pay for 80 or more hours, permanently demoted, or terminated ("Level 2 Discipline").
- B. If the employee is not satisfied with the Department Head's final decision, the matter may be submitted to mediation. This request shall be submitted to the City Manager or designee in writing within five (5) days of the employee's receipt of the Notice of Final Discipline.
- C. If all parties, or their designated representatives, agree to mediation, a request shall be submitted to the California State Mediation and Conciliation Service (CSMCS) in writing. Absent the ability of CSMCS to serve in a timely manner, the parties shall agree on another mediator. Any costs of the mediator or the mediation process shall be divided equally between the City and TOMA.
- D. The function of the mediator shall be to attempt to assist the parties to achieve a mutually satisfactory resolution of the dispute. The mediator has



no authority to compel resolution of the grievances. Proceedings before the mediator shall be informal.

- E. If a satisfactory resolution of the dispute is achieved by means of this mediation process, the parties shall sign a written statement to that effect and thus waive the right of either party to any further appeal.
- F. If either party does not accept the mediator's opinion, or if the parties do not elect to proceed with mediation, the matter may then proceed to an arbitrator in the manner and form provided in Section 5010. Such arbitration hearings will be held as if mediation had not taken place. Nothing said or done by the parties or the mediator during mediation can be used in any subsequent arbitration, court or government agency proceeding. The mediator may not serve as the arbitrator.

5110 Request for Arbitration (Level 2, only):

- A. When the final decision consists of termination from City employment, permanent demotion or suspension without pay for a period of 80 or more hours and the employee wishes to appeal the disciplinary action, the employee shall ask that the matter be submitted to arbitration by the recognized employee organization.
- B. The employee may submit a written request for arbitration to the City Manager. Said request must be submitted within ten (10) days from the date of the final decision.
- C. Upon receipt of the request for arbitration, the parties shall, within ten (10) days, make an attempt to agree to and select an arbitrator. If the parties are not able to mutually agree on an arbitrator, they will use a strikeout procedure using a list of seven names provided by the California State Mediation and Conciliation Service.
- D. An arbitrator is subject, in each appeal, to the execution in writing of "An Agreement for Arbitration" signed by the employee, the employee's representative, and the City Manager. The agreement for arbitration will provide that the arbitration decision will have the effect of a judgment. All arbitration proceedings arising under this Section shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California. However, Code of Civil Procedure Section 1283.05, relating to discovery, shall not be a part of this Agreement. Further, subpoenas duces tecum may be issued by either party's representative as well as by the arbitrator. All other provisions relating to subpoenas found in Chapter 3 of Title 9 of the Code of Civil Procedure shall apply.
- E. The costs of retaining the arbitrator and the incidental expense of the hearing shall be shared equally by the parties. In the event the employee is not represented by the Association in the arbitration, the expenses of the arbitrator shall be paid by the City. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If a cancellation fee is imposed on the parties by the

arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

- F. The arbitrator shall conduct a hearing within thirty (30) days of being selected by both parties unless there is a mutual agreement to extend the time frame. The decision of the Arbitrator shall be made in writing within thirty (30) calendar days of the close of the hearing and receipt of briefs, if any, unless there is a mutual agreement to extend the time frame; direct the City Manager in the disposition of the case; and shall be final and binding upon both parties. The Arbitrator's authority is limited to the determination as to whether there was just cause for the disciplinary action taken. The Arbitrator shall expressly confine themselves to the precise issues included in the Agreement to Arbitrate and shall have no authority to increase the discipline imposed by the appointing authority or to take testimony from one party outside the presence of the other. If the discipline consists of termination, the Arbitrator may order the reinstatement of the employee with or without back pay. Any award in favor of the employee shall not exceed lost wages and benefits suffered by the employee. The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Section or any other terms of the Agreement between the City and TOMA and shall be bound by applicable Federal, State and local laws.
- G. Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved. If an employee or representative fails to comply with the time limits, the appeal shall be considered resolved on the basis of the City's last response and the appeal shall be considered waived and abandoned for all purposes.

## **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 their 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, they must do the following or be subject to discipline up to and including termination:

- A. Notify their supervisor of the restriction, revocation, or suspension of the driver's license and/or medical examiner's certificate before the start of their 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 their driver's license or medical examiner's certificate and appropriate insurance prior to expiration, including taking and passing the required physical examination.

- 5204 If a position requires a commercial driver's license, 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 examiner's certificate in their possession when driving a City vehicle.
- 5206 Failure to satisfy these requirements may result in disciplinary actions, 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 their 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 TOMA, 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 except as provided in Article 15, Section 1523 above 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 their complaint with their immediate supervisor. Attempts shall be made to resolve all complaints on an informal basis between the employee and their 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 MOU, 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 their 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.

5310 Grievances may be submitted via email and electronic signatures will be accepted.

## **ARTICLE 54 – DISCRIMINATION AND HARASSMENT POLICY**

See applicable Administrative Policy No. 16.028.

**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 No. 16.010.

**ARTICLE 57 – E-MAIL POLICY**

5701 See applicable Administrative Policy No. 14-4.005.

5702 Notwithstanding any provisions of the E-mail policy to the contrary, TOMA Officers registered as required in Article 60, Association Rights, shall have the right to use the City email system for Association business as provided herein.

5703 Appropriate TOMA Officers and Officials may use the City email system to communicate scheduled TOMA meetings, information concerning the results of TOMA elections; status of negotiations with the City; and coordination of meetings between and among members or with the City; including grievance meetings.

5704 Use of City email for TOMA business per this Article shall be restricted to non-work time.

5705 The parties understand and agree that all aspects of the City's E-mail Policy will apply to any transmission made pursuant to Sections 5703 and 5704.

**ARTICLE 58– MILEAGE REIMBURSEMENT – PURPOSELY LEFT BLANK**

**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 of 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 rights on wages, hours, and other terms and conditions of employment.

#### **ARTICLE 60 – ASSOCIATION RIGHTS**

6001 Employees who are members of TOMA on the effective date of this Agreement shall maintain their membership in TOMA subject to the right to resign from membership in TOMA during the first twenty (20) calendar days in January of each year. TOMA shall be notified of their termination of dues in writing by filling out the TOMA Membership Declination Form. The TOMA Membership Declination Form shall be delivered in person to a TOMA Board Member. TOMA will provide the City's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

6002 Any member may exercise their right to resign membership by submitting a written notice to TOMA and the City during this period.

6003 Employees who were not members of TOMA when this Section first became applicable are not required to join the Association. The City shall deduct from members of TOMA and transmit such deductions to current TOMA representative.

6004 Indemnification: TOMA will indemnify the City for any claims made by employees for deductions made in reliance on information provided by TOMA. TOMA agrees to fully indemnify the City and its officers, employees and agents against any and

all claims, proceedings and liability arising, directly or indirectly, out of any action taken by or on behalf of the City under this section.

6005 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.

6006 Association Rights:

- A. TOMA shall notify the City in writing of the names of its representatives as follows: Consultant, Officers, Bargaining Committee Members, and Departmental Representatives.
- B. The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the City Manager or other management officials on subjects within the scope of representation during regular work hours without loss of compensation.
- C. Where circumstances warrant, the City Manager may approve the attendance at such meetings of additional employee representatives with or without loss of compensation.
- D. The employee organization 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. Provided further:
  - a. That no employee representative shall leave their duty or work station or assignment without specific approval of the department head or other authorized City management official.
  - b. That any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.
- E. 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.
- F. A designated TOMA representative shall be entitled to leave their work during working hours without the loss of pay for reasonable periods of time, with prior approval of their supervisor for purposes of reviewing and processing grievances.
- G. TOMA representatives may have access to TOMA members provided that supervisors are notified prior to a meeting being scheduled and the meetings held will not interfere with work.
- H. The City agrees to allow TOMA Board meetings on City time and in the City facilities once a month. It is understood meetings will last approximately one and one-half hours in length.

6007 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.

- 6008 At the orientation of new employees, a City-approved TOMA information packet will be provided to those who would be eligible to join TOMA. The City's Human Resources Department will continue to provide an opportunity for TOMA to address new hires during a Department orientation program for new TOMA employees. The Human Resources Department will notify the TOMA President via email at least 10 days in advance of a scheduled orientation, or as soon as practicable. The TOMA representative may meet with the employee at the beginning of the scheduled orientation for an approximate period of twenty (20) minutes. The TOMA representative may discuss the process and benefits of membership in TOMA. New employees may elect to decline participation in the orientation meeting with the TOMA representative.
- 6009 The City will send via email to the TOMA President, the employee information it has on file in compliance with AB 119 -- name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address -- for all new hires in the TOMA bargaining unit within 30 days of hire, as well as all employees represented by TOMA at least once per quarter. Employees shall be notified regarding the information to be provided to TOMA and shall have the option to not provide personal and home contact information.



**ARTICLE 61 – SIGNATURE PAGE**

City of Thousand Oaks

Thousand Oaks Management Association

DocuSigned by:

*Laura Kalty*

6/27/2023

Laura Drottz Kalty Date  
Lead Labor Negotiator

DocuSigned by:

*Vicky Barker*

6/28/2023

Vicky Barker Date  
Lead Labor Negotiator

DocuSigned by:

*Ingrid Hardy*

6/30/2023

Ingrid Hardy Date  
Assistant City Manager

DocuSigned by:

*John Brooks*

6/28/2023

John Brooks Date  
President, TOMA

DocuSigned by:

*Jaime Boscarino*

6/28/2023

Jaime Boscarino Date  
Finance Director

DocuSigned by:

*Masoud Razavi*

6/28/2023

Masoud Razavi Date  
Board Member, TOMA

DocuSigned by:

*Carrie Matson*

6/27/2023

Carrie Matson Date  
Deputy Finance Director

DocuSigned by:

*Gena Ball*

6/28/2023

Gena Ball Date  
Board Member, TOMA

DocuSigned by:

*Sharon Chen*

6/28/2023

Sharon Chen Date  
Deputy Human Resources Director

DocuSigned by:

*Spencer Silverstein*

6/29/2023

Spencer Silverstein Date  
Board Member, TOMA

DocuSigned by:

*Klara Berezcki*

7/3/2023

Klara Berezcki Date  
Associate Human Resources Analyst

DocuSigned by:

*Jeanette Berard*

6/27/2023

Jeanette Berard Date  
Secretary, TOMA

Exhibit A- UNIFORM ALLOWANCE

TOMA Uniforms- Amounts reported to CalPERS

Please note: These are not direct payments to employees.

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