

RESOLUTION NO. 8740-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE MEMORANDUM OF UNDERSTANDING ON SALARIES, WAGES AND FRINGE BENEFITS 2006 – 2009 BY AND BETWEEN THE GARDEN GROVE CHAPTER OF THE ORANGE COUNTY EMPLOYEES' ASSOCIATION AND THE CITY OF GARDEN GROVE AND ESTABLISHING A SALARY PLAN AND RESCINDING RESOLUTION NO. 8570-04

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

1. That the Memorandum of Understanding on Salaries, Wages and Fringe Benefits 2006 – 2009, by and between the Garden Grove Chapter of the Orange County Employees' Association and the City of Garden Grove, and signed by the authorized representative on behalf of the Garden Grove Employees' Association, and the Assistant City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That the salary plan contained in the Memorandum of Understanding as Exhibit A is hereby adopted.
3. That Resolution No. 8570-04 is hereby repealed.

Adopted this 10th day of October 2006.

ATTEST:

/s/ WILLIAM J. DALTON
MAYOR

/s/ RUTH E. SMITH
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, RUTH E. SMITH, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on the 10th day of October 2006, by the following vote:

AYES: COUNCIL MEMBERS: (5) KREBS, LEYES, NGUYEN, ROSEN, DALTON
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE

/s/ RUTH E. SMITH
CITY CLERK

CITY OF GARDEN GROVE
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE CALIF-MMB ACT

2006 - 2009

BY AND BETWEEN

GARDEN GROVE CHAPTER, ORANGE COUNTY EMPLOYEES ASSOCIATION

AND

CITY OF GARDEN GROVE

THIS MEMORANDUM OF UNDERSTANDING has been prepared pursuant to Resolution No. 4066-71, as amended, of the City of Garden Grove, which Resolution is generally identified as the "EMPLOYEE RELATIONS RESOLUTION" and the Government Code Sections 3500 through 3510, as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This Agreement has been developed as a result of the requests of the Garden Grove Chapter of the Orange County Employees Association. The items in this Agreement are subject to the approval of the City Manager and the City Council of the City of Garden Grove and will be placed into effect upon the taking of administrative action by the City Manager's Office and the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

The term of this Memorandum of Understanding shall be effective from the date of its approval by the City Council of the City of Garden Grove, by one or more resolutions, and until September 30, 2009.

ASSOCIATION / CITY
MEMORANDUM OF UNDERSTANDING

2006-2009

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ARTICLE I

RECOGNITION AND RIGHTS

1. OCEA RECOGNITION

The City hereby recognizes the OCEA as the exclusive representative of the employee representation unit described in Exhibit "A" to the exclusion of all other organizations; provided, however, that nothing contained herein shall be construed to deny those employees who do not belong to OCEA from representing themselves.

2. ASSOCIATION REPRESENTATION

The City agrees to grant reasonable access to employee work locations to officially designated Association representatives for the purpose of processing grievances and in accordance with this Memorandum of Understanding. Each representative, upon notification to his or her immediate supervisor, may be permitted to leave his or her regular work schedule during working hours, for reasonable periods of time to perform the following functions:

- a. To represent to a supervisor, a request for a grievance which the Association representative has been requested by any employee or group of employees, to present to such a supervisor.
- b. Investigate any request for adjustment of grievances in the representative's division and present such request for adjustment to the supervisor of the employee who initiated the grievance request.
- c. Attend meetings with management when the representative's presence is necessary to present the grievance for adjustment.

The Association shall notify the City in writing of the names of all representatives who are authorized to represent the employees in the bargaining unit. The number of names including the Association business representative performing these functions shall not exceed five.

The Association representative shall be granted permission to leave his or her work assignment if his or her absence will not cause an undue interruption of work.

Each representative shall report to his or her supervisor the time leaving his or her work location to perform such duties as set forth herein. The representative shall report to the supervisor immediately upon completion of these duties.

3. PEACEFUL PERFORMANCE

In the event of a work stoppage, the Association, its officers, agents and representatives shall do everything within their power to end or avert the same. Violation hereof will subject violator to legal and equitable judicial relief.

- a. All strikes, including but not limited to work stoppages, sitdowns, slowdowns, and feigned or pretended illnesses during the course of a labor dispute, shall be unlawful.
- b. The consideration for the signing of the Memorandum of Understanding by the City Manager is work done in the designated manner by the designated personnel at the designated time and place.
- c. Participation in a strike against the City shall be deemed an unauthorized absence subject to disciplinary action.
- d. Any recognized employee organization, whose members go on strike against the City, shall cease to be recognized at the time fifty (50) percent of its members go on strike, and that employee organization shall not be entitled to seek recognition for a period of one (1) year from the date of the next recognition period.

4. MANAGEMENT FUNCTIONS

All management rights and functions except those which are clearly and expressly limited in this Memorandum of Understanding shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- a. Manage the City.
- b. Schedule working hours.
- c. Establish, modify or change work schedules or standards.
- d. Institute changes in procedures.
- e. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
- f. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
- g. Determine services to be rendered.
- h. Determine the layout of buildings and equipment and materials to be used therein.
- i. Determine processes, techniques, methods, and means of performing work.
- j. Determine the size, character and use of inventories.
- k. Determine financial policy including accounting procedure.
- l. Determine the administrative organization of the system.
- m. Determine selection, promotion, or transfer of employees.
- n. Determine the size and characteristics of the work force.
- o. Determine the allocation and assignment of work to employees.
- p. Determine policy affecting the selection of new employees.
- q. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
- r. Determine administration of discipline.
- s. Determine control and use of City property, materials, and equipment.
- t. Schedule work periods and determine the number and duration of work periods.
- u. Establish, modify, eliminate or enforce rules and regulations.
- v. Place work with outside firms.
- w. Determine the kinds and numbers of personnel necessary.

- x. Determine the methods and means by which such operations are to be conducted.
- y. Require employees, where necessary, to take in-service training courses during working hours.
- z. Determine duties to be included in any job classification.
- aa. Determine the necessity of overtime and the amount of overtime required.
- bb. Take any necessary action to carry out the mission of the City in cases of any emergency.
- cc. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

By the addition of this article to the agreement, the parties do not intend to add to or subtract from the appeal and grievance rights formerly possessed by the employees.

5. PAYROLL DEDUCTION/CHECK OFF

- a. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs shall be deducted by the City from the pay warrants of such members. The City shall promptly transmit the dues and insurance premiums so deducted to OCEA. There shall be only one OCEA deduction per pay period.
- b. OCEA shall notify the City, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs. Once per fiscal year, the City will, upon written request of OCEA, change the amount of the OCEA deduction for the purposes of any change in OCEA dues. Any other changes in the OCEA dues deduction amount shall be made only upon written request of the employee via the City-authorized payroll deduction card.
- c. Whenever the OCEA notifies the City that there has been a change in the amount required to be deducted for membership dues, the OCEA shall provide certification that the dues paying members of the unit have been notified of such change.
- d. The City assumes no responsibility for keeping itemized records of deductions. The OCEA agrees to hold the City harmless and indemnify the City in any litigation arising out of conformance to this article.
- e. On October 1 of each year, the City shall provide OCEA with a listing of all current employees in this Unit. Such list shall include employee name, job classification and department.
- f. The City, upon request of OCEA, will provide a quarterly listing of all new employees hired into classifications in this unit. OCEA will provide general information, including copies of this MOU, to the City for inclusion in new employee orientation information packets.

6. BULLETIN BOARD(S)

The City will provide space on a bulletin board(s) in the City Hall and in the Police Department for the use of OCEA in posting matters of Association business.

The bulletin board(s) shall be used for the following:

- a. recreational, social and related association bulletins;
- b. scheduled association bulletins;
- c. reports of official business of the association; and
- d. any other written material which has been approved and initialed by the City.

Posted notices shall not be obscene, defamatory or of a partisan political nature, nor shall they pertain to public issues which do not involve the City or its relations with City employees.

7. JOB DESCRIPTIONS

The City shall maintain job descriptions setting forth job duties in each classification within the bargaining unit represented by the Garden Grove Chapter of the Orange County Employees' Association. A copy of each job description shall be made available to the Association. The duties of each classification shall be descriptive of the work performed in that classification.

8. TEMPORARY EMPLOYEES

By way of clarification, temporary full-time and part-time employees are not eligible for the fringe benefits, paid leave policies, or bonus pay programs (e.g., assignment pay, education incentive, etc.) that are available under this Memorandum of Understanding.

9. CONTENTS OF PERSONNEL FILE

- a. Adverse statements shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- b. An employee shall have the right to copy the pertinent parts of his or her official personnel file in any case where the employee disputes some issue related to performance or is contesting disciplinary action.
- c. An employee shall have the right to respond in writing to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file. Any such written response is to be submitted within thirty (30) days of the date on which the employee either acknowledges in writing receipt of the first document containing such information or refuses to sign such an acknowledgment. Should the employee's response be based on material facts that he or she was not aware of during the thirty (30) day time period and had no reason to be aware of, then this thirty (30) day time period will be waived.

10. ASSOCIATION LEAVE WITH PAY

The City shall allow the Association a cumulative total of twenty-five (25) hours leave with pay each calendar year in order for Association members to attend related functions or meetings.

The Association President shall request approval in advance from the department director or his or her designee to use this leave.

ARTICLE II

SALARY AND COMPENSATION

1. WAGES

The City agrees to pay the represented classifications listed in Exhibit A at the salary range (E) numbers listed.

a. FIRST YEAR (October 1, 2006 – September 30, 2007)

Effective October 7, 2006, a new top step will be added to the salary ranges of all represented classifications covered by this agreement. In addition, the "A" step of the former range will be phased out.

Each employee who, on October 7, 2006, has successfully completed one year or more of service at the old "G" step of the salary range of the classification then occupied shall advance to the new "G" step.

All other unit employees shall be placed in the new salary range according to their then current salary rate (e.g., an employee who was at the old "C" step will now be at the new "B" step) and be eligible to advance to the next step of their classification as soon as they have successfully completed one year of service at their current salary level. The old "A" step will be phased out after all current "A" step employees have satisfactorily completed six (6) months of service and been recommended for a merit increase. Until all current "A" step employees have reached their initial eligibility dates for moving to the new "A" step (i.e., new "A" step eligibility date), new employees will be hired at a "Y" rate (i.e., old "A" step), then moved up to the new "A" step based upon standards for merit advancement on their new "A" step eligibility date.

There are twenty-five (25) classifications that will receive five percent (5%) equity range adjustments effective October 7, 2006 and ten (10) of these classifications will receive an additional five percent (5%) on October 6, 2007. Employees in these classifications, as identified in Exhibit A, will have their salary ranges adjusted on the designated dates.

b. SECOND YEAR (October 1, 2007 – September 30, 2008)

Effective October 6, 2007, a new top step will be added to the salary ranges of all represented classifications covered by this agreement. In addition, the "A" step of the former range will be phased out.

Each employee who, on October 6, 2007, has successfully completed one year or more of service at the old "G" step of the salary range of the classification then occupied shall advance to the new "G" step.

All other unit employees shall be placed in the new salary range according to their then current salary rate (e.g., an employee who was at the old "C" step will now be at the new "B" step) and be eligible to advance to the next step of their classification as soon as they have successfully completed one year of service at their current salary level. The old "A" step will be phased out after all current "A" step employees have satisfactorily completed six (6) months of service and been recommended for a merit increase. Until all current "A" step employees have reached their initial eligibility dates for moving to the new "A" step (i.e., new "A" step eligibility date), new employees will be hired at a "Y" rate (i.e., old "A" step), then moved up to the new "A" step based upon standards for merit advancement on their new "A" step eligibility dates.

c. THIRD YEAR (October 1, 2008 – September 30, 2009)

Effective October 11, 2008, the salary ranges of all represented classifications covered by this Agreement will receive a cost of living adjustment (COLA) based on the Consumer Price Index (CPI), not to exceed four and one-half percent (4 ½%). The CPI to be used is the All Urban Consumers for the Los Angeles-Riverside-Orange County, CA Area (not seasonally adjusted), for the twelve-month period as of August 2008.

2. SALARY INCREASES

a. Salary Step Increases

All salary step increases will become effective on the first day of the pay period in which the employee's anniversary date occurs, unless there is a postponement. In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized.

b. Salary Increase Upon Promotion

The phrase "at least five percent higher" in Section 2.44.210 of the Municipal Code is clarified, through rounding, to mean "at least 4.5 percent higher".

c. Salary Increase Upon Appointment to a Position in an Acting Capacity

The phrase "less than five percent higher" in Section 2.44.230 of the Municipal Code is clarified, through rounding, to mean "less than 4.5 percent higher".

3. ACTING PAY

An employee who is appointed to serve in an acting capacity shall be compensated in accordance with Municipal Code Section 2.44.230, as clarified in Section 2(c) of this Article.

A person appointed in an acting capacity shall be eligible to receive merit increases in his or her permanent position during the acting appointment but shall not be entitled to merit increases in the position which he or she holds in an acting capacity.

This payment will begin no later than thirty (30) calendar days after the employee is assigned to the position by his or her department director.

4. BILINGUAL PAY

Effective July 6, 2002, the City will pay seventy dollars (\$70) to a designated bilingual employee required to utilize his/her bilingual abilities (Vietnamese, Korean, Spanish and/or any other language designated by the City Manager) on City business. Determination of capability shall be made by qualifying tests established by the City. An employee so designated by the City shall be required to translate at any time.

5. TUITION REIMBURSEMENT

The City will provide a Tuition Reimbursement Program to qualified employees as described in Exhibit "C." The former Educational Incentive Program will be phased out and will no longer be open to employees not currently receiving benefits from the program. Those employees currently receiving benefits from the Educational Incentive Program may continue to participate in the program until they become ineligible or elect to participate in the Tuition Reimbursement Program. Once an employee, who had been receiving benefits from the Educational Incentive Program, becomes ineligible to participate in the former Educational Incentive Program they may not requalify for that program.

6. LEADPERSON PAY

Leadperson pay shall be paid at five percent (5%) above the employee's base salary when assigned such duties in writing by the department director. The duration of this assignment shall be at the sole discretion of the department director.

7. MATRON DUTIES ASSIGNMENT

Police Records Specialists required to perform Matron duties will accrue one (1) hour of compensatory time for each incident. Only one Police Records Specialist may accrue this time per each incident. The request for use of compensatory time off shall be approved by the department director or his or her designee.

8. SENIOR COMMUNITY SERVICE OFFICER ASSIGNMENT

Community Service Officers regularly assigned by the Police Chief to perform the field report writing, court liaison, check detail, property and evidence, and communications call-taker functions shall be assigned to the classification of Senior Community Service Officer. Assignment to the Senior Community Service Officer classification and the duration of such assignment will be at the sole discretion of the Police Chief.

ARTICLE III
FRINGE BENEFITS

1. RETIREMENT PLAN

- a. Every employee in the competitive service shall participate in the Public Employees' Retirement System retirement plan as adopted by the City Council. Participation shall begin immediately upon employment. Such participation in the retirement plan continues until the employee terminates employment with the City for any reason, and shall then cease under the terms of said plan.
- b. Effective November 19, 1994, the City will no longer pay the employees' seven percent (7% - non-sworn) or nine percent (9% - sworn/safety) contribution to the Public Employees' Retirement System.
 - (1) Effective November 19, 1994, the employee shall begin to pay the "Employee's Contribution" to the Public Employees Retirement System (PERS). The City shall allow these contributions to be treated as "pick-up" in accordance with Section 414(h)2 of the Internal Revenue Service and applicable Government Code sections. These "pick-up" contributions, to the extent permissible, shall be treated as deferred income to the employee for federal and state tax purposes.
 - (2) The Garden Grove Chapter of the Orange County Employees' Association and each and all of its members shall indemnify and hold the City harmless from any and all claims, demands, suits, actions, liabilities, or judgments of any kind whatsoever arising out of or in connection with the actions to be taken and/or the "pick-up" contributions to be made by the City pursuant hereto.
 - (3) Any future income tax obligations resulting from the "pick-up" contributions shall be the exclusive responsibility of the employee. In the event the Internal Revenue Service shall change its current position and determine that such contributions constitute salary, not deferred compensation, any resulting tax obligations shall be the exclusive responsibility of the employee and the City shall not be held responsible therefor.
- c. The City currently contracts with PERS for the following benefits to the miscellaneous retirement plan.
 - (1) Section 21251.132 (2% at 55 Full formula for local miscellaneous members).
 - (2) Section 20024.2 (Highest Year).
 - (3) Section 20862.8 (Credit For Unused Sick Leave).
 - (4) Employee pays the entire "Employee Contribution".

- d. By June 30, 2006 of Fiscal Year 2005-2006, the City shall amend its contract with PERS to add the following benefit to the miscellaneous retirement plan:

Section 21354.4 (2.5% at 55 Full formula for local miscellaneous members - Active Members Only).

Effective at the time of this amendment, miscellaneous employees will pay an additional one percent (1%) "employee contribution" with the total "employee contribution" increasing to eight percent (8%).

- e. The City currently contracts with PERS to provide the following benefit to the Public Safety Retirement Plan to the designated sworn employees in the Association (Special Officer).

- (1) Section 21362.2 (3% @ 50 Full formula for local sworn Public Safety members).
- (2) Section 20024.2 (Highest Year).
- (3) Section 20862.8 (Credit for Unused Sick Leave).
- (4) Sworn Public Safety employees pay the entire "Employee Contribution".

2. HEALTH INSURANCE

Except as provided in Section 4 of this Article, the City shall contribute on behalf of each employee and each eligible retiree, the PERS mandatory amount per month toward the payment of premiums for health insurance under the PERS Health Insurance program. For calendar year 2006, the amount is \$64.60, for 2007 the amount will be \$80.80, and for 2008 the amount will be \$97.00. Beginning January 2009, the amount will be adjusted annually to reflect any change in the medical care component of the Consumer Price Index.

Retiring employees and their dependents shall have available the ability to continue to participate in the PERS Health Insurance program. The eligibility of participation shall be determined by the PERS program.

3. CAFETERIA PLAN

- a. The City shall make a monthly fringe benefit contribution, as referred to in Section 4 below, to each eligible member of the unit to be used toward the cafeteria plan. These funds shall only be used for eligible plans included within the cafeteria plan. The plan includes health, dental, flexible health and child care reimbursement, deferred compensation, supplemental LTD plans and cash.
- b. All employees must enroll in one of the PERS health program plans, unless they submit to the City both (1) proof of health coverage and (2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions for any other eligible plans.

- c. An employee who selects the option of not enrolling in one of the PERS plans and who meets the conditions outlined in (3-b) above shall receive a monthly credit (currently \$144) either payable in cash, contributed to the employee's account with the City's deferred compensation plan, flexible health and child care reimbursements, or supplemental LTD plan. This credit shall be provided to such employee once a year in December.

4. CITY FRINGE BENEFIT CONTRIBUTION

- a. Effective January 1, 2007, the City shall provide a "base" \$660.00 per month composite fringe benefit contribution, which includes the PERS mandatory monthly contribution described in Section 2 of this Article.
- b. Effective January 1, 2008, the City shall provide a "base" \$718 per month composite fringe benefit contribution, which includes the PERS mandatory monthly contribution described in Section 2 of this Article.
- c. Effective January 1, 2009, the City shall provide a "base" \$756.50 per month composite fringe benefit contribution, which includes the PERS mandatory monthly contribution described in Section 2 of this Article.
- d. The Association agrees to annually modify the City's monthly composite contribution as outlined in Exhibit B.
- e. Those employees who select the cafeteria plan option of cash or deferred compensation shall be provided the difference once a year in December, either through a cash payment or contribution to the employee's account with the City's deferred compensation plan.
- f. The City and Association agree to share the PERS mandatory monthly contribution for retirees (as described in 2 above). The Association will pay, from their fringe benefit contribution, \$3.00 per month per retiree and the City will pay the remaining contribution. The Association's contribution will be made as an adjustment to their annual composite rate.

5. LIFE INSURANCE

The City will provide term life insurance benefits equal to the individual's annual salary rounded to the next \$1,000.

6. LONG-TERM DISABILITY

The City will provide a long-term disability insurance program which will provide up to 2/3 of base salary (\$6,000 maximum) after the employee has been disabled for 90 calendar days or has used all of his or her accrued sick leave, whichever is longer.

7. MEDICARE

Effective April 1, 1986, all newly hired employees must be covered under MEDICARE. All newly hired employees will have a deduction from their paycheck to cover the cost of MEDICARE. The deduction and salary requirements are determined by federal regulations.

In the event that any or all of the provisions of MEDICARE are no longer applicable to local government, due to either legislation or judicial action(s), the benefits set forth in this section so effected shall be null and void and the City's requirement to provide those benefits shall cease.

8. MILEAGE REIMBURSEMENT

When an employee is authorized to use his or her private vehicle to perform official City business, the employee will be compensated at the rate of thirty-seven and one-half cents (\$.375) per mile. This amount equals the allowable IRS reimbursement rate and will not be reported as taxable income. Should the IRS reimbursement rate be adjusted, the amount listed above shall be similarly adjusted, prospectively, to the new IRS rate, but only after the City has received notification of the new IRS rates.

9. SOCIAL SECURITY (FICA)

In the event that all or part of the employees in this unit become covered by Social Security (FICA), Medicare, or any similar system during the term of the MOU, nothing in this MOU shall be construed to require the City to pay any contribution on behalf of any employee or to furnish any related benefits.

Should Federal legislation mandate Social Security (FICA) upon "new" hires into the bargaining unit, the City and the Association acknowledge that the current PERS retirement plan will not be available to those new hires, and the City and the Association will immediately begin to meet to discuss alternative retirement plans for these "new" hires.

10. ICC/AWWA CERTIFICATION

Upon prior approval of the department director, employees shall be eligible to receive reimbursement for the cost of ICC and/or AWWA test(s). Reimbursement shall only be paid for test(s) which are passed and for which a certificate is either issued or renewed.

11. CONTINUATION OF FRINGE BENEFITS

The City shall continue to pay its designated cafeteria contribution toward the cost of the medical and dental insurance premiums for up to 12 weeks in a 12-month period of a leave of absence without pay for employees who are on such status due to illness, injury, or pregnancy disability only. This time is not in addition to the time provided for under the FMLA or CFRA. Should such leave continue longer than 12 weeks, or in the case of any other type of leave of any length, the employee shall become liable for the full cost of these insurance premiums in order to continue uninterrupted coverage.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health and dental plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee.

ARTICLE IV
WORK SCHEDULES AND OVERTIME

1. WORK WEEK

- a. Employees shall be scheduled on the basis of a "9/80" work schedule encompassing a fourteen (14) calendar day period. During one (1) seven (7) day period, the employee shall work five (5) days with two (2) days off. During the other seven (7) day period, the employee shall work four (4) days with three (3) days off. One (1) of the nine (9) work days shall be eight (8) hours and the remaining days shall be nine (9) work hours.
- b. Some employees shall remain on a "5/8" work schedule as determined by the City.
- c. Employees in the Records and Civilian Report Writers section in the Police Department shall work a "4/10" work schedule. Police employees assigned to other functions will have their work schedule determined by the Police Chief.
- d. Public Safety Dispatchers and Communication Shift Supervisors will work a "3/12" schedule over a fourteen (14) calendar day period.

2. LUNCH BREAKS AND REST PERIODS

The City will provide a 30-minute or a one-hour lunch break, without pay, and two paid rest periods per work shift. The rest periods will be 10 minutes each for any work shift.

A one-half hour paid meal period, when available, will be included in the work shift for Public Safety Dispatchers/Communications Shift Supervisors. This break, when available, is to be taken within the assigned work area of the Police Station and must allow response to emergency situations.

3. OVERTIME

All work performed in excess of 40 hours per week will be paid at one and one-half times the straight hourly rate or compensation time accrued at one and one-half times.

4. CALL BACK

Off-duty employees recalled to work shall receive compensation at time and one-half their regular hourly rate for a minimum of two (2) hours, but shall not receive more than two (2) hours of compensation at time and one-half for any two (2) hour period.

5. COURT PAY

Court Pay is intended to compensate employees for time spent in court during their off-duty hours. When employees are called to attend court, they shall receive compensation at time and one-half their regular hourly rate for a minimum of two (2) hours or the actual time spent in court if it exceeds more than two (2) hours.

The actual time in court cannot be counted twice if it extends into the employee's duty shift. Lunch break from court shall not be considered work time and will not be compensated.

6. COURT ALERT PAY

Court alert pay is intended to compensate employees for the inconvenience of being available to testify in court during their off-duty hours due to a work-related subpoena. An employee shall receive two (2) hours of straight time compensation for awaiting a call to court between 8:00 a.m. and 12:00 p.m. (noon) and two (2) hours of straight time compensation for awaiting a call to court after 1:00 p.m.

Employees who receive a subpoena for a time that is less than two (2) hours prior to the commencement of their duty shift or other compensated hours, will receive actual alert pay.

Employees who receive an afternoon subpoena shall receive no compensation if they are called off prior to the court subpoena time if it is an "on duty" day for the employee, regardless of the shift hours. Employees who receive a subpoena on their days off shall be compensated for two (2) hours standby time even if they are called off prior to the subpoena time.

Employees who receive subpoenas on their duty day and are scheduled to go off duty within one (1) hour of the end of the normal court day shall not receive court alert pay. Upon completion of their duty day, if they have not been taken off call, they shall call the court liaison officer, check the case status and notify the liaison officer that they are leaving work and where they can be located for the one (1) hour. If the court liaison officer is not available, the employee will notify the Watch Commander of his or her location for the one (1) hour.

7. OVERTIME ACCRUAL

At the discretion of the department director, an employee may be allowed to accrue at the overtime rate, up to a maximum of eighty (80) hours of compensatory time in lieu of cash payment in any one fiscal year. Should the accrual exceed 80 hours at any time, the excess will be paid in cash during the payroll period in which it is accrued. At the end of each fiscal year, any hours in excess of fifty (50) will be paid out in cash.

Any "In lieu" holiday hours or Personal Leave holiday hours shall be in excess of this limit. Employees in the Police Department may not use more than twelve (12) hours of compensatory time off in a month. The request for use of compensatory time off shall be approved by the department director or his or her designee.

8. WORK DAYS - CHRISTMAS TO NEW YEARS

The majority of City facilities will be closed on the work days between Christmas and New Year's Day. Employees will be required to use holiday, vacation, compensatory time or leave without pay during this period.

9. WORK SCHEDULES DETERMINATION

Notwithstanding any other provision in this MOU, the City reserves the exclusive right to determine unilaterally, such issues relating to work schedules and alternative work schedules (e.g., 9/80, 4/10, 3/12 Plans, and Christmas/New Year's work week) as start times, scheduling and assignments to such schedules.

10. PAY PERIOD ADJUSTMENT

The City retains the right to adjust the pay periods, including the ability to continue to have the Friday after Thanksgiving Day remain an off-Friday for most employees under the 9/80 work schedule.

11. ABSENCE FROM WORK

Employees are required to use all reasonable efforts to schedule all non-work related activities, such as routine medical, dental, or other health-related appointments, auto repair and any other type of appointments that may otherwise necessitate the employee's absence from work, for their regularly scheduled days off.

12. SHIFT SELECTION PROCESS FOR CIVILIAN WORK UNITS IN THE POLICE DEPARTMENT

Managers responsible for the operation of civilian units in the Police Department that require shift assignments (Records, Communications, Civilian Report Writers) will design a shift schedule. Shift schedules are six months in duration. Prior to each shift change, each employee assigned to that unit will be asked to submit a "dream sheet" indicating his/her first and second preferences of the available shifts and days off. The respective unit managers and supervisors will assign shifts and days off taking into consideration, as one factor, the employee's preferences and previous shift assignments. No particular shift or days off are guaranteed. The unit manager will retain final scheduling authority.

ARTICLE V
LEAVE POLICY

1. VACATION LEAVE

a. Basis of Accrual

Every full-time permanent and full-time interim employee shall be entitled to a paid vacation leave of eighty (80) hours following one year of full-time service with the City. Following the completion of the first year of service, every employee, shall be allowed ten (10) hours vacation leave with pay for each full month of continuous service in which the employee has worked or has been authorized leave of absence with pay. Accrual of vacation leave after the one year of employment period will begin with the first of the month nearest the one year completion date of said service. Following the completion of the ninth year of service, every employee except part-time and temporary appointments shall be allowed twelve (12) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the fourteenth year of service, every employee except part-time and temporary appointments shall be allowed fourteen (14) hours vacation leave with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the nineteenth year of service, every employee except part-time and temporary appointments shall be allowed seventeen and one-quarter (17.25) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the twenty-fourth year of service, every employee except part-time and temporary appointments shall be allowed twenty and one-half (20.50) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay.

b. Vacation Accrual

Every full-time permanent and full-time interim employee shall be entitled to accrue vacation earned during two full calendar years of employment. If for some specific reason an employee wishes to accrue vacation leave in excess of the limits established herein, he or she must submit a request in writing to his or her department listing these reasons. The department director and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the department director and the City Manager.

c. Effects of Holiday on Vacation Leave

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

d. Effect of Leave of Absence on Accrual of Vacation Leave

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's annual vacation earned during the calendar year to be reduced proportionately for each month or major portion of a month that the employee is on leave of absence without pay.

e. Compensation for City Work During Vacation Prohibited

Police Department employees required to be available to testify in court during their approved vacation leave shall be eligible for Court Standby as defined in Article II-6. No other employee shall be permitted to work for compensation for the City in any capacity during the time of his or her paid vacation leave from City service.

f. Vacation Pay at Separation

Any employee with regular or interim status separating from the City service who has accrued vacation leave shall be entitled to pay in lieu of such vacation. When separation is caused by death of an employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

g. Vacation Buy-Back

Effective December 31, 2006, and each December 31st thereafter, employees may convert up to eighty (80) hours of unused vacation benefit at their then (December 31) hourly rate of pay into cash, provided that they have utilized at least eighty (80) hours of vacation benefits in the calendar year ending on said December 31 and have remaining after such conversion at least eighty (80) hours of unused vacation benefits.

2. HOLIDAYS

a. Authorized Holidays

Every full-time regular and full-time interim employee on a 9/80 work schedule shall be entitled up to nine (9) hours pay for the following holidays each calendar year and such other days or portions of days as may be designated by action of the City Council:

- * January 1st (New Year's Day)
- Third Monday of February (President's Day)
- Last Monday of May (Memorial Day)
- ** July 4th (Independence Day)
- First Monday in September (Labor Day)
- Fourth Thursday in November (Thanksgiving Day)
- * December 25th (Christmas Day)
- * Two (2) work days - the week between Christmas and New Year's
- ** Two (2) Floating holidays

- * The specific day that City employees will observe these holidays will be designated by the City Manager six (6) months prior to actual observation.

** In any year that July 4th falls on a closed Friday for City Hall employees, Saturday or Sunday, employees shall receive an "In lieu" holiday of nine (9) hours of compensatory time that must be used between July 1st and December 31st of that year. Employees on a 4/10 schedule shall receive ten (10) hours and those on a 3/12 schedule shall receive twelve (12) hours.

*** One (1) Floating holiday will be added effective January 1, 2007. One (1) Floating holiday will be added effective January 1, 2009.

The request for use of Floating holidays shall be approved by the department director or his or her designee each year. All holidays must be used by December 31st of each year.

The above-listed holidays for employees on a "5/8" work schedule shall be eight (8) hour days, including any "In lieu" holidays. Those employees shall also receive the Friday after Thanksgiving as a paid holiday.

b. Authorized Holidays - Other Work Schedules

Effective January 1, 1995, full-time employees on a 4/10 or 3/12 work schedule shall be entitled to receive 80 hours of holiday pay each calendar year to be used on the following days:

- * January 1st (New Year's Day)
Third Monday of February (Presidents' Day)
Last Monday of May (Memorial Day)
- ** July 4th (Independence Day)
First Monday in September (Labor Day)
Fourth Thursday in November (Thanksgiving Day)
- * December 25th (Christmas Day)

Employees on the 4/10 schedule shall also receive one (1) Personal Leave Day which use must be approved by the department director or his or her designee and used by December 31st of each year.

Effective January 1, 2007, one (1) floating holiday of nine (9) hours shall be added. Effective January 1, 2009, one (1) floating holiday of nine (9) hours shall be added. The request for use of floating holidays shall be approved by the department director or his or her designee each year. All holidays must be used by December 31st of each year.

c. Procedure if Holiday Falls on Regular Day Off

When a holiday falls on a regular day off, said employees shall be entitled to equivalent time off in lieu of the holiday. Determination of when such time off may be taken shall be made by mutual agreement.

d. Employees Required to Work on Holiday

Any employee whose work schedule and assignment of duties require him or her to work on an authorized holiday shall receive additional compensation, either time off or pay, for such work at time and one-half the rate at which he or she is employed. Determination of when such time off may be taken shall be made by mutual agreement. For purposes of this section, "authorized" holiday is defined as the actual calendar date of the holiday and not necessarily the date the holiday is observed by the City. The Personal Leave holiday shall not be considered an authorized holiday for the purpose of this paragraph only.

e. Eligibility for Holiday Pay

An employee must work or be on paid leave status or regularly scheduled day off on both the work day prior to and work day following an authorized holiday in order to be eligible for holiday pay. The only exception is between the Christmas-New Year's period, for those employees whose City office is closed, when an employee may take leave without pay and not lose eligibility for those holidays. When an authorized holiday occurs during an employee's paid leave, the employee shall receive holiday pay for that day which will not be charged against his or her paid leave. Should an employee request use of paid sick leave on the day prior to and/or after an authorized holiday, the department director may, where he or she has reason to believe the employee is abusing sick leave, require a doctor's certificate or other satisfactory proof of illness before holiday pay is granted.

3. SICK LEAVE

a. Accrual of Sick Leave

Every full-time regular and full-time interim employee shall be allowed eight (8) hours sick leave with pay for each calendar month of actual continuous service dating from the first of the month nearest the commencement of said service. Such accruals shall be cumulative.

b. Family Sick Leave

Forty-eight (48) hours of normally accrued sick leave may be permitted to be used in any calendar year for family sick leave in lieu of personal sick leave. Only members of the employee's immediate family (legal spouse, dependent children, dependent sibling residing with employee, and/or dependent parents) who may/may not live in the employee's household, but who require the employee's presence for the purpose of receiving medical care, shall qualify for family sick leave benefit; or, to the extent an employee is required to care for a below school-age child, or a dependent child below ten years of age in the case of school holidays or school breaks, where the spouse who customarily and on a daily basis is that child's primary caretaker, is medically disabled from performing that function.

c. Proof of Illness

The Personnel Services Director may require a certificate issued by a licensed physician or other satisfactory proof of illness before any type of sick leave is granted for any absence. If the sick leave request equals five (5) or more working days, the Personnel Services Director may also designate a licensed physician to conduct a physical examination and such examination shall be conducted at City expense. Employees shall be required to complete a sick leave verification form when returning to work after utilizing sick leave. Such certificate must document that the employee was treated by a licensed physician on the day or a day of the absence and that he or she was required to be off work for the entire period of the absence.

d. Effect of Leave of Absence on Sick Leave Accrual

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's normal rate of sick leave accumulation to be extended by the number of calendar days for which such leave of absence has been granted less the first fifteen (15) calendar days of such leave.

e. Annual Sell Back

Once every fiscal year during the month of July, an employee who has accumulated 240 unused sick leave hours shall be eligible to sell back to the City one-half of his or her annual accrued but unused sick leave hours in excess of 240 hours, at the rate of \$.70 on the dollar based upon the hourly rate of pay in effect as of June 30. The remaining one-half of annual accrued but unused sick leave hours will remain in the employee's bank of accumulated sick leave. The employee may instead convert the equivalent amount of hours, after the \$.70 on the dollar conversion, to vacation hours. (See Exhibit D.)

f. Pay Off at Retirement

At the time of an employee's service or disability retirement, the City shall pay to him or her an amount equal to 50% of his or her total accumulated but unused sick leave hours, provided that the 50% pay out under this provision may be applied to no more than 1,000 hours accumulated but unused sick leave. The remaining accumulated but unused sick leave hours will be used toward the extension of his or her service period under the PERS retirement system, per PERS rules. (See Exhibit D.)

At the written request of the employee, 100% of the accumulated but unused sick leave hours may be used toward the extension of his or her service period under PERS rules and no payout will occur.

4. ON-THE-JOB INJURY LEAVE

a. Workers' Compensation Leave

Employees compelled to be absent from duty on account of injury or illness arising out of and in the course of employment shall receive a paid leave of absence for work time lost, but not to exceed the first three (3) calendar days.

b. Temporary Disability

- (1) If an employee is eligible to receive temporary disability payments under the California Workers' Compensation Law, the City shall apply his or her accumulated unused sick leave in a prorated amount equal to the difference between his or her regular salary and the temporary disability payment.
- (2) The employee, under such system, shall be entitled to receive a cumulative total of up to six (6) months supplemental compensation for absences following and related to the occurrence of a specific injury regardless of his or her initial unused accrued sick leave balance. This supplemental compensation shall cease at the end of the cumulative six (6) months, regardless of whether there is any remaining accumulated but unused sick leave balance. At that time, the employee may still be eligible for temporary disability payments under the Workers' Compensation Law.

c. Accrual of Leave Benefits

Any regular employee shall continue to accrue vacation, holidays and sick leave and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury, providing he or she receives compensation payments under the provisions of the California Workers' Compensation Law. A probationary employee shall be entitled to the same benefits as a regular employee except he or she shall not continue to earn eligibility for consideration for merit salary increases.

5. BEREAVEMENT LEAVE

Whenever any employee, except those with temporary appointments, is compelled to be absent from duty by reason of death or critical illness where death appears imminent, of members of the employee's extended family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, step-parent, grandmother, grandfather, grandchildren, legal guardian or ward), such person shall be entitled to a one-time per family member leave of absence with pay, for up to four (4) working days.

6. MILITARY LEAVE

Military leave with pay shall be granted in accordance with provisions of the Military and Veterans Code of the State. An employee entitled to military leave shall give his or her department director an opportunity within the limits of military regulations to determine when such leave shall be taken. The employee shall immediately notify his or her supervisor upon receipt of military orders and present a copy of the orders to his or her department director prior to taking such leave. The department director shall in turn advise the Personnel Services Director of such military orders.

7. NON-INDUSTRIAL DISABILITY LEAVE

An employee who is temporarily incapable of performing the full range of duties of his or her position due to illness, injury, or pregnancy disability must provide a medical certificate from his or her treating physician certifying that the medical leave is necessary and the employee is unable to perform their job duties, specific limitations/restrictions, the beginning date and anticipated ending date of such limitations/restrictions. Should the employee need to take a leave of absence due to such disability, he or she must use all accrued paid leave prior to requesting leave without pay, provided that the use of sick leave in the case of pregnancy disability is optional to the employee prior to use of leave without pay. A medical certificate from the employee's treating physician stating the requirement for leave and anticipated length of leave must be submitted to the Personnel Services Director prior to authorization for such leave. Upon return to work from a disability leave, a medical certificate with specific comment on limitations/restrictions (or lack of such) must be submitted to the Personnel Services Director.

8. JURY DUTY

- a. An employee called for jury duty shall as soon as practicable notify his or her department director of the required duty dates upon receipt of such notice. Employees serving on jury duty in courts which have established a "call-in" system are requested to use this "call-in" process.
- b. An employee will not be paid additional salary on days he or she is required to be in attendance at court for jury duty on an observed City holiday. For any regular work day or part of regular work day that an employee is not required to be in court, he or she shall report to the City for duty. Employees must account to their department director for any time off due to illness or any other reason(s) while on jury duty.
- c. The City will pay the salary for up to fifteen (15) working days in a calendar year of a regular or probationary employee who is required to serve jury duty if he or she remits to the City his or her compensation for such jury duty and submits written documentation of attendance at court. If he or she does not remit this compensation and submit certified documentation of attendance, he or she shall be paid only for the time he or she actually worked in his or her City position. Notification of requirement to serve on jury duty and intent to remit compensation for such shall be made in writing to the employee's department director prior to such service.

9. TIME OFF FOR EXAMINATIONS

All persons in the competitive service shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations pertaining to positions in the competitive service of the City.

10. LEAVE OF ABSENCE WITHOUT PAY

a. General Policy

Any employee may be granted a leave of absence without pay upon the approval of the City Manager pursuant to the recommendation of his or her department director and the Personnel Services Director, except that in case of a leave of absence without pay of fifteen (15) consecutive calendar days or less, the approval of the City Manager shall not be required. A leave without pay may be granted for any of the following reasons:

- (1) Illness or Disability
- (2) Pregnancy
- (3) To take a course of study which will increase the employee's usefulness on return to his or her position in the City's service
- (4) For personal reasons acceptable to the City Manager and/or Personnel Services Director and department director.

b. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the Personnel Services Director and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee but may be initiated by his or her department director and upon written recommendation of the department director that it be granted, modified or denied shall be promptly transmitted to the Personnel Services Director. The Personnel Services Director shall then make his or her recommendation in writing and transmit the request to the City Manager unless the request is for a leave of fifteen (15) consecutive calendar days or less in which case the action of the Personnel Services Director shall be final. A copy of any approved request for leave of absence without pay shall be delivered promptly to the Finance Director.

c. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed one year provided that the City Manager may extend such leave for an additional period up to one year. Procedure in granting extensions shall be the same as that in granting the original leave provided that the request for extension is made not later than fourteen (14) calendar days prior to the expiration of the original leave.

d. Return from Leave

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he or she shall contact his or her department director at least fourteen (14) calendar days prior to the day he or she plans to return. The department director shall promptly notify the Personnel Services Director of the employee's intention.

e. Leave Without Pay

An employee shall utilize all his or her vacation and/or compensatory time off prior to taking an authorized leave of absence without pay.

11. ABSENCE WITHOUT LEAVE

a. Advance Notice

Whenever possible an employee shall notify his or her department director or immediate supervisor in advance of the date he or she expects to be absent from duty and the reasons for such absence.

b. Notification on Day of Absence

Any employee who is absent from duty shall report the reason for such absence to his or her department director or immediate supervisor within 30 minutes after the start of his or her normal work shift, except where uncontrollable circumstances prevent the employee from calling within that time frame. In that event, the employee shall give such notice as soon as practicable.

Police Department employees shall report to the Watch Commander at least one hour prior to the beginning of their assigned work shift.

c. Failure to Provide Notice

An employee who is absent without notice may be considered to have abandoned his or her position and therefore may be terminated from City service.

ARTICLE VI

EQUIPMENT AND SAFETY

1. STEEL-TOED SAFETY SHOES

Any employee represented by the Association who is required to regularly wear steel-toed safety shoes shall be entitled to a reimbursement of up to one-hundred ninety dollars (\$190) per fiscal year for the purchase or repair of approved shoes upon presentation of receipt of such purchase/repair.

Employees in the classifications of Environmental Services Specialist and Senior Environmental Services Specialist shall be required to wear steel-toed safety shoes while on industrial inspections and/or at construction sites and shall be entitled to a reimbursement of up to one hundred dollars (\$100) per fiscal year upon presentation of receipt of such purchase or repair of approved shoes.

2. SAFETY COMMITTEE

The City will authorize one representative of the Association to be a member of the Citywide Safety Committee.

3. UNIFORMS

Employees may be required to wear uniforms issued by the City if so determined by their respective department director(s). The City will replace uniforms due to normal wear.

ARTICLE VII
WORKING CONDITIONS

1. EMPLOYMENT MEDICAL AND/OR PHYSICAL EXAMINATION

Any employee in the competitive service may be required to take and pass a medical, physical and/or psychological examination whenever, in the judgment of the appointing authority, it would be in the best interest of the City to make such a requirement. Employees who, in the opinion of the medical examiner, are physically incapable of meeting the normal requirements of their positions may be assigned to a class for which they are suitable. All employment examinations required by the City shall be conducted at City expense.

2. TRAINING

For on-the-job training purposes, the City may assign an employee to a higher classification in order to learn the duties of that classification. The individual employee will be made aware of the program to be carried out and the training period will not continue for more than six months. The individual assigned will continue to receive compensation at the rate to which he or she is assigned in his or her regular position while in the training capacity. Selection of the individual will be from a list of volunteers based on job performance experiences and related factors.

3. PROMOTIONAL POLICY

Where qualified candidates exist, it shall continue to be the City's policy to encourage promotion from within to the fullest extent of the law.

4. RECLASSIFICATION REQUEST PROCEDURE

An employee who believes his or her work is not properly classified may submit a written request to his or her supervisor that a classification study be conducted. Such requests shall state the reason the employee believes his or her present classification assignment is not appropriate and state which classification the employee believes is appropriate based on the employee's present duties. The department shall forward the request to the Personnel Services Department within 15 days of such request with a recommendation for consideration.

Once a request has been submitted, the Personnel Services Department will meet with two (2) representatives of the Association within fifteen (15) days to discuss the appropriateness of such request. If the request is determined to be a classification issue, and not simply a compensation issue, then the Personnel Services Department shall perform a classification study within ninety (90) days after the person who has requested the study has completed all documentation requested by the Personnel Services Department.

If the study is not completed within 90 days, at the request of the Association, the Personnel Services Department will meet with the Association to discuss the status of the study. If after the 90-day period the classification study determines that a reclassification is appropriate and it is approved by the City Manager, then the

reclassification will become effective retroactive to 90 days after the request was submitted and determined appropriate. This 90-day period is determined to begin after the employee has submitted all necessary documentation requested by the Personnel Services Department. Upon mutual agreement of the Association and the Personnel Services Department, the time periods identified above may be extended.

The Personnel Services Department shall submit the results of the classification study with a recommendation for action to the City Manager and forward a response to the employee within 30 days after completion of the study. The response to a request for reclassification shall include, but not be limited to: (a) denial of the request; or, (b) reclassifying the employee to the appropriate classification.

5. OUTSIDE EMPLOYMENT

An employee in the competitive service shall not engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with his or her duties, functions or responsibilities as a City employee, nor shall he or she engage in any outside business or employment activity which will directly or indirectly contribute to the lessening of his or her effectiveness as a City employee.

ARTICLE VIII
GRIEVANCE/DISCIPLINE/LAYOFF/PROBATIONARY PERIOD

1. GRIEVANCE PROCEDURE

The parties agree that the grievance procedure contained in Resolution No. 4066-71 as amended shall be binding upon the parties for the term of this Agreement and is incorporated herein by reference.

2. DISCIPLINARY NOTICE PROCEDURE

The City will follow notice and procedures required by law prior to implementing disciplinary proceedings.

3. DISCIPLINARY APPEAL

Both the City and the Association acknowledge the right to waive the tri-partite ad hoc personnel appeals board, as described in Section 2.44.390 of the Municipal Code.

The appeals procedure set forth in Garden Grove Municipal Code Section 2.44.390 ("Appeals Procedure") shall not be available for disciplines of less than a full day; provided, however, that in the event a discipline of a day or more is issued as part of progressive discipline, and such level of progressive discipline relies on a previous incident for which the Appeals Procedure was not available ("Previous Incident"), the employee may raise the propriety of the Previous Incident, but only as part of the determination of the propriety of the discipline of a day or more, and only if the employee, on a timely basis, exhausted the administrative remedies available to them in the Grievance Procedure for the Previous Incident.

4. LAYOFF PROCESS

City Code Section 2.44.400 states, "Seniority and competency shall be observed in effecting a reduction in personnel. Layoff shall be made within classes of positions for layoff purposes, competency shall be determined by the head of the department." The layoff process shall be utilized on a departmental basis.

EXAMPLE:

<u>Seniority</u>		<u>Competency</u>		<u>Average Ranking</u>
1	Employee A	2	$3 \div 2 =$	1-1/2
2	Employee B	3	$5 \div 2 =$	2-1/2
3	Employee C	1	$4 \div 2 =$	2

Employee B (the employee with the highest average ranking) would be the employee selected to be laid off in this classification.

If Employee B chooses to bump into a lower classification he or she would be given a competency factor equal to the average for the new classification.

In the event of equal average ranking scores, seniority will be used to determine selection.

Step 1

Determination of need for layoff will be made by the City.

Step 2

Classifications to be affected will be determined by the City and number involved.

Step 3

Within the classification, employees will be ranked by seniority and ranked by competency in classification. After six months employee carries seniority in the new position with him or her into the new classification. Seniority is computed from date of probationary appointment to full-time position, whether City or federally funded.

Step 4

The department director will determine, based on official personnel records and/or qualified testing procedures, where applicable, the individual selected for layoff in the classification. The department director will utilize a combination of the seniority and competency of the individual in making this determination. The Personnel Services Director will confer with the Employees' Association if qualified testing is to take place.

Step 5

An individual laid off from a particular classification may "bump" into a classification for which he or she is qualified (qualification is presumed where the person has held the position previously with the City or where a lower position is in a normal line of promotion). After an employee is informed of an impending layoff or "bump down", he or she must inform the Personnel Services Director within five working days of his or her intent to take the option of the layoff or the "bump down".

Step 6

The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.

Step 7

When the "bump down" reaches the lowest classification in the series, determination for layoff will be made by seniority only.

5. SENIORITY

Seniority is defined as the length of continuous paid employment with the City. Seniority shall be retained but shall not accrue during periods of leave without pay.

6. PROBATIONARY PERIOD

a. Initial Probationary Period

Every person receiving an appointment to the competitive service which has not been designated as a temporary position shall be required to serve a probationary period of twelve (12) months, commencing on the date of appointment.

b. Probationary Period Following Promotion

- (1) Regular Employee: A regular employee who is promoted shall serve a probationary period of six (6) months in the new position to which he or she has been promoted commencing on the date of such promotion. This probationary period may be extended for up to an additional six (6) month period, upon action of the department director.
- (2) Probationary Employee: A probationary employee who is promoted to a position in a class with a higher salary range shall complete the probationary period of six (6) months required of employees with regular status who have been promoted. This probationary period may be extended for up to an additional six (6) month period, upon action of the department director.
- (3) When a department manager reasonably concludes that an employee's six (6) month probationary period is insufficient to allow the manager to evaluate the performance of the employee, the department manager may recommend in writing to the department director that the probationary period be extended for up to a six (6) month period. The department director shall have exclusive authority over any such extension. In the event the probationary period is so extended, the affected employee shall have an opportunity to discuss the extension with his or her department director. During the extension period the employee shall remain in probationary status, unless the department director removes the employee from probationary status prior to the end of the extended probationary period.

If the department director wishes to extend a probationary period, he or she shall so notify the affected employee in writing before the end of the original six (6) month probationary period.

c. Police Department Positions

Notwithstanding the probationary time periods set forth above, the classifications of Communications Shift Supervisor, Community Services Officer, Police Records Shift Supervisor, and Special Officer shall serve a probationary period of twelve (12) months, commencing on the date of appointment, for both initial appointments and promotional appointments. Public Safety Dispatcher shall serve a probation period of eighteen (18) months commencing on the date of appointment, for both initial appointments and promotional appointments.

ARTICLE IX
GENERAL PROVISIONS

1. SAVING CLAUSE

If any provision of this Agreement or the application of such provisions to any person or circumstances be ruled contrary to law, by any Federal or State court, or duly authorized agency, the remainder of this Agreement will remain in full force and effect.

2. FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Copies of the following documents are incorporated herein by reference:

- a. Meyers-Milias-Brown Act
- b. City Council Resolution No. 4066-71 as amended -- Employee Relations Resolution
- c. Chapter 2.44 of the Garden Grove Municipal Code, revised, entitled "Personnel System"

Represented ClassificationSalary RangeEffective 10/7/06Effective 10/6/07

Information Technology Technician	E 149	
Insurance Program Coordinator	E 150	
Office Assistant	E 113**	
Permit Technician	E 140	
Plan Check Engineer	E 190	
Planner	E 174	
Police Records Shift Supervisor	E 140**	
Police Records Specialist	E 125**	
Principal Account Specialist	E 132**	
Principal Engineering Technician	E 169	
Principal Office Assistant	E 133**	
Public Safety Dispatcher	E 150	
Public Works Technician	E 145	
Real Property Agent	E 162	
Reprographics Equipment Operator	E 109	
Senior Account Specialist	E 122**	
Senior Accountant	E 166**	E 171***
Senior Administrative Aide (*Personnel Services)	E 150	
Senior Building Inspector	E 170	
Senior Code Enforcement Officer	E 160	
Senior Community Service Officer	E 136	
Senior Economic Development Specialist	E 162	
Senior Employment Specialist	E 135	
Senior Engineering Technician	E 159	
Senior Environmental Services Specialist	E 153	
Senior Fire Protection Specialist	E 171**	
Senior Housing Specialist	E 145**	E 150***
Senior Information Technology Technician	E 159	
Senior Office Assistant	E 123**	
Senior Repro Equipment Operator	E 135	
Senior Water Quality Technician	E 165	
Senior Word Processing Operator	E 123	
Special Officer	E 152**	E 157***
Stock Clerk	E 112	
Storekeeper	E 135	
Water Quality Technician	E 150	
Webmaster	E 174	
Word Processing Operator	E 113	

- Note:
- * The above classifications are designated confidential employees for the purposes of the Meyers-Milias-Brown Act.
 - ** Classifications receiving equity range adjustments effective October 7, 2006.
 - *** Classifications receiving equity range adjustments effective October 6, 2007.

Salary Range Schedule – Effective October 7, 2006 – October 5, 2007

CODE	A-STEP	B-STEP	C-STEP	D-STEP	E-STEP	F-STEP	G-STEP
E101	2486	2611	2741	2878	3022	3173	3332
E102	2511	2637	2769	2907	3052	3205	3365
E103	2536	2663	2796	2936	3083	3237	3399
E104	2562	2690	2824	2966	3114	3270	3434
E105	2587	2717	2853	2995	3145	3302	3467
E106	2613	2744	2881	3025	3176	3335	3502
E107	2639	2771	2910	3055	3208	3369	3537
E108	2666	2799	2939	3086	3240	3402	3572
E109	2692	2827	2968	3117	3273	3436	3608
E110	2719	2855	2998	3148	3305	3471	3645
E111	2747	2884	3028	3179	3338	3505	3680
E112	2774	2913	3058	3211	3372	3540	3717
E113	2802	2942	3089	3243	3406	3576	3755
E114	2830	2971	3120	3276	3440	3612	3793
E115	2858	3001	3151	3309	3474	3648	3830
E116	2887	3031	3183	3342	3509	3684	3868
E117	2915	3061	3214	3375	3544	3721	3907
E118	2945	3092	3246	3409	3579	3758	3946
E119	2974	3123	3279	3443	3615	3796	3986
E120	3004	3154	3312	3477	3651	3834	4026
E121	3034	3186	3345	3512	3688	3872	4066
E122	3064	3217	3378	3547	3725	3911	4107
E123	3095	3250	3412	3583	3762	3950	4148
E124	3126	3282	3446	3619	3799	3989	4188
E125	3157	3315	3481	3655	3837	4029	4230
E126	3189	3348	3515	3691	3876	4070	4274
E127	3221	3382	3551	3728	3915	4110	4316
E128	3253	3415	3586	3765	3954	4151	4359
E129	3285	3450	3622	3803	3993	4193	4403
E130	3318	3484	3658	3841	4033	4235	4447
E131	3351	3519	3695	3880	4074	4277	4491
E132	3385	3554	3732	3918	4114	4320	4536
E133	3419	3590	3769	3958	4155	4363	4581
E134	3453	3625	3807	3997	4197	4407	4627
E135	3487	3662	3845	4037	4239	4451	4674
E136	3522	3698	3883	4077	4281	4495	4720
E137	3557	3735	3922	4118	4324	4540	4767
E138	3593	3773	3961	4159	4367	4586	4815
E139	3629	3810	4001	4201	4411	4632	4864
E140	3665	3849	4041	4243	4455	4678	4912
E141	3702	3887	4081	4285	4500	4725	4961

Salary Range Schedule – Effective October 7, 2006 – October 5, 2007

E142	3739	3926	4122	4328	4545	4772	5011
E143	3776	3965	4163	4372	4590	4820	5061
E144	3814	4005	4205	4415	4636	4868	5111
E145	3852	4045	4247	4459	4682	4917	5163
E146	3891	4085	4290	4504	4729	4966	5214
E147	3930	4126	4332	4549	4777	5015	5266
E148	3969	4167	4376	4595	4824	5065	5318
E149	4009	4209	4420	4640	4873	5116	5372
E150	4049	4251	4464	4687	4921	5167	5425
E151	4089	4294	4508	4734	4970	5219	5480
E152	4130	4337	4553	4781	5020	5271	5535
E153	4171	4380	4599	4829	5070	5324	5590
E154	4213	4424	4645	4877	5121	5377	5646
E155	4255	4468	4691	4926	5172	5431	5703
E156	4298	4513	4738	4975	5224	5485	5759
E157	4341	4558	4786	5025	5276	5540	5817
E158	4384	4603	4834	5075	5329	5595	5875
E159	4428	4649	4882	5126	5382	5651	5934
E160	4472	4696	4931	5177	5436	5708	5993
E161	4517	4743	4980	5229	5490	5765	6053
E162	4562	4790	5030	5281	5545	5823	6114
E163	4608	4838	5080	5334	5601	5881	6175
E164	4654	4887	5131	5387	5657	5940	6237
E165	4700	4935	5182	5441	5713	5999	6299
E166	4747	4985	5234	5496	5771	6059	6362
E167	4795	5035	5286	5551	5828	6120	6426
E168	4843	5085	5339	5606	5887	6181	6490
E169	4891	5136	5393	5662	5945	6243	6555
E170	4940	5187	5447	5719	6005	6305	6620
E171	4990	5239	5501	5776	6065	6368	6686
E172	5040	5291	5556	5834	6126	6432	6754
E173	5090	5344	5612	5892	6187	6496	6821
E174	5141	5398	5668	5951	6249	6561	6889
E175	5192	5452	5724	6011	6311	6627	6958
E176	5244	5506	5782	6071	6374	6693	7028
E177	5297	5561	5839	6131	6438	6760	7098
E178	5350	5617	5898	6193	6502	6828	7169
E179	5403	5673	5957	6255	6567	6896	7241
E180	5457	5730	6016	6317	6633	6965	7313
E181	5512	5787	6077	6380	6699	7034	7386
E182	5567	5845	6137	6444	6766	7105	7460
E183	5622	5904	6199	6509	6834	7176	7535

Salary Range Schedule – Effective October 7, 2006 – October 5, 2007

E184	5679	5963	6261	6574	6902	7248	7610
E185	5735	6022	6323	6639	6971	7320	7686
E186	5793	6082	6387	6706	7041	7393	7763
E187	5851	6143	6450	6773	7112	7467	7840
E188	5909	6205	6515	6841	7183	7542	7919
E189	5968	6267	6580	6909	7255	7617	7998
E190	6028	6329	6646	6978	7327	7693	8078
E191	6088	6393	6712	7048	7400	7770	8159
E192	6149	6457	6779	7118	7474	7848	8240
E193	6211	6521	6847	7190	7549	7927	8323
E194	6273	6586	6916	7261	7625	8006	8406
E195	6335	6652	6985	7334	7701	8086	8490
E196	6399	6719	7055	7407	7778	8167	8575
E197	6463	6786	7125	7482	7856	8248	8660
E198	6527	6854	7197	7556	7934	8331	8748
E199	6593	6922	7268	7632	8014	8414	8835
E200	6659	6992	7341	7708	8094	8498	8923

Salary Range Schedule – Effective October 6, 2007 – October 10, 2008

CODE	A-STEP	B-STEP	C-STEP	D-STEP	E-STEP	F-STEP	G-STEP
E101	2611	2741	2878	3022	3173	3332	3499
E102	2637	2769	2907	3052	3205	3365	3533
E103	2663	2796	2936	3083	3237	3399	3569
E104	2690	2824	2966	3114	3270	3434	3606
E105	2717	2853	2995	3145	3302	3467	3640
E106	2744	2881	3025	3176	3335	3502	3677
E107	2771	2910	3055	3208	3369	3537	3714
E108	2799	2939	3086	3240	3402	3572	3751
E109	2827	2968	3117	3273	3436	3608	3788
E110	2855	2998	3148	3305	3471	3645	3827
E111	2884	3028	3179	3338	3505	3680	3864
E112	2913	3058	3211	3372	3540	3717	3903
E113	2942	3089	3243	3406	3576	3755	3943
E114	2971	3120	3276	3440	3612	3793	3983
E115	3001	3151	3309	3474	3648	3830	4022
E116	3031	3183	3342	3509	3684	3868	4061
E117	3061	3214	3375	3544	3721	3907	4102
E118	3092	3246	3409	3579	3758	3946	4143
E119	3123	3279	3443	3615	3796	3986	4185
E120	3154	3312	3477	3651	3834	4026	4227
E121	3186	3345	3512	3688	3872	4066	4269
E122	3217	3378	3547	3725	3911	4107	4312
E123	3250	3412	3583	3762	3950	4148	4355
E124	3282	3446	3619	3799	3989	4188	4397
E125	3315	3481	3655	3837	4029	4230	4442
E126	3348	3515	3691	3876	4070	4274	4488
E127	3382	3551	3728	3915	4110	4316	4532
E128	3415	3586	3765	3954	4151	4359	4577
E129	3450	3622	3803	3993	4193	4403	4623
E130	3484	3658	3841	4033	4235	4447	4669
E131	3519	3695	3880	4074	4277	4491	4716
E132	3554	3732	3918	4114	4320	4536	4763
E133	3590	3769	3958	4155	4363	4581	4810
E134	3625	3807	3997	4197	4407	4627	4858
E135	3662	3845	4037	4239	4451	4674	4908
E136	3698	3883	4077	4281	4495	4720	4956
E137	3735	3922	4118	4324	4540	4767	5005
E138	3773	3961	4159	4367	4586	4815	5056
E139	3810	4001	4201	4411	4632	4864	5107
E140	3849	4041	4243	4455	4678	4912	5158
E141	3887	4081	4285	4500	4725	4961	5209

Salary Range Schedule – Effective October 6, 2007 – October 10, 2008

E142	3926	4122	4328	4545	4772	5011	5262
E143	3965	4163	4372	4590	4820	5061	5314
E144	4005	4205	4415	4636	4868	5111	5367
E145	4045	4247	4459	4682	4917	5163	5421
E146	4085	4290	4504	4729	4966	5214	5475
E147	4126	4332	4549	4777	5015	5266	5529
E148	4167	4376	4595	4824	5065	5318	5584
E149	4209	4420	4640	4873	5116	5372	5641
E150	4251	4464	4687	4921	5167	5425	5696
E151	4294	4508	4734	4970	5219	5480	5754
E152	4337	4553	4781	5020	5271	5535	5812
E153	4380	4599	4829	5070	5324	5590	5870
E154	4424	4645	4877	5121	5377	5646	5928
E155	4468	4691	4926	5172	5431	5703	5988
E156	4513	4738	4975	5224	5485	5759	6047
E157	4558	4786	5025	5276	5540	5817	6108
E158	4603	4834	5075	5329	5595	5875	6169
E159	4649	4882	5126	5382	5651	5934	6231
E160	4696	4931	5177	5436	5708	5993	6293
E161	4743	4980	5229	5490	5765	6053	6356
E162	4790	5030	5281	5545	5823	6114	6420
E163	4838	5080	5334	5601	5881	6175	6484
E164	4887	5131	5387	5657	5940	6237	6549
E165	4935	5182	5441	5713	5999	6299	6614
E166	4985	5234	5496	5771	6059	6362	6680
E167	5035	5286	5551	5828	6120	6426	6747
E168	5085	5339	5606	5887	6181	6490	6815
E169	5136	5393	5662	5945	6243	6555	6883
E170	5187	5447	5719	6005	6305	6620	6951
E171	5239	5501	5776	6065	6368	6686	7020
E172	5291	5556	5834	6126	6432	6754	7092
E173	5344	5612	5892	6187	6496	6821	7162
E174	5398	5668	5951	6249	6561	6889	7233
E175	5452	5724	6011	6311	6627	6958	7306
E176	5506	5782	6071	6374	6693	7028	7379
E177	5561	5839	6131	6438	6760	7098	7453
E178	5617	5898	6193	6502	6828	7169	7527
E179	5673	5957	6255	6567	6896	7241	7603
E180	5730	6016	6317	6633	6965	7313	7679
E181	5787	6077	6380	6699	7034	7386	7755
E182	5845	6137	6444	6766	7105	7460	7833
E183	5904	6199	6509	6834	7176	7535	7912

Salary Range Schedule – Effective October 6, 2007 – October 10, 2008

E184	5963	6261	6574	6902	7248	7610	7991
E185	6022	6323	6639	6971	7320	7686	8070
E186	6082	6387	6706	7041	7393	7763	8151
E187	6143	6450	6773	7112	7467	7840	8232
E188	6205	6515	6841	7183	7542	7919	8315
E189	6267	6580	6909	7255	7617	7998	8398
E190	6329	6646	6978	7327	7693	8078	8482
E191	6393	6712	7048	7400	7770	8159	8567
E192	6457	6779	7118	7474	7848	8240	8652
E193	6521	6847	7190	7549	7927	8323	8739
E194	6586	6916	7261	7625	8006	8406	8826
E195	6652	6985	7334	7701	8086	8490	8915
E196	6719	7055	7407	7778	8167	8575	9004
E197	6786	7125	7482	7856	8248	8660	9093
E198	6854	7197	7556	7934	8331	8748	9185
E199	6922	7268	7632	8014	8414	8835	9277
E200	6992	7341	7708	8094	8498	8923	9369

CITY FRINGE BENEFIT FORMULA1. CITY COMPOSITE/BASE FIGURE

The composite City cost shall be calculated as of January 1, 2007, to be \$660.00. This "base" figure may be changed as provided in Article III, Section 4, and as set forth below.

2. "NO COST" CONCEPT

The Association agrees to modify annually the City's composite health benefit contribution. This shall be known as the "adjusted" composite cost and is based on the costs of the following:

- a. Actives: The actual annual City total cafeteria benefit contribution to all enrolled unit employees and those not enrolled, but eligible for the monthly credit (currently \$144). This amount will be calculated each June by totaling the costs for the previous twelve (12) months.
- b. Retirees: The actual annual City total cost of all enrolled unit retirees in the PERS Health program. This amount will be calculated each June by totaling the City costs for the previous twelve (12) months.
- c. Administration: Fifty percent (50%) of the cost of the PERS administrative charge for both actives and retirees of the unit. This amount will be calculated each June by totaling the costs for the previous 12 months.

3. ADJUSTED COST

These three (3) costs shall be totaled together and divided by 12. The quotient shall then be divided by the number of unit employees to produce the "Adjusted" composite figure for the unit.

4. MODIFYING THE "ADJUSTED" CITY HEALTH BENEFIT COMPOSITE FIGURE

- a. Should the "Adjusted" cost figure from the previous twelve (12) months be more than the "base" figure, the next annual City contribution shall be modified by subtracting the excess from the base figure (see Example #1).

Example #1

Adjusted Cost (\$665.00): Base (\$660.00)

Excess = \$5.00

December 1, 2007 composite figure shall be \$655.00

(\$660.00 - \$5 = \$655.00)

- b. Should the "Adjusted" cost figure from the previous twelve (12) months be less than the "base" figure, the next annual City contribution shall be modified by adding the savings to the base figure (see Example #2).

Example #2

Adjusted Cost (\$655.00): Base (\$660.00)

December 1, 2007 composite figure shall be \$665.00

$(\$660.00 + \$5 = \$665.00)$

TUITION REIMBURSEMENT PROGRAM

TUITION REIMBURSEMENT PROGRAM

1. ELIGIBILITY

All regularly appointed full time employees who have passed their initial probationary period are eligible to receive tuition reimbursement. Courses must commence after passing the initial probationary period.

2. COURSE ELIGIBILITY

Courses must be in excess of the educational standards for the position. An example of this would be job-related college or university courses when the specification for the classification calls for high school graduation.

Courses must be taken at colleges or universities accredited by one of the six regional accreditation bodies for the United States (as approved by the Department of Education), including the Western Association of Schools and Colleges, the Northwest Association of Colleges and Universities, the Middle States Commission on Higher Education, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, and the Southern Association of Schools and Colleges. Credits given for non-classroom assignments such as life experiences, military training, and professional training are not reimbursable. While on-line courses from accredited institutions are acceptable, correspondence courses are not eligible for reimbursement.

Coursework must be related to the employee's current occupation or to a City classification to which the employee may reasonably expect promotion.

No coursework beyond the Master's Degree level or any law school coursework is eligible for reimbursement.

Each course must be identified as to whether it is a core course or a recommended elective for the approved major.

Courses that duplicate previously taken courses are not eligible.

Courses are required for the completion of the pre-approved job-related major. An example would be general education or elective requirements to the major as stated in the college/university catalog. Remedial courses or those taken as required for non-approval major shall not be eligible.

Employees who currently have a Bachelor's/Master's degree may be authorized to take an undergraduate/graduate course in a specialized field directly related to the duties of their classification.

Courses are not taken on City time and must be certified that they are taken on the employee's off-duty time.

Courses must be approved by the Department Director and the Personnel Department before commencement of the class.

3. REIMBURSABLE EXPENSES

The City shall reimburse employees for tuition, registration fees and texts/materials and lab fees required for the eligible courses. Expenses for parking, travel, meals, non-course fees (e.g., student association fees, insurance fees), processing fees, transcript fees, materials and any other costs are not reimbursable.

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the California State University system with a maximum of \$2,000 per fiscal year, effective January 1, 2007, for courses completed during that particular fiscal year. Effective January 1, 2008, the maximum of \$2,400 per fiscal year will be available for reimbursement. The difference between the City's maximum reimbursement during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.

Funds received from any outside sources for the same purpose, such as a scholarship, grant or Veteran's Educational Benefits, must be applied toward the cost of the tuition/fees before the City's tuition reimbursement plan shall apply.

Reimbursement shall be made upon completion of the course with a minimum final grade of "C" or its equivalent, i.e., a pass in a pass/fail course will be considered equivalent to a "C." Graduate level courses require a minimum grade of "B" for reimbursement. No reimbursement shall be made for audited or incomplete courses.

Employees must submit from the attendant institution a bona fide certification of fees paid and grade achieved in order to have their application considered for reimbursement. These documents must accompany the reimbursement application form in order to be processed.

Application for reimbursement must be submitted within three months of the completion of the approved course in order to be considered for reimbursement.

Upon separation from employment, employees shall be required to reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who are laid off by the City.

The tuition reimbursement may be a taxable benefit depending upon the provisions of the Internal Revenue Code. The individual employee will be responsible for any tax liability.

4. EDUCATIONAL INCENTIVE PROGRAM

The Education Incentive Program is being phased out and is only available to qualified employees receiving this benefit before January 1, 1999.

1) QUALIFICATION - College Units

In order to be eligible to receive the flat-rate incentive bonus of \$50 per month, the employee must satisfactorily complete fifteen (15) semester or equivalent units of career-oriented, college level course work. Satisfactory completion means receiving a grade of "C" or better if course is graded, or "Credit" if no grade is given. These units must have been completed while employed with the City in a classification represented by this unit, must have been taken on the employee's off-duty time and at his or her own expense, and must be approved by the Personnel Office. Three (3) of the fifteen (15) units must have been earned during the two (2) year period preceding qualification. Units will be approved if they meet the following guidelines: (1) are directly related to the employee's position or normal promotional career opportunities within the City, as determined by the Personnel Office; or (2) are creditable toward a college degree from an accredited college or university. Without prior approval, no guarantee can be given that course work will be accepted.

The date of initial qualification of this incentive bonus pay shall be the date which proof of completion of fifteen (15) units is submitted to the Personnel Office. Compensation of this bonus shall begin at the beginning of the pay period in which proof of qualification is submitted. Forms for application of qualification shall be provided by the Personnel Office and must be completed by the employee and submitted to the Personnel Office with proof of qualification. A grade card, transcript, or appropriate form signed by the instructor shall serve as proof of qualification. Qualification shall continue for a two (2) year period from the date of initial qualification.

2) CONTINUATION OF QUALIFICATION

In order to maintain qualification of this incentive bonus pay, the employee must recertify every two (2) years by satisfactorily completing three (3) career-oriented semester or equivalent units prior to the conclusion of the two (2) year qualification period. Satisfactory completion means receiving a grade of "C" or better if course is graded, or "Credit" if no grade is given. These units must be approved by the Personnel Office and completed on the employee's off-duty time and at his or her own expense. Units will be approved if they meet the following guidelines: (1) are directly related to the employee's position, as determined by the Personnel Office; or (2) are creditable toward a college degree from an accredited college or university. Without prior approval, no guarantee can be given that course work will be accepted for continuation of qualification in this program. Proof of completion of approved course work must be submitted to the Personnel Office prior to the conclusion of the two (2) year qualification period in order to maintain uninterrupted payment of this incentive bonus pay. Forms for application of qualification for continuation of this bonus pay shall be provided by the Personnel Office and must be completed by the employee and submitted to the Personnel Office with proof of qualification. A grade card, transcript, or appropriate form signed by the instructor shall serve as proof of qualification. A new two (2) year qualification period will begin from the date of completion of the course used for continuation of qualification.

If qualification for continuation is not maintained every two (2) years, payment of this incentive bonus pay will discontinue at the conclusion of the last-approved continuation period. To be eligible for reinstatement of this incentive bonus pay, the employee must meet the following "Requalification" requirements.

3) REQUALIFICATION

For requalification of eligibility to receive the incentive bonus pay, the employee must complete the requirements as described under "Continuation of Qualification". Requalification and compensation under this incentive bonus pay program will start at the beginning of the pay period in which proof of such requalification is received by the Personnel Office. This requalification will begin a new two (2) year qualification period.

4) QUALIFICATION - College Degree

An employee may qualify for the flat-rate incentive bonus of \$50 per month if he or she has obtained a college degree from an accredited college or university in a field directly related to his or her current position at a level higher than that required of his or her current position. By way of example, qualification will be approved if the employee's position requires a high school diploma and he or she obtains an Associate of Arts (AA) or Associate of Science (AS) degree; or obtains a Bachelor of Arts (BA) or Bachelor of Science (BS) when his or her position requires an AA/AS; or obtains a Master of Arts (MA) or Master of Science (MS) when his or her position requires a BA/BS.

A diploma or official transcript shall serve as proof of qualification. The date of initial qualification shall be the date which proof of qualification is submitted to the Personnel Office. Qualification shall continue until such time as the employee terminates City employment or is transferred/promoted to another position within the City which requires a higher level educational degree.

SICK LEAVE PAY OFF1. ANNUAL SELL BACK

- a. Employee A has accumulated 328 unused sick leave hours as of June 30. During the fiscal year, he or she has accrued 96 sick leave hours and used 8 hours. He or she is eligible to sell back 44 sick leave hours in July at the rate of \$.70 on the dollar or employee may choose to convert this equivalent amount of hours, after the \$.70 on dollar conversion, to vacation hours.

If he or she elects to sell back all 44 eligible hours, 284 hours will remain in his or her sick leave bank until used or time of retirement.

Calculation:

328 unused hours in sick leave bank (June 30)

96 hours accrued - 8 hours used = 88 unused hours during fiscal year

88 hours divided by 2 = 44 hours eligible for annual sell back

(30.8 hours converted to vacation hours)

328 hours - 44 hours = 284 hours remaining in sick leave bank

- b. Employee B has accumulated 248 unused sick leave hours as of June 30. During the fiscal year, he or she has accrued 96 sick leave hours and did not use any. Although he or she would ordinarily qualify to sell back 48 hours (one-half of 96 accrued but unused sick leave hours), he/she can actually sell back only 8 hours in order to maintain the qualifying bank of 240 hours. If he or she elects to sell back all 8 eligible hours, 240 hours will remain in his or her sick leave bank until used or time of retirement.

Calculation:

248 unused hours in sick leave bank (June 30)

96 hours accrued - 0 hours used = 96 unused hours during fiscal year

96 hours divided by 2 = 48 hours "ordinarily" eligible for annual sell back

248 bank hours - 240 minimum required hours = 8 hours eligible for annual sell back (5.6 hours converted to vacation hours)

248 - 8 hours = 240 hours remaining in sick leave bank

- c. Employee C has accumulated 450 unused sick leave hours as of June 30. During the fiscal year, he or she has accrued 96 sick leave hours and used 100 hours.

Although he or she has accumulated more than the minimum 240 unused hours required to qualify for this benefit, he or she has used more than he or she accrued during the fiscal year. This disqualifies the employee from participating in this benefit for this fiscal year.

Calculation:

450 unused hours in sick leave bank (June 30)

96 hours accrued - 100 hours used = 0 unused hours for fiscal year

2. PAY OFF AT RETIREMENT

- a. At time of retirement, Employee D has 680 accumulated but unused sick leave hours. He or she will be paid for 340 hours (50% of 680 hours) at his or her base salary hourly rate and the remaining 340 hours will be reported to PERS for inclusion in calculation of total service period.
- b. At time of retirement, Employee F has 1,050 accumulated but unused sick leave hours. He or she will be paid for 500 hours (50% of 1,000 hours) at his or her base salary hourly rate and 550 hours will be reported to PERS for inclusion in calculation of total service period.

ASSOCIATION/CITY
MEMORANDUM OF UNDERSTANDING

2006-2009

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