

CITY OF BELL GARDENS
AND
BELL GARDENS PUBLIC WORKS
SUPERVISORS ASSOCIATION



MEMORANDUM OF UNDERSTANDING
July 1, 2021 to June 30, 2023

Adopted December 13, 2021

PREAMBLE

It is the purpose of the Memorandum of Understanding to promote and provide for harmonious relations, cooperation and communication between City Management and the City employees covered by this Memorandum. As a result of good faith negotiations between the City representatives and Association representatives this Memorandum sets forth the agreement between wages, hours, and other terms and conditions of employment for the employees covered by this Memorandum. This will provide for an orderly means of resolving differences, which may arise from time to time during its term.

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ARTICLE I

Section A. PARTIES AND RECOGNITION

The Memorandum of Understanding is made and entered into between the Management representatives of the City of Bell Gardens, hereinafter referred to as the "City" and representatives of the Bell Gardens Public Works Supervisors Association, hereinafter referred to as the "Association", a formally recognized exclusive representative of the general unit of City employees pursuant to the Meyers-Milias-Brown Act. This Memorandum of Understanding (MOU) applies to all employees in the classifications referred to as "the general unit".

Section B. APPROPRIATE UNIT

The classifications covered by this agreement are:

Parks/Facility Supervisor
Utility/Contract Supervisor
Street Maintenance Supervisor

Section C. TERM OF AGREEMENT

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective upon ratification of the City Council effective July 1, 2021 and ending on June 30, 2023.

Section D. SEPARABILITY PROVISION

If any provision or the application of any provision of this agreement as implemented should be rendered or declared invalid by any final court action of competent jurisdiction, the remaining sections of this agreement shall remain in full force and effect for the duration of said agreement. In the event any section of this Memorandum is declared invalid, the City agrees to meet and confer with the Association, upon request, regarding the impact or implementation of the court order.

Section E. NO STRIKE NO LOCKOUT CLAUSE

1. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action withholding or refusing to perform services.
2. The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include discharge, suspension, termination, and layoff, failure to recall or failure

to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

3. Any employee who participates in any conduct prohibited in part 1 above may be subject to disciplinary action up to and including discharge.
4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in part 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in part 1 above and return to work.
5. If the Association performs all of the responsibilities set forth in part 4 above, its officers, agents, representatives, shall not be liable for damages for prohibited conduct performed by employees who are covered by this MOU.

Section F. EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the City Manager or his designee so declares, any provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

ARTICLE II

CITY RIGHTS

Section A. Except as limited by the specific and express terms of this agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, and/or the laws and Constitution of the United States of America. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU.

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this agreement is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the City, subject to the Personnel Rules and Regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties for lack of work or other good reason; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means, and personnel by which the operations are to be carried out, including the right to subcontract unit work.

Except in emergencies or where the City is required to make changes in its operations because of the requirements by law, whenever the exercise of Management's rights shall impact employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in the Personnel Rules and Regulations. By agreeing to meet and confer with the Association as to the impact and exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

ARTICLE III

HOURS

Section A. WORK PERIODS, SCHEDULES, AND OVERTIME

1. City work schedules for bargaining unit members shall be defined as follows:
 - a. 4/10 Work Schedule: The 4/10 work schedule shall consist of four (4) ten (10) hour work days in a seven (7) consecutive calendar day work period, exclusive of any assigned meal periods.
 - b. 9/80 Work Schedule: The 9/80 work schedule shall consist of eight (8) nine (9) hour work days and one (1) eight (8) hour make up day on alternating weeks, exclusive of any assigned meal periods.
 - c. For overtime purposes, the work period shall consist of a seven (7) consecutive day forty (40) hour work period. The work period shall begin exactly four hours into the employee's eight hour shift on the day of the week which constitutes the employee's alternating regular day off.
2. The existing work schedule in terms of number of days worked per week and hours per day shall remain in place. Modifications to said work schedule may be made provided employee is given a two (2) week notice of proposed changes in work schedule. Changes in work schedules shall be made to address the needs of the community or manpower but not for disciplinary reasons.

Section B. OVERTIME

With the approval of the City Manager, and when necessary to perform essential work, a department administrator may require an employee(s) to work at any time other than during regular hours until such work is completed. Represented employees required to be in a work status beyond forty (40) hours in a designated work week, shall be paid at the rate of one and one-half times the employee's regular hourly rate. For purposes of overtime calculation, all paid leave time shall count as hours worked with the exception of sick leave. Where a 9/80 schedule is utilized, the work week shall begin exactly four hours into the eight (8) hour shift on the day of the week which constitutes the alternating regular day off.

Management may permit an employee to take compensatory time in lieu of paid overtime. With management approval, represented employees shall be permitted to accumulate compensatory time only to a maximum of eighty (80) hours. When the maximum level of compensatory time is reached, overtime shall be paid.

Section C. HOLIDAYS

1. Designated holidays are:

New Year's Day
Martin Luther King Jr. Day
Presidents Day – Observed on the 3rd Monday in February
Caesar Chavez Day - Observed on the last Monday in March
Memorial Day
July 4
Labor Day
Thanksgiving
Friday after Thanksgiving (in lieu of September 9, Admission Day)
Christmas Day

2. In addition to the above ten (10) holidays, unit members are required to be available for call-outs. In consideration of this status, each unit member receives an additional 23 “floating holiday hours,” and 24 “personal business leave hours,” a total of 47 leave hours in addition to the above ten (10) designated holidays.
3. Eligibility to receive any or all of the above 47 total floating holiday and personal business leave hours shall be confined to those unit members who are employed and available for call-out for a full (or partial) fiscal year.
4. The above 47 hours of floating holiday and personal business leave shall be credited on July 1 of each fiscal year to the account of the unit member. The floating holiday and personal business leave hours have no cash value, and if not used by June 30 of any year, shall be lost and not convertible to cash.
- a) When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.
 - b) If a City recognized holiday falls on a day which is an employee's regular day off because of an alternate work schedule, such employee shall be credited with an accrual leave for the number of hours such employee would have worked had that day been a regular work day for that employee. (For example, 10 hours if on a 4/10 schedule, 9 hours if on a 9/80 schedule, etc.)
5. Effective February 23, 2013, unit members shall receive an additional 24 hours of floating holiday hours. These floating holiday hours must be taken prior to June 30 of each year in which they are received. If the employee does not use the floating holiday hours, the hours shall not be accrued beyond the fiscal year in which they are received. Floating Holiday leave has no cash value and shall not be cashed out upon separation.

Section D. SICK LEAVE

1. Earned sick leave may be used for immediate family illnesses as defined in existing City rules. The City shall comply with both California and Federal Leave Acts and laws relating to medical leaves of absence.
2. Every full-time employee represented by this Association shall accrue sick leave beginning with the first full pay period of employment on the basis of 8 hours for each month of service completed with the City.
3. All accumulated sick leave in excess of 500 hours shall be paid out in December 2021. After excess leave is paid out in December 2021, annual sick leave buy out provision shall resume as outlined below (4).
4. Any sick leave accumulated past 620 hours can be accrued into the following year or surrendered for cash or deposited into a deferred compensation plan at the employee's existing hourly wage rate in December, not to exceed a maximum of 96 earned hours per year.
5. Employees who separate from the City of Bell Gardens shall be eligible for payment of earned sick leave up to 620 hours.

Section E. CASH DISTRIBUTION OF ACCUMULATED AND EARNED LEAVE TIME

Unit employees may cash out their vacation leave up to 80 hours per fiscal year of the agreement. The vacation cash distribution shall be done in accordance with the policies governing the City's Vacation Buy Out Policy with the exception that the 80 consecutive hours of time off may be achieved by using vacation, floating, compensatory or holiday leave times.

Accumulated vacation leave in excess of 160 hours will be paid out in February 2022. After excess leave is paid out, annual vacation buy out provision resumes as outlined in previous MOU provision. Effective March 2022, vacation accrual cap shall revert to 240 hours in accordance with the Personnel Rules & Regulations 10.02.

Section F. BEREAVEMENT LEAVE

Regular and probationary full-time employees of the City shall be granted a bereavement leave of absence by reason of the death, or critical illness where death appears imminent, of the employee's father, mother, brother, sister, spouse or child. Employee shall be allowed three (3) working days with pay for each occurrence and shall not be charged against the employee's sick bank.

The Personnel Officer and/or the department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for

any employee's absence during the time for which sick leave was requested for an illness or death in the family where the employee's presence was necessary.

ARTICLE IV

COMPENSATION AND SALARIES

Section A. PUBLIC EMPLOYEES RETIREMENT SYSTEM

1. Retirement Formulas:

- a) Miscellaneous – First Level: The retirement formula for current employees hired prior to June 24, 2012 shall continue to be 2.7% @ 55, with calculation of the employee's annuity based on "single highest year."
- b) Miscellaneous – Second Level: Effective June 24, 2012 the City modified its CalPERS contract(s) so as to provide the 2% at 55 retirement formula for all employees hired on and after June 24, 2012 who are not deemed to be a "new member" as defined in Government Code section 7522.04. Said contract amendments shall also provide for calculation of the above newly hired effected employee's annuity, being based on the "three highest years" calculation method.
- c) Miscellaneous – Third Level(Public Employees' Pension Reform Act of 2013): AB 340 (signed by the Governor on 09/07/12) shall in its entirety be given full force and effect during and after the term of this agreement, as described below. Any provision in this agreement which contradicts any provision of AB 340 shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this agreement or any MOU, Agreement, Rule or Regulation predating this agreement.

Unit employees considered "new members" into PERS on or after January 1, 2013, shall individually pay an initial Member CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said newly hired employee is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30)

Unit members who are considered "new members" on or after January 1, 2013 shall be enrolled in the AB 340 provided formula of 2%@62. [Government Code section 7522.25(e)] with final pensionable compensation (as defined for new members in Government Code section 7522.34) being determined by reference to the highest average annual pensionable compensation earned during

a period of 36 consecutive months. [Government Code section 7522.32(a)]

2. Retirement Contributions: Effective January 1, 2012, each unit member shall fund 100% of the CalPERS statutorily mandated employee member contributions.

Section B. SALARIES

All classifications within this bargaining unit shall receive base salary adjustments as follows:

- a) Effective the first full pay period following July 1, 2021: 4% base salary increase.
- b) Effective the first full pay period following July 1, 2022: 4% base salary increase.

Section C. BILINGUAL PAY

1. The Bilingual Pay Policy shall be defined as set forth below:
 - a) **PURPOSE:** The purpose in providing bilingual compensation is to provide an incentive to eligible unit members to learn and maintain verbal and/or written Spanish language skills which shall promote the efficient operation of the Department and the concurrent heightened provision of service to the community. Therefore, a condition precedent to receipt of bilingual compensation is maintenance by the unit member of an active duty status where the employee is not on a leave of absence that exceeds thirty (30) calendar days.
 - b) **ELIGIBILITY:** In order for unit members to receive this compensation, they must be certified by the City, Certification shall be written and verbal test with procedures selected by the City Manager.
 - c) **CERTIFICATION:** A unit employee who wishes to receive Bilingual pay must pass a test that demonstrates proficiency Spanish to determine their eligibility for this type of compensation. Employees who fail the test will be eligible to retake the test after six (6) months has passed from the failed test date. There shall be two levels of certification: written and oral. All City approved tests shall be conducted by the Personnel Office and/or qualified contractor.
 - d) **COMPENSATION:** Unit members certified as being bilingual and verbally proficient in Spanish shall receive \$100.00 per month of bilingual pay. The maximum compensation that a unit employee can receive for bilingual pay is \$200.00 per month.

- e) **RECERTIFICATION:** The City may require recertification of language proficiency every two (2) years to ensure that this skill is still at the level that is necessary to serve the needs of the Department and community.
- 2. Effective December 1, 2012, unit employees that are already receiving bilingual pay at the level of compensation specified in the 2010-2011 MOU shall be subject to recertification under the terms and conditions specified above.
- 3. Effective February 11, 2013, the bilingual pay procedures will be amended as follows for *current employees*. For bilingual pay purposes, "current employees" are those unit members employed prior to February 11, 2013.
 - a) Current employees who demonstrate bilingual verbal proficiency in Spanish shall receive two-hundred dollars (\$200) per month.
 - b) Current employees will not be subject to recertification every two years. However, the City may require current employees to recertify their verbal Spanish proficiency one time. The recertification process will commence no earlier than January 1, 2014.
 - c) Current employees and employees hired on or after February 11, 2013 may only take the verbal and/or written bilingual proficiency exams once every 12 months.

Section D. CALL-BACK PAY

If a unit member is required while off duty to report back to work on a call-out, he/she shall receive a minimum of two (2) hours pay at overtime. Call back pay shall commence when an employee is called back to duty, and shall end when employee returns home.

Section E. UNIFORM ALLOWANCE

The City shall provide and maintain uniforms to regular full-time employees. Four sets of uniforms will be issued twice a year to employees covered by the Association. The uniforms will consist of a pair of pants, a shirt and a jacket. Jackets can be substituted at the request of the employee and with approval from management. For employees who are not "new members" as defined under Gov. Code section 7522.04(f), the City will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms. The City will report the uniform allowance on an annual basis to CalPERS in June of each year. The uniform allowance amount reported to CalPERS will derive from the contracted amount which shall be \$250 per year per employee **OR** the prior year's invoices for providing and maintaining the employee's uniforms, not to exceed \$250 per year per employee.

All unit members who are required to wear work boots for safety purposes shall receive \$400 voucher or credit to purchase work boots or other necessary items.

Section F. LONGEVITY PAY

Employees who have completed full-time service with the City of fifteen (15) years, twenty (20) years, or twenty-five years (25) shall be eligible for the following additional compensation:

- a) 15 years = \$100 per month
- b) 20 years = \$200 per month
- c) 25 years = \$250 per month

Section G. ACTING PAY

Employees who are required to perform the duties of a higher classification for 30 consecutive calendar days or more shall be compensated at the minimum rate of the higher classification with a minimum increase of 5%. The first 80 hours worked will be at the employee's normal rate of pay.

Section H. SPECIALIZED CERTIFICATE COMPENSATION

Subject to the limitations described herein, each affected unit member who has met all qualifications for, and who has been actually issued a specialized training certificate, shall be compensated for said certificate in the amount listed below for each such certificate, provided said certificate is relevant to/necessary for the satisfactory performance of the unit member's duties and responsibilities.

- Pesticide Applicator Certificate: \$50 per month
- Arborist Certificate: \$50 per month
- Licensed Electrician: \$50 per month
- Irrigation / Backflow: \$50 per month
- Traffic Safety / Traffic Control: \$50 per month
- Forklift Operator: \$50 per month
- Class B License: \$100 per month

In no case, shall any affected unit member simultaneously receive compensation for more than three (3) specialized certificates, rendering the maximum monthly gross specialized certificate payment to be in the amount of one hundred fifty dollars (\$150) per month. Under the City's Education Policy, the maximum amount any one employee can receive for certificates and degrees is \$250 per month. However, the maximum amount for unit members under the Education Policy shall be \$300 per month.

ARTICLE V

TUITION REIMBURSEMENT

1. The Tuition Reimbursement Program will operate on a fiscal year basis (July 1 through June 30). The City shall adopt the California State University system fee and tuition schedule but reimbursement shall not exceed \$2,000 each fiscal year. The maximum tuition reimbursement, including on campus parking, fees, and textbooks is \$2,000 per fiscal year. School supplies are not reimbursable.
2. The reimbursement shall only be for courses that are directly related to the employee's position as determined by the Department Head and Personnel Office. Only courses, specialized training, or degree programs "job-related" to permanent full-time positions will be considered for tuition reimbursement.
3. Prior to reimbursement of costs, all course work must be completed while employed with the City of Bell Gardens with a passing grade of "C" or equivalent when a numerical score or pass/fail grade is given.

ARTICLE VI

BENEFITS

Section A. HEALTH BENEFITS

1. On July 1, 2021 the City implemented health benefits premium contribution caps in the following amounts:
 - a. Single employee - \$976.42 monthly.
 - b. Employee plus one (1) dependent - \$2,020.62 monthly.
 - c. Family coverage - \$2,938.72 monthly.
2. Employees hired, full-time, on or after January 1, 2022, shall receive a maximum City-funded health insurance (medical, dental and vision) contribution amount that is capped at the premium rates of Kaiser HMO, Delta HMO and VSP for the employee and their qualified dependent(s).
3. Increases to the aforementioned caps on City funded premiums shall be linked to the Consumer Price Index (CPI) as specified below.
 - a. On July 1 of each year, the existing insurance premium caps will be adjusted by the percentage change in the CPI (not seasonally adjusted), from March of the prior year to March of the current year.
 - b. Adjustment to the insurance premium caps shall be limited to three percent (3%).

4. Each affected employee shall be individually responsible for funding any health insurance (medical, dental and/or vision) premiums in excess of the above City funded payments. Employee's dependents to be covered only once by the City.
5. The City reserves the right to change health insurance providers.
6. Deductibles and Copayments: Each employee shall be responsible for his/her deductible and copayments as provided for in each employee's respective medical, dental and/or vision plan.

Section B. CAFETERIA OPT OUT PLAN

1. The City will offer a "Cafeteria Plan" to each full-time employee in a classification represented by Public Works Supervisors Association. An employee can take 50% of the cost of monthly premiums forfeited by that employee for themselves and their dependents (if applicable) if they choose to take medical, dental, and/or vision elsewhere. This will be on a monthly basis, and the amount of City-funded premiums upon which the 50% payment shall be made, shall be the lowest medical, dental and/or vision plan premiums incurred by the employee in the twelve (12) consecutive months immediately preceding the date of the employee's election to withdraw from any of the Health Benefits (medical, dental, and/or vision). These provisions will abide by the policy where proof of insurance is required. The cafeteria plan is not offered to permanent part-time benefited employees and their dependents.
2. Unit employees will have the option of choosing only one of the two types of benefit options listed above (payment of insurance premiums or cafeteria plan). In no way can an employee combine or otherwise enhance their own or their dependents Health Benefits to receive more than what has been stated in each individual benefits option.

Section C. Modifications to Health Benefits Plans

1. Effective October 1, 2014, the City and Association agree to implement modifications to the City's existing health benefits plans as follows.
 - a) Medical - Replace Anthem Blue Cross POS plan with Anthem Blue Cross Premier PPO 250/10/10.
 - b) Dental - Reduce annual out of network coverage under Delta Dental PPO plan from \$2,000 to \$1,500.
 - c) Vision - Increase VSP office visit copay from \$10 to \$20
 - d) Employee Assistance Program (EAP) Eliminate mental health component from City's EAP plan.

- e) Short Term Disability Insurance - Increase maximum weekly benefit from \$959 to \$1,075. Increase benefit waiting period from seven (7) calendar days to fourteen (14) calendar days. Increase benefit duration from 90 days to 180 days.

Section D. MAINTENANCE OF HEALTH BENEFITS WHILE ON A LEAVE OF ABSENCE

Employees must use a minimum of 56 hours of accrued leave per month to ensure the continuation of their health benefits – a failure to do so shall result in the suspension of health benefits, unless employee is on a protected leave. Employees that do not meet the aforementioned criteria while on a leave of absence shall be given the opportunity to remain on the City’s health benefit plans, but at the employee’s cost, through COBRA.

Section E. LEAVE AND BENEFIT ACCRUALS DURING LEAVE OF ABSENCE

In accordance with the Personnel Rules, no salary increases, boot allowance, vacation credits, sick leave credits or any other benefits provided to regular full-time benefitted employees shall continue to accrue to any employee who is on any leave of absence (paid or unpaid) that exceeds 30 calendar days, regardless of whether or not leave is due to on-duty or off-duty injury. This provision does not apply to employees who are serving a suspension due to disciplinary action.

Section F. DISABILITY INSURANCE

The City shall fund short and long-term disability insurance benefits.

Section G. JOINT LABOR/MANAGEMENT HEALTH INSURANCE COMMITTEE

The parties may continue meetings of a joint labor/management health insurance committee. The purpose of the committee shall be to explore cost saving alternatives to the present health insurance programs. Implementation of health insurance modifications shall be subject to meet and confer process.

Section H. MAINTENANCE OF BENEFITS

Subject to the reopeners in this MOU, the City and the Association agree that all benefits, other than direct wages which are existent at the commencement of this agreement, shall not be diminished, lessened or reduced for the duration of this agreement.

Section I. RETIREE HEALTH BENEFITS

City agrees to put in place a continuing medical insurance premium payment for new retirees (employees who retire after the adoption of this MOU). City funding will be based on years of service in a full-time, benefitted position with the City. Retiree benefits provided to employees who retire from the City of Bell Gardens shall be provided as follows:

1. Eligibility: New retirees must be vested with the City in a full-time benefitted position for at least ten (10) years to be eligible for City funding of medical insurance premiums.
2. Schedule of City Funding Premiums: Employees who have completed 10 years of service or more shall receive City funding of medical insurance premiums for “employee only” according to the following schedule (all “years” are “completed years”):
 - a. 10 years of service = 50% premium paid by City
 - b. 11 years of service = 55% of premium paid by City
 - c. 12 years of service = 60% of premium paid by City
 - d. 13 years of service = 65% of premium paid by City
 - e. 14 years of service = 70% of premium paid by City
 - f. 15 years of service = 75% of premium paid by City
 - g. 16 years of service = 80% of premium paid by City
 - h. 17 years of service = 85% of premium paid by City
 - i. 18 years of service = 90% of premium paid by City
 - j. 19 years of service = 95% of premium paid by City
 - k. 20 years of service = 100% of premium paid by City
3. Dependent Coverage: Spouse and dependent medical coverage will be made available under the following terms and conditions:
 - a. For those employees hired *after* October 3, 2011: At employee’s cost, but only after employee has completed 10 years of service.
 - b. For employees hired before October 3, 2011: City funding shall be provided for an employee’s spouse and dependent coverage, but only after employee has completed 10 years of service.
4. Medicare: At age 65, premium payment will be reduced to provide a supplemental policy integrated with Medicare.
5. Retiree continuing medical benefits will be available to normal retirees (not disability retirees) who have reached normal retirement age as specified by PERS retirement plan in effect for bargaining unit.

6. Employees have no vested right in plan prior to reaching normal PERS retirement age.

Section I. TAKE-HOME VEHICLE

Supervisors are to take home work vehicles on a rotating shift so that only one vehicle is taken home at a time.

Section J. TECHNOLOGY ALLOWANCE

In-lieu of a City provided cellular phone, the members of the Association shall be provided one hundred dollar twenty-five dollars (\$125) per month to purchase communication technology such as cellular phone equipment and cellular phone service.

ARTICLE VII

PERSONNEL RULE MODIFICATIONS

City Personnel Rule Chapter 14 DISCIPLINARY ACTIONS – Chapter 14 of the City Personnel Rules shall be immediately amended to replace Section 14.02 C (1) and (2) of the City Personnel Rules with Sections A through Section E, as specified herein.

Section A DEFINITION

Discipline is the enforcement of conformity to policies, procedures, Personnel Rules, regulations, MOU provisions, and other administrative or legal requirements or practices designed to maintain a standard of cooperation and conduct necessary to carry out the mission of the organization successfully.

Section B OBJECTIVES

1. Disciplinary actions should be reasonably designed to effectively correct non-conforming behavior, and be in proportion to the severity of the misbehavior, with consideration being given to the employee's work history, and the likelihood of recurrence of misconduct.
2. The appointing authority shall apply disciplinary action in an equitable and consistent manner applicable to the situation and only imposed for just cause, as regards those employees having a property interest in their employment.

Section C TYPES OF DISCIPLINARY ACTION

The disciplinary actions which may be imposed include written reprimand, suspension without pay, reduction in step within a range, demotion, and dismissal. Any single action or a combination of the preceding may be used. Disciplinary actions shall be effective following legally required notice and,

where applicable, provision of pre-disciplinary due process as provided in this MOU and the Personnel Rules. These actions are defined as follows:

1. Written Reprimand: An official written notification, by the appointing authority or designee to the employee and for inclusion in the employee's personnel file, that the employee has failed to meet performance standards and/or violated policies, procedures, Personnel Rules, regulations, MOU provisions, or other administrative or legal requirements or practices. Such written notification shall state that further disciplinary action may be taken if the cause or misconduct is repeated.
2. Suspension Without Pay: The temporary placement of a City employee into an unpaid, inactive, status and consistent with prevailing policies, practices and procedures. Said suspension may result in the loss of accrual of benefits, as presently provided for in Personnel Rule 12, Section 12.01: Authorized Leave of Absence Without Pay.
3. Reduction in Step Within a Range: The reduction in step granted for merit, efficiency, and/or length of service, which may be permanent or temporary.
4. Demotion: The movement of an employee from one classification to another classification having a lower maximum rate of pay, which may be permanent or temporary.
5. Dismissal: The discharge of an employee from City employment.

Consistent with requirements of law, employees may be placed on paid or unpaid leave during the pendency of the investigative process and the process up to and including provision of mandated pre-disciplinary due process.

Section D SEVERITY OF DISCIPLINARY ACTION

The severity of disciplinary action shall be determined after consideration of the seriousness of the violation involved, the employee's overall record with the City and any mitigating/aggravating circumstances. Consideration shall be given to progressive discipline. However, some offenses may be the basis for disciplinary action, up to and including dismissal, on the first offense.

Section E APPEALING DISCIPLINE THAT DOES NOT IMMEDIATELY AFFECT AN EMPLOYEE'S PAY STATUS

Disciplinary actions which do not immediately impact an employee's pay status (written reprimands) shall have a limited appeal process. Employees may appeal written reprimands up to an informal, non-evidentiary hearing with the City Manager or his designee. The City Manager's decision shall be final.

Section F APPEALING DISCIPLINE WHICH IMMEDIATELY AFFECTS AN EMPLOYEE'S PAY STATUS

Discipline which immediately affects pay status shall be subject to the following process:

1. Appealable disciplinary proceedings shall be heard by an advisory hearing officer to be selected by the parties from a nine (9) person State Mediation and Conciliation Service-provided list. The advisory hearing officer shall be selected by means of the parties alternately striking names, with the last remaining name being the advisory hearing officer.

The hearing officer's determination shall be advisory only, subject to a final and binding determination being made by the City Manager.

2. A final and binding administrative disciplinary determination shall in all instances be made by the City Manager. There shall be no further stage of administrative appeal or review. The City Manager shall render a final determination based on a review of the record provided by the advisory hearing officer. At the City Manager's discretion, an argument may be allowed by the parties, but no evidence shall be presented or considered if it is not in the advisory hearing officer's record.
3. The provisions of Government Code § 1094.6 shall be applicable to petitions for writ of mandate challenging any City Manager disciplinary determination.
4. The remainder of Chapter 14 shall be amended to insure its compliance with prevailing law.
5. Pre-disciplinary meetings shall be conducted by the applicable department head and disciplinary action, if any, shall be implemented immediately following the department head's rendering of a determination following the conduct of a pre-disciplinary meeting.
6. The disciplinary appeal process shall be applied to suspensions without pay, demotions and dismissals.
7. The procedural rules governing the trial type evidentiary hearing to be conducted by the hearing officer shall also be addressed during a comprehensive review of the Personnel Rules pursuant to the Personnel Rules Reopener.
8. This Article VII shall supersede any inconsistent provisions in Chapter 14 or in other City rules, regulations or other enactments. Further, this article VII shall sunset upon the City Manager being someone other than G. Steve Simonian or Philip Wagner.

ARTICLE VIII JOINT LABOR/MANAGEMENT PERSONNEL RULES COMMITTEE

During the term of this MOU, the parties shall reconvene the joint labor/management personnel rules committee. The purpose of the committee shall be to update and clarify City personnel rules. In addition to management representatives, the committee shall have not less than one representative from the City Employees' Association. Changes that result from this committee shall only be implemented with mutual agreement from the employee groups.

ARTICLE IX

GENERAL FUND-BASED MOU REOPENER

In addition to the existing Bicycle Club-related reopener, the following reopener shall apply:

1. This memorandum of understanding shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the term of this document:
 - a. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction.)
 - b. Should the Bicycle Casino be closed down or if the revenues to the City from Casino operations fall more than 10% from the corresponding month in the previous year, and that such a drop (in excess of 10%) shall exist for three consecutive months.
 - c. A determination by the City Council to implement this Article shall not be subject to administrative or judicial challenge.

ARTICLE X

FULL UNDERSTANDING

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed upon by the parties and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

EXHIBIT A TO MOU

ADDENDUM TO EDUCATION REIMBURSEMENT AND INCENTIVE PROGRAM For Miscellaneous City Employees

This is an addendum to and replaces the "Incentive" section of the City's Education Reimbursement and Incentive Program (see Exhibit B to MOU). This addendum applies to any and all determinations of education incentive pays on or after December 13, 2021. All existing and approved determinations of education incentive pay as of December 12, 2021 shall continue to be governed by the prior Incentive section of the Program.

The Incentive section of the program is superseded and shall now read as follows.

Purpose

In addition to the reimbursement portion of this program, it is the intent of the City to encourage completion of coordinated coursework which results in the receipt of a certificate or degree. Because there are many types of certificates and certificate programs, to be eligible for an education incentive pay, the employee shall obtain approval from their Department Head and the Personnel Department prior to starting / enrolling in any program.

Degree / Certificate Program Criteria

The certificate program that the employee is enrolled in must be in a related field and must require at least the equivalent of twenty (20) semester units. The degree shall also be in a related field in municipal government.

Incentive Amounts

Employees will receive the incentive amount in addition to their base salary. The incentive amounts will be paid on a monthly basis as follows:

- Certificate: \$25 per certificate (maximum of 2)
- Associate Degree: \$100 per month
- Bachelor's Degree: \$150 per month
- Master's Degree: \$200 per month

The aforementioned education incentive pay amounts are **not** cumulative and would only be paid for the highest degree(s) attained that is above the minimum job requirement. For example, an employee who has a Bachelor's degree cannot receive an incentive for also having an Associate's degree.

Exclusions

An employee is excluded from receiving a certificate incentive when the employee also has a degree in a similar field of study.

Since there is a bilingual incentive pay, which is separate from the educational incentive and is paid to those who are conversant in Spanish, any employee who received reimbursement for conversational Spanish classes will have those costs deducted from the bilingual pay incentive.

Incentive Amount Maximums

The maximum amount any one employee could receive as an education incentive pay, regardless of the number of approved certificates and degrees is \$250 per month.

Sample Scenarios

Example 1: An employee, whose position requires a high school diploma or equivalent, has an Associate's degree (AA) and an approved certificate.

Incentive Amount: \$125 per month (\$100 for AA + \$25 for certificate)

Example 2: An employee, whose position requires a high school diploma or equivalent, has an Associate's degree, a Bachelor's degree (BA/BS) and an approved certificate.

Incentive Amount: \$175 per month (\$150 for BA/BSA + \$25 for certificate); no payment for AA since paid for highest level of education obtained.

Example 3: An employee, whose position requires an Associate's degree (AA), has a Bachelor's degree (BA/BS) and an approved certificate.

Incentive Amount: \$175 per month (\$150 for BA/BSA + \$25 for certificate)

Example 4: An employee, whose position requires a Bachelor's degree (BA/BS), has a Master's degree (MA/MS) and an approved certificate.

Incentive Amount: \$225 per month (\$200 for MA/MS + \$25 for certificate)

Procedures

Employees who wish to receive an education incentive pay shall follow these steps:

1. Request the educational institution to send a certified transcript (sealed official transcript) showing the degree or certificate to the Personnel Department.
2. The Personnel Department shall review the certified transcript for eligibility. Should the Personnel Department determine that the employee is eligible to receive the incentive, Personnel shall (initiate) cause a Personnel Transaction Form (PAF) showing the incentive to be paid.
3. Upon receipt of the completed and signed PAF by Finance, the amount will be entered into the payroll system for payment on the next payroll check.
4. It is understood that there will be delays in receipt and processing of the education incentive pay. The incentive shall not be paid retroactively, but will start when all processing has been completed.

EXHIBIT B TO MOU

EDUCATION REIMBURSEMENT AND INCENTIVE PROGRAM For Miscellaneous City Employees

The Education Reimbursement and Incentive Program is designed to provide an incentive to Miscellaneous City employees for their education and training that will be beneficial to the City, the employee and the community. It is intended to:

1. Assist employees in developing basic skills and knowledge.
2. Assist employees in broadening their knowledge and experience in their occupational field.
3. Prepare employees for advancement to position of greater responsibility within the City service.
4. Increase the overall knowledge base of City employees to provide for a more objective approach in carrying out the responsibilities of City Government.

This program is designed for courses which require college level participation, lead to a G.E.D. and/or enhance skills beneficial to the City. Normally this includes multi-meeting courses at accredited colleges, universities, junior colleges and adult schools. Exceptions can be approved by a majority vote of the Education Committee.

The Education Committee shall consist of the Personnel Director, as the chair; Finance Director and; one representative of each, the police department, "city hall" employees, recreation/transit employees and public works/facilities employees.

REIMBURSEMENT

Reimbursement may be made for tuition, registration fees (but not late fees), laboratory fees, parking fees, student fees and one-half of the cost of required course books. Books will remain the property of the employee and they can either keep the books or sell the books back to the school. All items submitted for reimbursement shall be included on the Education Reimbursement Form when it is submitted for initial approval by Personnel.

All approved undergraduate courses must be completed with a minimum final grade of "C" or its equivalent for each course. All graduate courses must be completed with a minimum final grade of "B" or its equivalent for each course. Courses which are taken on audit or incomplete basis are not eligible for reimbursement. Approved courses which do not result in a grade must be attended on a regular basis throughout their duration, and proof of satisfactory completion must be supplied to Personnel.

Reimbursement can be made prior to registration in approved courses. If the employee chooses the option of reimbursement prior to completion of the course, the employee will be required to reimburse the City if the employee doesn't successfully complete the course as outlined in this program. This reimbursement must occur prior to any additional reimbursements or prior to separation of employment. Costs for a specific course and associated costs will be reimbursed only once. Each employee shall be eligible for a reimbursement not to exceed \$1,100 per fiscal year.

Courses must present a reasonable likelihood that the City and the employee will receive some long-term benefit. Courses must possess sufficiently hard curriculum to be viewed as legitimate academic pursuits in government related fields. Courses which are geared to the personal satisfaction or enjoyment of the employee are not reimbursable.

PROCEDURE

Employees who wish to participate in the reimbursement portion of the program should follow these steps:

1. Obtain the necessary form from Personnel,
2. Complete the form and submit it to the Personnel Director for review and approval/disapproval.
3. Personnel will review the request and provide the employee with a written response as to the acceptability of the request within 15 days.
4. If reimbursement is requested prior to completion of an approved course, as indicated on the form, Personnel will prepare a "Demand for Payment" and submit it to Finance for payment through a City check.
5. Upon completion of an approved course, the employee shall request the institution to certify satisfactory completion of the course work. This certification shall be submitted to Personnel no later than 60 days after the completion of the course. If reimbursement has not occurred prior to this time, Personnel shall prepare a "Demand for Payment" and submit it to Finance for payment through a City check.
6. The amount the employee is reimbursed is charged against the employees maximum amount for the fiscal year in which the payment is made - not the year in which the course was taken.

INCENTIVE

In addition to the reimbursement portion of this program, it is the intent of the City to encourage completion of coordinated course work which results in the receipt of a certificate or degree.

The incentive amount will be added to the salary base of employees. Because there are many types of certificates and certificate programs, the employee shall obtain approval from the Education Committee prior to starting a program. It is the intent that a certificate program be in a related field and that it require at least the equivalent of twenty (20) semester units. The degree also shall be in a related field in municipal government.

The incentive amount, on a monthly basis, is as follows:

Certificate	\$25 per certificate (maximum of 2)
Associate Degree	\$100 per month
Bachelors Degree	\$150 per month
Masters Degree	\$200 per month

The above amounts are cumulative and would only be paid for the degree(s) above the minimum job requirement as outlined in Exhibit "A", however, there would be no certificate incentive when an employee also has a degree in a similar field of study. The maximum amount any one employee could receive, regardless of the number of approved certificates and degrees would be \$250 per month. If an employee has a bachelors degree it would be assumed they had an associate degree. Some examples, for clarification, of the calculation of the incentive amount are as follows:

- EXAMPLE 1:** An employee, whose position requires high school diploma has an Associates Degree and an approved certificate. Their incentive amount would be \$125 per month; (\$100 for the AA degree, \$25 for the certificate).
- EXAMPLE 2:** An employee, whose position requires a high school diploma, has a bachelors degree and an approved certificate. Their incentive amount would be \$250 per month; (\$100 for the AA degree, \$150 for the BA degree, no additional amounts since the maximum incentive amount is \$250).
- EXAMPLE 3:** An employee, whose position requires an AA degree has a bachelors degree and an approved certificate. Their incentive amount would be \$175 per month; (\$150 for the BA degree and \$25 for the certificate).

Since a bilingual incentive which would be over and above the educational incentive, is paid for those who are conversant in Spanish, any employee who received reimbursement for conversational Spanish classes will have those costs deducted from the bilingual incentive pay.

PROCEDURE

Employees who wish to receive an educational incentive shall follow these steps:

1. Request the educational institution to send a certified transcript showing the degree or certificate to Personnel.
2. After reviewing the certified transcript and determining the eligibility to receive the incentive, Personnel shall cause a Personnel Action Form (PAF) showing the incentive amount to be paid.
3. Upon receipt of the completed and signed PAF by Finance, the amount will be entered into the payroll system for payment on the next payroll check.
4. It is understood that there will be delays in receipt and processing of the educational incentive. It is the intent that the incentive not be paid retroactively, but start when all processing has been completed.

The list of the required educational standards shall be included in the Salary Resolution as adopted by the City Council and is incorporated herein by reference.

Codes: Education requirements are identified according to the following schedule:
1 = High School Diploma or G.E.D.
2 = Associate of Arts Degree
3 = Bachelor of Arts or Science
4 = Masters Degree

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