

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EL CAJON

AND

EL CAJON MUNICIPAL EMPLOYEES' ASSOCIATION

2015 - 2019

**MEMORANDUM OF UNDERSTANDING  
CITY OF EL CAJON  
AND  
MUNICIPAL EMPLOYEES' ASSOCIATION  
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## ARTICLE 1 - INTENT

### (EMPLOYER-EMPLOYEE RELATIONS PROCEDURE, SECTION 2, MMBA)

Pursuant to the provisions of the Meyers-Milias-Brown Act and the Employer Employee Relations Procedure of the City of El Cajon, this Memorandum of Understanding, hereinafter referred to as an "MOU," is entered into by the City of El Cajon, hereinafter referred to as the "City," and the El Cajon Municipal Employees' Association, hereinafter referred to as the "ECMEA", to be in effect through June 30, 2019.

The purpose of this MOU is to provide orderly procedures for the administration of employer-employee relations between the City and the ECMEA for the establishment of fair and reasonable wages, hours and other conditions of employment for EMPLOYEES of the City and for the peaceful and equitable resolution of disputes arising thereof.

This MOU has been reached through the process of "Meet and Confer" with the objective of fostering effective cooperation between the City and its EMPLOYEES.

## ARTICLE 2 - RECOGNITION

The ECMEA is recognized as the majority representative for EMPLOYEES in the classifications listed below, excluding EMPLOYEES designated as confidential, and hereinafter referred to as "EMPLOYEE(S)":

Account Clerk	Lead Custodian
Accounting Technician	Lead Equipment Mechanic
Administrative Secretary ( <i>excluding Administrative Secretary in the City Manager's Office</i> )	Limited-Term Custodian
Animal Care Attendant	Maintenance Trainee
Animal Control Officer	Mechanic's Assistant
Assistant Building Inspector	Minutes Clerk
Assistant Planner	Multi-Media Technician
Assistant Recreation Services Supervisor	Park Maintenance Worker
Associate Planner	Parts Storekeeper
Building & Fire Safety Inspector	Planning Technician
Business License Inspector	Plans Examiner
Buyer	Police Dispatcher
Clerk Typist	Police Records Specialist
Code Compliance Officer	Police Records Supervisor
Crime Analyst	Police Services Officer
Criminalist	Property Clerk
Custodian	Public Safety Communications Operator
Customer Service Representative	Public Works Crew Leader
Deputy Fire Marshal	Public Works Equipment Operator
Engineering Aide	Public Works Inspector
Engineering Technician	Public Works Maintenance Worker II
Equipment Mechanic	Recreation Services Supervisor
Facilities Technician	Reprographics Assistant
Forensic Evidence Technician	Reprographics Technician
Geographic Information Systems Technician	Secretary
Information Technologies Technician	Secretary to the Chief of Police
Intermediate Account Clerk	Senior Account Clerk
Junior Planner	Senior Building Inspector
Latent Print Examiner	Senior Buyer
	Senior Engineering Technician
	Senior Park Maintenance Worker

Supervising Building Inspector  
Supervising Engineering Technician

Supervising Police Dispatcher  
Utility Worker

**ARTICLE 3 - COMPENSATION**

**SECTION A. Salary Adjustment**

Effective the first full pay period after December 16, 2015, there shall be a 2.5% increase to each step within the ranges for all represented classifications and an additional market adjustment increase of 2.5% for the Recreation Services Supervisor.

All employees shall receive a one-time \$300 cash stipend effective the first full pay period after this MOU is adopted by City Council. The stipend is payable only to those employed during the first full pay period after this MOU is adopted by City Council.

Effective the first full pay period after July 1, 2016, there shall be a 1.5% increase to each step within the ranges for all represented classifications.

Effective the first full pay period after July 1, 2017, there shall be a 2.5% increase to each step within the ranges for all represented classifications.

Effective the first full pay period after July 1, 2018, there shall be a 2.5% increase to each step within the ranges for all represented classifications.

The new salary ranges for represented classifications are set forth in Attachment 'A' to the MOU.

**SECTION B. Salary Survey Benchmark Classifications**

The classifications identified with an asterisk (\*) are agreed upon survey benchmark classifications.

**BENCHMARK & RELATED CLASSIFICATIONS**

Associate Planner  
\*Assistant Planner  
Junior Planner

Supervising Building Inspector  
Deputy Fire Marshal  
Plans Examiner  
Senior Building Inspector  
\*Building & Fire Safety Inspector  
Assistant Building Inspector

Code Compliance Officer  
\*Business License Inspector

Supervising Engineering Technician  
Senior Engineering Technician  
Public Works Inspector  
\*Engineering Technician  
Engineering Aide

Police Records Supervisor  
Police Records Specialist  
Minutes Clerk

\*Secretary

Senior Buyer  
\*Buyer  
Parts Storekeeper  
Property Clerk

Intermediate Account Clerk  
\*Accounting Technician  
Account Clerk  
Customer Service Representative

\*Recreation Services Supervisor  
Assistant Recreation Services  
Supervisor

\*Equipment Mechanic  
 Lead Equipment Mechanic  
 Mechanic's Assistant

Senior Park Maintenance Worker  
 \*Park Maintenance Worker

Public Works Crew Leader  
 \*Public Works Equipment Operator  
 \*Public Works Maintenance Worker II  
 Maintenance Trainee

\*Facilities Technician

\*Information Technologies Technician  
 Geographic Information Systems Technician

\*Administrative Secretary  
 Secretary to the Chief of Police

\*Police Services Officer

Animal Care Attendant

Animal Control Officer

Supervising Police Dispatcher  
 \*Police Dispatcher  
 Public Safety Comm Operator

Lead Custodian  
 \*Custodian

Criminalist  
 \*Forensic Evidence Technician  
 Crime Analyst  
 Latent Print Examiner

**SECTION C. Progression for Merit Step Increases**

The five-step, three and one-half year, twelve month probation compensation plan is implemented as follows:

**Salary Review:**

STEP	A	B	C	D	E
Salary Review Periods	Hire step	After 6 months	After 1 year	After 1 year	After 1 year

**Probation Review:** After 1 year of service: normally mid-point between Step B and Step C.

Advancement to Step B or B "prime" is an incentive adjustment to encourage EMPLOYEES to improve their work. EMPLOYEES shall be made eligible for this adjustment if they were appointed to Step A or A "prime" and if they have completed six months satisfactory service in Step A or A "prime."

Steps C, D and E are provided for EMPLOYEES who are fully qualified, experienced and ordinarily conscientious in their work, therefore; upon completion of at least one year of service in step B, C, or D, an EMPLOYEE may be advanced to the next highest step.

**SECTION D. Application of the Compensation Schedule**

The salary range as set forth for each classification shall be applied in accordance with the following:

**1. New Appointments**

The minimum step for the class shall generally apply to EMPLOYEES upon original appointment. When circumstances warrant it, however, an original appointment or reinstatement may be made at a step other than the minimum. However, all regular EMPLOYEES in the class who are being paid at a step lower than that prescribed for a new appointment may have their compensation raised to equal that being prescribed for a new appointment. The City Manager will decide each

case based in part on the experience and training of each EMPLOYEE involved and according to the needs of the City.

2. Advancement Provisions

No salary adjustment shall be made so as to exceed any maximum step established in the salary range for the class to which the advanced EMPLOYEE'S position is allocated. Advancement shall not be automatic, but shall depend upon increased service value of EMPLOYEES to the City as exemplified by the recommendations of their department director, length of service, performance record, special training undertaken, or other pertinent evidence within the advancement policy established by the compensation schedule. The advancement of an EMPLOYEE is one in which actual merit and not time alone governs. EMPLOYEES shall be recommended for step increases only when they clearly deserve advancement as indicated by at least a competent rating on their last performance evaluation, and not simply according to the lapse of a time period. Department directors shall attempt to ensure timely return of performance reports to the Human Resources Department.

SECTION E. Step Y

Step Y of the salary range in any class is defined as any rate of pay in excess of the maximum step prescribed for a class. EMPLOYEES at the Y step shall retain the same rate of pay they were receiving immediately prior to being assigned to the Y step. EMPLOYEES may be assigned to step Y if they are reclassified from a class or position in which they acquired regular status to a class or position with a lower salary maximum than their present position, or they may have their salary reduced, whichever, in the opinion of the City Manager, meets the needs of the City. EMPLOYEES with regular status may appeal a salary reduction to the Personnel Commission.

SECTION F. Promotion to Another Class

Upon promotion, EMPLOYEES shall receive a five per cent increase in pay, subject to the following conditions: the position held by the EMPLOYEE immediately prior to the promotion must have been held under a regular or probationary appointment. EMPLOYEES shall be paid at a rate which is at least as high as they would receive if they were entering the classified service in the class to which they are promoted. No EMPLOYEES who are receiving compensation at the Y step immediately prior to promotion shall have their salary reduced by reason of such promotion.

SECTION G. Pay Increases Other Than Advancement and Promotion

The provision governing the granting of pay increases specified in Article 3, Section D.2. shall apply to all pay increases as well as advancements.

SECTION H. Transfer to Assignment Within the Classification

When a transfer of assignment is made within a given classification, there shall be no salary increase or decrease because of such transfer.

SECTION I. Voluntary Demotion

An EMPLOYEE may request a voluntary demotion to any position in the City for which they are qualified, including positions represented by other employee associations. Any EMPLOYEE not represented by ECMEA, may similarly demote to a position covered by this MOU for which they are qualified, subject to approval of the City Manager. Such a voluntary demotion shall require the recommendation of the EMPLOYEE'S department director and the approval of the City Manager. An EMPLOYEE taking such a

voluntary demotion shall be placed in the appropriate salary range of the classification to which the EMPLOYEE is taking the voluntary demotion. Voluntary demotions shall not result in salary increases.

SECTION J. Inequitable Compensation

If the application of the provisions of this section results in compensating EMPLOYEES at an inequitably low rate compared to other EMPLOYEES in the same class or within a similar classification, the City Manager may raise such salary to the step deemed most equitable. Such action shall not be contrary to the general intent and spirit of this Article. If a disagreement arises between a petitioning party and the City Manager as to whether an inequity exists or not, the petitioning party may use the normal appeal and/or grievance channels made available by these Articles.

SECTION K. Paydays/Early Paychecks

1. Paydays

The City's regular payday shall be every other Friday. City will make all reasonable efforts to deliver paychecks by 11:00 a.m. on paydays. In no event shall paychecks be delivered later than 11:00 a.m. of the Friday payday except due to an emergency beyond the control of the City. In the event of unforeseeable delays, delivery of paychecks will be made as expeditiously as possible.

2. Early Paychecks

The City will attempt to deliver the bi-weekly paychecks by the end of an EMPLOYEE'S shift when the EMPLOYEE works a shift ending after 5:00 p.m. on the Thursday preceding the normal Friday payday.

SECTION L. Workday/Workweek Hours and Work Schedule

The City maintains a 9/80 work schedule for most City departments. City Hall's regular hours will be Monday through Thursday, 7:30 a.m. to 5:30 p.m., alternate ("non-dark") Fridays, 8:00 a.m. to 5:00 p.m., and City Hall is closed to the public (i.e. "dark") on alternate Fridays. The bi-weekly pay period is normally eighty (80) hours.

At the discretion of the department director and based on the operational needs of the City, some employees may be required to work *every* Friday. In this case, the employees will be assigned other days off (e.g., Mondays) in alternate weeks. At the discretion of the department director and based on the operational needs of the City, some employees may be required to work times (i.e., hours) other than those described above for City Hall (e.g., Public Works Yard, Recreation Centers and Fleet Shop).

All EMPLOYEES working the 9/80 work schedule will be required to use one hour of vacation leave for all observed holidays falling on nine hour work days. Payroll will automatically deduct the one hour from each employee's vacation leave. An EMPLOYEE working the 9/80 schedule whose day off falls on an observed City holiday (e.g., Friday holiday) will accrue eight hours of vacation leave.

1. Workday

a. Miscellaneous EMPLOYEES

The workday normally shall consist of ten (10) consecutive hours, interrupted by two (2) fifteen-minute rest breaks and a one (1) hour lunch break. The lunch break is considered the EMPLOYEE'S own time. Some departments schedule a nine and one-half (9-1/2)

consecutive hour workday in which case the lunch break would be thirty minutes with two (2) fifteen minute breaks. The lunch break is considered the EMPLOYEE'S own time.

Recreation EMPLOYEES have a workday which consists of eight consecutive hours interrupted by two (2) fifteen-minute breaks.

b. Non-sworn Police Assignments

The workday normally shall consist of nine and one-half (9-1/2) consecutive hours, interrupted by two fifteen-minute rest breaks and a thirty-minute lunch break. The lunch break is considered the EMPLOYEE'S own time.

2. Where mutually agreeable to the department director and employee, the City Manager may authorize a regularly scheduled reduced work week for individual regular, full time employees. Such employee must work at least 20 hours per week. Salary, cafeteria allowance, holiday pay, sick leave, and vacation shall be pro-rated based on actual hours worked. Overtime shall be paid in accordance with Article 4 - Premium Pay, Section A "Overtime."
3. The City will continue to schedule EMPLOYEES in order to meet the needs of the citizens for services. Temperature and seasonal changes may require that EMPLOYEES' schedules be adjusted in the interest of health and safety.

EMPLOYEES may be required to change or adjust shifts with 48 hours notice due to special assignments or health and safety issues. Shifts shall not be altered to avoid the payment of overtime.

Modified work schedules on a limited basis may occur if mutually agreeable to the EMPLOYEE and City management to accommodate EMPLOYEE needs or assist in provision of City services.

SECTION M. Call-in Procedures

Departments may establish reasonable call-in procedures for EMPLOYEES to report their absence or delayed attendance at work. No call-in procedure shall require that an EMPLOYEE call in earlier than one hour prior to the EMPLOYEE'S scheduled start time. A voicemail box shall be available in the operating department for such calls where an EMPLOYEE'S supervisor is not available or on duty during the time the EMPLOYEE must call in.

**ARTICLE 4 - PREMIUM PAY**

SECTION A. Overtime

1. General

Overtime worked beyond forty (40) hours per seven-day work period shall be at the rate of time and one-half and shall be paid in either cash or compensatory time off for classifications represented by the ECMEA. All paid leaves, i.e., holiday pay, sick or vacation leaves, shall be considered hours worked.

The overtime service must be for work definitely ordered or approved by the City Manager or designee.

The smallest unit of time worked to be credited as overtime shall be as set forth in the Fair Labor Standards Act (FLSA) as amended.

2. Overtime Rate

Overtime shall be computed at the rate of one and a half times the EMPLOYEE'S normal hourly compensation.

3. Compensatory Time

EMPLOYEES covered by this MOU shall be paid for overtime in either cash or compensatory time off at a time and one-half rate at the EMPLOYEE'S option. Employees shall not accumulate more than 48 hours compensatory time off.

SECTION B. Scheduled Overtime

1. Overtime shall be considered "scheduled" if the employee receives notice at least forty-eight hours in advance.
2. If the overtime is scheduled within the same day as a regular shift and there is at least one hour break between the overtime and regular shift, one half hour of travel time before and one half hour after the actual hours worked will be paid at the overtime rate.
3. If the scheduled overtime does not occur within the same day as a regular shift, no travel time shall be paid.

SECTION C. Holdover Overtime

1. "Holdover" overtime shall be considered as more than a quarter of an hour worked at the end of a regular shift with less than one hour break in between. All holdover overtime shall be paid at the time and one-half rate in ten minute increments.
2. No travel time shall be paid.

SECTION D. Call-out Overtime

1. "Call-out" overtime shall be considered overtime for which the employee did not have at least forty-eight hours advance notice.
2. Call-out compensation for represented classifications, other than those Street and Sanitation Division, Public Works Department classes assigned to Standby, shall be paid at the time and one-half rate including one-half hour travel time before and one-half hour travel time after the actual work assignment begins and ends.
3. In those instances where the call-out continues into the regularly scheduled shift, only the half hour prior to the call-out will be credited.
4. EMPLOYEES called back to work, outside their normal work shift hours, shall be paid a minimum of two (2) hours at the EMPLOYEE'S overtime rate for such call-out.

SECTION E. Standby Time

1. Standby time shall be compensated at the rate of eight (8) hours of vacation in-lieu for the week of assignment. For each holiday occurring during the assigned week, Saturdays and Sundays excluded, an additional four (4) hours of vacation in-lieu shall be credited to the EMPLOYEE.

2. For those EMPLOYEES in the Street and Sanitation Division of the Public Works Department assigned standby duties, sixteen (16 hours) vacation for each seven-day week to which they are assigned standby duties shall be credited to their vacation balance. If a holiday occurs during the assigned week, four (4) additional hours of vacation will be credited to the EMPLOYEE'S vacation balance.
3. EMPLOYEES who have been designated as "standby" staff and who are required to respond to work outside of their regular shift, shall be compensated at the overtime rate for hours actually worked.
4. No travel time shall be compensated.
5. No minimum overtime applies.

SECTION F. Temporary Upgrade

1. If an EMPLOYEE is temporarily assigned a higher position by his/her supervisor and it is approved by the City Manager, then the EMPLOYEE shall be granted a temporary advancement equivalent to the greater of 5% or "A" Step of the range to which the EMPLOYEE would be in if promoted to the position. This pay shall be for the period in excess of 80 cumulative hours per calendar year during which an EMPLOYEE is required to perform the duties of the higher position.

At the conclusion of such assignment, the EMPLOYEE'S salary shall be reduced to the normal rate prescribed for the EMPLOYEE'S classification. Acting status which exceeds six months requires additional City Manager approval.

2. Public Safety Communications Operators working as Police Dispatchers for at least four (4) continuous hours in a single shift shall receive a 10% differential for all time worked over four hours as a Police Dispatcher during that shift. Public Safety Communications Operators working as Dispatchers for an entire shift shall receive a 10% differential from the first hour.
3. A Police Dispatcher temporarily assigned by his/her supervisor to work as a Supervising Police Dispatcher shall be granted a temporary salary increase equivalent to the greater of 5% or "A" Step for the Supervising Police Dispatcher classification. This temporary salary increase shall apply only to the period in excess of 80 cumulative hours per calendar year during which the Police Dispatcher is required to perform the duties of a Supervising Police Dispatcher. The 80 hour threshold may only be met with hours worked as a Supervising Police Dispatcher for a full shift or an 8 hour payback shift. Short-term assignments of less than a full shift or an 8 hour payback shift are not counted toward the 80 hour threshold and are not eligible for the temporary upgrade pay after the 80 hour threshold is met.

SECTION G. Shift Differential - Special Assignment

Special Assignments are defined as assignments in which the EMPLOYEE works on a schedule that is other than his/her regular daily schedule and where all or the greatest portion of his/her temporary daily shift occurs outside his/her regular daily shift schedule.

EMPLOYEES designated for Special Assignments shall receive additional compensation of one range or approximately 2.5% for the days during which they work on the Special Assignment. This additional compensation shall be called shift differential, and only the following classifications are eligible for this pay: Clerk Typist and Secretary. Effective the first full pay period after the City Council ratifies this MOU,

Engineering Technician, Senior Engineering Technician and Public Works Inspector shall also be eligible for the shift differential pay.

SECTION H. Bilingual Pay

The City Manager or his/her designee may designate positions within the City as bilingual positions. EMPLOYEES who apply for a bilingual position, or a bilingual designation to their existing position, may be selected at the discretion of the City Manager or his/her designee if the EMPLOYEE has at least a satisfactory rating on his or her most recent performance report and is certified by a language professional designated by the City as having suitable skills to provide translation service. The EMPLOYEE will be compensated \$60 per month and may resign or be relieved of this duty if the EMPLOYEE or department needs require.

SECTION I. Court Time (Job related subpoena)

Following is the overtime procedure when an eligible EMPLOYEE is required to appear before a judicial, legislative or administrative entity with the power of subpoena for reasons arising out of their employment with the City:

- a. El Cajon Municipal Court  
In addition to thirty (30) minutes travel and preparation time, EMPLOYEE shall receive a minimum of two (2) hours pay, at the normal overtime rate, when they are responding to subpoenas outside of their normal work day or work week.
- b. Superior Court or other judicial, legislative or administrative entity with the power of subpoena located in downtown San Diego.

In addition to one (1) hour of travel and preparation time, EMPLOYEES shall receive a minimum of two (2) hours pay, at the overtime rate, when they are responding to subpoenas.

In those instances where the court appearance is continued into the regularly scheduled shift, the EMPLOYEE shall only be paid court pay for that period prior to start of said shift including travel time of one-half hour. The same applies to the court appearances that extend beyond a regular shift.

SECTION J. Sweeper Operator Night Shift Pay

While assigned to duties as a night shift sweeper operator outside Public Works' regularly scheduled daytime working hours, Equipment Operators so designated by the department shall receive 5% above their base compensation.

SECTION K. Pest Control Advisor Pay

A Senior Park Maintenance Worker, while assigned the responsibility by the department for serving as a Pest Control Advisor and who possesses the appropriate licensed certification, is eligible for 5% additional compensation.

SECTION L. Notary Public Pay

The City Manager or his/her designee may designate positions within the City as Notary Publics. Employees who apply for Notary Public may be selected at the discretion of the City Manager or his/her designee if the EMPLOYEE has at least a satisfactory rating on their last performance evaluation and

possess the State of California Notary Public Credential. The City shall pay \$60/month and the cost to bond employees so designated.

Employees shall perform notary services only under the direction of their department director.

SECTION M. HVAC Certification Pay

All Facilities Technicians who possess the Universal Refrigerant Transition and Recovery Certification shall be eligible for 5% additional compensation.

SECTION N. Training Officer Incentive Pay

Employees in the classification of Police Dispatcher who are approved Dispatcher Training Officers (DTOs), and serve a minimum of three (3) scheduled work shifts in a calendar month in this capacity, shall be eligible for an incentive pay of \$100 per month while serving in this capacity.

**ARTICLE 5 - PERQUISITES**

SECTION A. Uniform Allowance

1. Non-sworn Police/Fire EMPLOYEES

- a. The annual uniform allowance for EMPLOYEES in the following classifications shall be \$400:

Animal Control Officer	Police Dispatcher
Deputy Fire Marshal	Public Safety Communications Operator
Police Services Officer	Supervising Police Dispatcher

The full uniform allowance will be paid to EMPLOYEES who have served in a uniformed assignment for three months or more at the time of the distribution of the allowance provided the EMPLOYEE is still in the assignment at the time of distribution. EMPLOYEES must successfully complete their probationary period to be eligible for the full allowance. EMPLOYEES who are serving in a uniformed assignment for three months or less shall receive one-half of the uniform allowance.

Uniforms shall be set by the appropriate department.

- b. Uniform shirts, baseball-type hats and jackets will be provided and laundered for Parks and Public Works Maintenance Workers (includes Public Works Equipment Operators). The shirts will be required to be worn on duty. Department will issue replacement apparel upon submittal of damaged apparel if apparel was damaged in the course of City-assigned duties.
- c. Annual uniform allowance of \$75 shall be provided to full and three-quarter time Recreation Services employees (Recreation Services Supervisor and Assistant Recreation Services Supervisor) to purchase staff shirts which will be worn at least 2-3 days per week. The City will also reimburse for the initial purchase of a windbreaker or sweatshirt as approved by the Director of Recreation as to style, color, etc.

Animal Care Attendants are not required to wear uniforms, therefore, they are not eligible for uniform allowance. However, they shall be provided protective covering and adequate foot/shoe protection while on duty.

The City agrees to provide and maintain a jump suit or coverall type work uniform for each Animal Care Attendant to wear when necessary to protect personal clothing.

d. Garage EMPLOYEES

The City agrees to provide and launder blue uniforms (shirts and trousers) for Equipment Mechanics and Lead Equipment Mechanic. The City will provide a smock to the Parts Storekeeper.

SECTION B. Tool Allowance

Equipment Mechanics will be required to furnish their own tools which will be in accordance with the Fundamental Tool Inventory List. As a result of this procedure, the City will compensate each regular Equipment Mechanic and Lead Equipment Mechanic \$200.00 per year for tool replacement or procurement. The allowance will be paid during the month of July.

SECTION C. Boot Allowance

The City agrees to pay each regular employee in the following maintenance classifications \$110 biennially for safety boots: Custodian, Lead Custodian, Facilities Technician, Park Maintenance Worker, Sr. Park Maintenance Worker, Equipment Mechanic, Lead Equipment Mechanic, Maintenance Trainee, Public Works Maintenance Worker II, Public Works Equipment Operator and Public Works Crew Leader. The safety boots shall be worn during all work hours.

SECTION D. Travel Reimbursement

1. Mileage

The travel reimbursement allowance will be the rate established by the IRS at the time of reimbursement for those EMPLOYEES required to use their personal vehicles in the conduct of CITY business. Reimbursement shall be in accordance with Administrative Policy E-4.

2. Meals

If the City requires you to attend training within the County of San Diego for the full work shift away from your normal work location, you will be compensated for lunch in accordance with the Travel Administrative Policy E-4.

SECTION E. Tuition and Book Reimbursement

1. Qualifications

Tuition and the cost of books actually paid will be refunded to all regular City EMPLOYEES for professional and technical courses taken in accredited educational institutions provided that:

- a. The EMPLOYEE has at least a satisfactory rating on the most recent performance report.
- b. The subject matter of the course relates directly to and contributes toward the performance of the EMPLOYEE'S position with the City or advancement in the job series.

- c. Before receiving reimbursement, the EMPLOYEE shall furnish evidence that he/she has completed the course with a grade of "C" or better in undergraduate work, and a grade of "B" or better in graduate work, except where an average grade of "C" is acceptable for graduation by the educational institution.
- d. Job-related courses, seminars or classes will be eligible for reimbursement if proof of attendance and payment is submitted. These courses require department director approval of time off and subject matter and shall be submitted to the Director of Human Resources for review and encumbrance of funds.
- e. City may allow employees to attend classes during work hours for workshops which are specific to employee's current job responsibilities. Employees must obtain his/her supervisor's approval. Semester/quarter courses are not within the meaning of the term workshop.

2. Maximum Reimbursement

The maximum reimbursement for any course or courses shall be \$750 per individual per fiscal year.

3. Administration

The responsibility for administering this plan is placed with the Director of Human Resources or designee (Refer to Administrative Policy E-8).

SECTION F. Deferred Compensation

- 1. The City agrees to continue to provide an Internal Revenue Code Section 457 deferred compensation plan.
- 2. The City Manager is designated as the Plan Administrator. He/she may appoint a Deputy Plan Administrator.
- 3. The City shall monitor, administer and account for all funds distributed as deferred compensation, and shall charge no fees of any kind to the EMPLOYEES or against funds deposited on behalf of the EMPLOYEES.
- 4. When a participant in the Plan becomes eligible to collect all accumulated funds deferred on the EMPLOYEE'S behalf, the City shall disburse funds according to the EMPLOYEE'S participation agreement.

SECTION G. State Disability Insurance (SDI) Integration

All EMPLOYEES represented by the ECMEA became eligible to receive benefits under the State Disability Insurance (SDI) Program commencing May 1, 1982 at their own expense. EMPLOYEE wages will be integrated with SDI benefit payments and eligible leave balances. The portion of the EMPLOYEE'S regular salary that is not paid by SDI will be charged against eligible leave balances. The total amount of the benefits combined shall not exceed 100% of the EMPLOYEE'S regular salary. (Refer to Administrative Policy D-16)

## SECTION H. Reimbursement of Expenses in Obtaining Required Licenses and Permits

The City shall reimburse EMPLOYEES for fees and expenses related to obtaining certificates, permits and/or licenses required by and related to their job assignments or by special departmental designation with City Manager approval.

Usually, these are required after a class specification is changed or in the event the City deems such certificates or licenses as job related and not primarily for the EMPLOYEE'S own use.

Fees for permits or licenses that are required as a qualification for a job are not reimbursable. Generally, renewal fees for all classes of driver's license are specifically excluded from coverage under this provision. However, the City will cover the costs of the physical examination required for Class A and B driver's licenses (or the equivalent title) when such a license is required by the EMPLOYEE'S position classification and the physical examination is performed by the City's industrial medical provider.

Renewals for selected certificates such as Pesticide Applicator's licenses, notary public, fire extinguisher certification, Advanced Life Saving, and Water Safety Instructor are compensable under this provision.

Fees should be budgeted departmentally. However, any claims not budgeted shall be submitted by the EMPLOYEE through the department director to the Director of Human Resources for disposition. The claim for reimbursement shall include a statement indicating the reason a license or permit is required and receipts for all costs incurred must be attached. The department director shall make a recommendation to approve or deny the claim.

## SECTION I. Repair or Replacement of Employee's Clothing or Other Personal Articles

### 1. Purpose

The purpose of this policy is to provide for the repair or replacement of articles of clothing or other personal articles damaged on the job and to provide a uniform procedure for submitting claims.

### 2. Intent

It is the City's intent to make reimbursement only in those cases where the damage occurs in the line of duty without fault or negligence on the part of the EMPLOYEE. Only those claims which arise out of the course of employment will be honored, and not those which arise out of situations which can normally be expected either on or off the job. Repair rather than replacement of articles will be given first consideration where such repair is considered suitable. Replacement costs will be based on the condition and age of the article prior to damage. The pro-rated replacement amount will be based on the cost of replacing the article at the time the damage occurred. Any garment or article replaced will be required to be surrendered at the time of replacement.

### 3. Submission of Claims

All claims for reimbursement shall be submitted by the EMPLOYEE through the department director to the Purchasing Division for disposition of the claim. Information in this claim shall include a summary statement of the circumstances surrounding the loss or damage; the date, time and place where the loss or damage occurred; the names of witnesses; and/or any other pertinent information which will document or justify the claim. Before forwarding any claim to the Purchasing Division, the department director shall certify that the appropriate investigation of the incident has been made and that, to the best of his/her knowledge, the claim information is complete and correct.

4. Approval of Claims

The City Manager shall administer this policy and shall be the final authority in deciding all claims made under this policy.

SECTION J. Telecommuting

The CITY agrees, upon the request of an EMPLOYEE, to conduct a study of the feasibility of telecommuting as a response to Transportation Demand Management. If such plan is determined to be feasible, the CITY may implement the plan. The costs of equipment, time keeping, travel, insurance and other accommodations required by the CITY to meet safety and other considerations shall be borne by the EMPLOYEE. The telecommuting plan may be terminated by the CITY at any time with 30 days notice to the EMPLOYEE.

SECTION K. Typing Certificates

The CITY proposes that typing certificates submitted by current CITY employees will remain valid for two years following the expiration of the eligible list for which the certificate was submitted.

**ARTICLE 6 - HEALTH AND WELFARE**

SECTION A. Medical Insurance

The CITY agrees to continue the CalPERS' Health Benefits Program that was adopted on January 1, 1986. From the total allotted under the cafeteria benefit, the CITY agrees to pay to CalPERS the statutory minimum (\$125 per month in 2016) toward the cost of any CalPERS' health plan which the EMPLOYEE chooses, if any. This shall be the amount contributed on behalf of retirees as well. The EMPLOYEE agrees to be liable for the difference between the total cost of the health plan chosen and the CITY'S contribution of the statutory minimum (\$125 per month in 2016). This benefit shall be part of the Section 125 cafeteria plan.

SECTION B. Dental Insurance

The CITY agrees to offer the EMPLOYEES a choice of at least two (2) dental plan options. This benefit shall be an option within of the Section 125 cafeteria plan.

SECTION C. Life and Accidental Death & Dismemberment Insurance

The CITY provides life insurance and accidental death & dismemberment (AD&D) insurance. The amount of the CITY-paid life insurance and AD&D is \$25,000. The CITY continues to make available additional term life insurance for EMPLOYEES, spouse and children, but such insurance will not be part of the Section 125 cafeteria plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

SECTION D. Cafeteria Benefit Plan

The CITY offers an Internal Revenue Code Section 125 cafeteria plan ("PLAN") which coincides with the CalPERS' Health Benefits Program plan year. The PLAN contains provisions for employer contribution and EMPLOYEE flexible spending accounts. The PLAN, if practical, shall be written to provide for all allowable benefits. This MOU shall control which of those benefits are utilized and the dollar amount of any employer contribution.

Whereas the CITY will continue to make available State Disability Insurance and individual term life insurance, such insurance will not be part of the PLAN and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

The cafeteria benefit allowance will be paid monthly with the contribution amount set on a calendar year basis. The monthly cafeteria benefit allowance shall be as follows:

Effective January 1, 2016: \$1,000.00  
Effective January 1, 2017: \$1,050.00  
Effective January 1, 2018: \$1,100.00  
Effective January 1, 2019: \$1,150.00

Each EMPLOYEE who elects coverage from a CalPERS' health plan shall have the statutory minimum (e.g., \$125 per month in 2016) paid by the City to CalPERS (See Section A of this Article) for that benefit, with the balance available for other cafeteria selections or taxable cash. This statutory minimum is the amount which is paid to CalPERS on behalf of retirees electing such insurance. An EMPLOYEE who elects not to be covered under a CalPERS' health plan may use the total amount for other eligible benefits.

In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a "salary reduction" item; i.e., paid with before-tax dollars. If the allowance exceeds the total cost of benefits selected, the difference shall be paid to the EMPLOYEE in cash.

An employee who declines coverage in the CalPERS' medical insurance plans shall receive the full cafeteria plan contribution.

#### Limited Re-Opener on Affordable Care Act ("ACA") Compliance:

In the event any provision of Federal law would impose greater financial cost or penalties on the City, which is above and beyond the City's agreed upon contribution to an EMPLOYEE's cafeteria plan as described above, the parties agree to a limited meet and confer solely as to changes to the cafeteria plan that would be needed to avoid such additional cost or penalties. The City may require proof of coverage as a condition of receiving the City's full cafeteria contribution. If and when this becomes necessary, an employee who provides evidence of group medical insurance coverage (e.g., coverage under a spouse's employer's plan) that is compliant with the Affordable Care Act ("ACA") shall receive the full contribution. An employee who does not provide proof of coverage, or who provides proof of non-group coverage, or coverage that is otherwise not ACA compliant, shall receive the difference between the City's monthly cafeteria plan contribution and the lowest priced "Employee Only" coverage offered through the CalPERS' medical insurance plans.

#### SECTION E. EMPLOYEE Liability

Each EMPLOYEE will be liable for the difference between the total cost of eligible benefits selected and the amount of the cafeteria allowance the EMPLOYEE receives. (See Section "D" above)

#### SECTION F. Retirement System (CalPERS)

##### 1. Retirement Formula and Final Compensation

The City of El Cajon entered into a contract with the California Public Employees' Retirement System, hereinafter referred to as CalPERS, effective January 1, 1959. The following benefits are in effect for unit members:

- a. EMPLOYEES who are considered "classic members" (i.e. not defined as "New Members" pursuant to the California Public Employees' Pension Reform Act of 2013 ("PEPRA")) shall receive:
  - A retirement formula of 3% at age 60
  - One-year highest compensation (Government Code section 20042)
- b. EMPLOYEES who qualify as "New Members" as that term is defined by the PEPRA shall have the benefits required by PEPRA, which include, but are not limited to:
  - A retirement formula of 2% at age 62
  - Three-year final compensation (Government Code section 20037)

2. 1959 Survivor Benefit

The City's CalPERS plan includes the fourth level of the 1959 Survivors' Benefit (Government Code section 21574).

3. Death Benefit

The City's CalPERS plan provides a death benefit of \$5,000 (Government Code section 21623.5).

4. Military Service Credit

- a. The contract with CalPERS allows eligible EMPLOYEES to receive military service credit as outlined in Section 21024 of the Public Employees' Retirement Law.
- b. The contract with CalPERS has been further amended to provide that after October 1, 1977, any EMPLOYEE electing to receive military credit toward retirement shall pay the cost of the time credited.

5. Sick Leave Credit

The contract with CalPERS includes the ability of EMPLOYEES to convert unused sick leave to service credit at retirement as outlined in Section 20965 of the Public Employees' Retirement Law.

6. No City Paid EMPLOYEE Contribution

- a. Currently, EMPLOYEES who are "classic members" (see Article 6, Section F.1.a. above) pay the 8% EMPLOYEE's share of the retirement cost.

Any State mandated or other increases in the cost of the retirement system resulting from increases in the benefit level of the current plan are subject to future negotiations between the City and the ECMEA. Any such cost increases will not automatically be absorbed by the City as part of the fully paid plan.

- b. In 1999, the City agreed to adopt CalPERS Section 20636(c)(4) whereby the Employer Paid Member Contributions are reported to CalPERS as compensation. Employer Paid Member Contributions equal 0% during the term of this MOU.

- c. EMPLOYEES who qualify as "New Members" as that term is defined by the PEPRA (see Article 6, Section F.1.b. above) shall pay employee contributions equal to 50% of normal cost and the City will make no Employer Paid Member Contributions.

## ARTICLE 7 - LEAVES - TIME OFF

### SECTION A. Vacation

#### 1. Earned Vacation

EMPLOYEES paid at a bi-weekly rate shall be credited with annual vacation with pay according to their number of years of continuous, uninterrupted, full-time service as follows:

#### 2. Vacation Rate - Vacation shall be credited per the following schedule:

- a. 3.07 hours of vacation accrued and credited bi-weekly from the date of hire until completion of the 60<sup>th</sup> month;
- b. 4.60 hours of vacation accrued and credited bi-weekly following completion of the 60<sup>th</sup> month through the 132<sup>nd</sup> month;
- c. 4.91 hours of vacation accrued and credited bi-weekly following completion of the 132<sup>nd</sup> month through the 144<sup>th</sup> month;
- d. 5.21 hours of vacation accrued and credited bi-weekly following completion of the 144<sup>th</sup> month through the 156<sup>th</sup> month;
- e. 5.52 hours of vacation accrued and credited bi-weekly following completion of the 156<sup>th</sup> month through the 168<sup>th</sup> month;
- f. 5.83 hours of vacation accrued and credited bi-weekly following completion of the 168<sup>th</sup> month through the 180<sup>th</sup> month;
- g. 6.14 hours of vacation accrued and credited bi-weekly following completion of the 180<sup>th</sup> month.

#### 3. Vacation Credit Accumulation

In the event an EMPLOYEE who has served continuously for at least twelve months does not take all of the vacation to which entitled in a single year, the EMPLOYEE shall be allowed to accumulate the balance to be taken in a subsequent year.

##### a. Vacation Cap

- 1. EMPLOYEES may accumulate unused vacation up to, but not exceeding, 480 hours.
- 2. Employees will not accrue vacation leave after the cap is reached, except if there is documented denial of the EMPLOYEE'S request for use of vacation within the preceding 12 months. The cap will be extended by the amount of leave denied for an additional one year from date of denial.
- 3. EMPLOYEES have the option of cash reimbursement for unused paid vacation at any time during employment provided the EMPLOYEE has a balance of at least 80 hours

after cash out. The minimum amount to be cashed out will be 40 hours. EMPLOYEES must have taken 80 hours of vacation leave during the previous year (26 pay periods) to qualify for cash reimbursement.

b. Unused Vacation at Separation

EMPLOYEES who are separated from City employment, whether voluntarily or involuntarily, shall be paid all unused accumulated vacation.

4. Holidays Occurring During Vacation

Paid holidays immediately preceding, immediately following or wholly within the vacation period shall not be regarded as part of the annual vacation.

5. Vacation Schedules

Vacation schedules shall be arranged by the City Manager or designee with particular regard to the needs of the service, and so far as possible, with the wishes of the EMPLOYEE. Vacation time shall be with full pay for such time as the EMPLOYEE would have been paid if at work for the City for the same period of time. At the discretion of the City Manager, the EMPLOYEE'S vacation time may be divided if the needs of the service so require.

a. Commencement of Vacation

Vacation time may commence on any workday of the week and shall consist of consecutive working days, exclusive of any paid holidays under the terms of Article 7, Section A.4. above.

6. Vacation Requests

No vacation shall be granted to, or taken by, an EMPLOYEE without the consent of the EMPLOYEE'S department director. Requests for annual vacation shall be submitted in advance, on the prescribed form, signed by the EMPLOYEE and approved by the City Manager or designee.

7. Vacation Usage

Requests to take more than two times the annual vacation in any one year will not normally be considered. If extenuating circumstances exist, such requests must have the approval of the City Manager. Vacation may be used in increments of no less than one (1) hour.

All newly hired EMPLOYEES shall be eligible for vacation immediately once they accrue a balance of leave time and otherwise satisfy the requirement to use vacation.

SECTION B. Holidays

1. The holidays of the City, except as otherwise provided by this Article, shall be:

New Years Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Admissions Day*	September 9 (float)
Columbus Day*	Second Monday in October (float)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
and every day proclaimed by City Council as a public holiday.	

\*Two (2) floating holidays in lieu of celebrating Columbus Day and Admissions Day. City facilities shall remain open on both days. 0.62 hours of vacation shall accrue and be credited bi-weekly to compensate for the two floating holidays.

2. Holidays Falling on Regular Days Off

a. EMPLOYEES with Saturday and Sunday Off

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the previous Friday shall be observed as the holiday.

b. EMPLOYEES With Other Than Saturday and Sunday Off

When a holiday falls on a Saturday, eight hours shall be added to the EMPLOYEE'S vacation balance in lieu of the holiday. When the holiday falls on a day other than Saturday, and such day is the EMPLOYEES' normal day off, they shall receive eight hours vacation added to their balance in addition to their normal day off.

3. EMPLOYEES Required to Work on a Holiday

EMPLOYEES required to work on a holiday shall be granted overtime pay in addition to any other time which may be granted under this section. (Overtime pay is paid at the rate of time and one-half.)

4. Vacation In Lieu of Holidays

Certain designated classes assigned shift work shall receive, in addition to the vacation specified in Article 7, Section A.2., ninety-six (96) hours of vacation in lieu of holidays. These classes are:

- Animal Control Officer
- Police Dispatcher
- Police Services Officer
- Public Safety Communications Operator
- Supervising Police Dispatcher

In addition, classes covered under this section shall receive an additional in lieu of eight hours for any one-time holiday proclaimed by the President of the United States or the Governor of the State of California and granted by the City Council to all City EMPLOYEES. Leave granted under this section shall be taken in accordance with Article 7, Section A and used within twelve months from the date accrued.

5. Holiday Time Off

- a. During the term of this MOU, all covered employees recognize that the City intends to close City Hall, the City's Public Works Yard, and the City's Fleet Shop for the work days between the observed Christmas holiday and the observed New Years' Eve holiday in 2015, 2016, 2017 and 2018. In 2015, these dates are December 28, 29 and 30. In 2016, these dates are December 27, 28 and 29. In 2017, these dates are December 26, 27, and 28. In 2018, these dates are December 26 and 27. All covered employees will generally be required to use vacation leave during this time.
- b. If an employee has worked for the City for less than six months, the City will "advance" him/her vacation leave to cover any otherwise unpaid time off during this period.
- c. If an employee has worked for the City more than six months and does not have enough vacation leave to cover the time off, he/she will be placed on leave without pay status.
- d. Should a covered employee affected by the closure desire not to use his/her available vacation balance during all or part of the closure, the employee must make a request to take unpaid leave during the closure via the chain of command to the City Manager. The City Manager will consider each request on a case-by-case basis; however, the City Manager's decision will be final.
- e. Some employees in the Police Department and in the Public Works Department not assigned to City Hall may be required to work some or all of these days based on operational needs of the City.

SECTION C. Sick Leave

- 1. Sick leave with pay shall be granted to all EMPLOYEES in accordance with this section. Sick leave shall not be considered as a right which an EMPLOYEE may use at his/her discretion, but shall be allowed only in case of: (1) necessity and actual personal sickness or disability of the EMPLOYEE; or (2) to attend to an illness or injury, including time for scheduled doctor or dentist appointment, of a person who is in the relationships to the employee as described in California Labor Code §233 and §246.5, which currently includes:

Child	Parent	Spouse
Grand Child	Foster Child	Adopted Child
Step Child	Legal Ward	Child of Domestic Partner
Step Parent	Legal Guardian	Adoptive Parent
Foster Parent	Sibling	Parent-in-Law
Grand Parent	Registered Domestic Partner	Child of Person Standing in Loco Parentis

Sick leave may also be used in cases where the EMPLOYEE is a victim of domestic violence, sexual assault, or stalking in order to attend to the health, welfare and safety of the EMPLOYEE or the EMPLOYEE's child as set forth in Labor Code §230.1 and §246.5. Abuse of sick leave privileges, as with all rules, is grounds for disciplinary action.

a. Compensation Procedure

In order to receive compensation while absent on sick leave, EMPLOYEES shall notify their immediate supervisor or the City Manager prior to or within (1) hour after the time set for beginning their daily duties.

b. Certificate of Absences

In cases of suspected abuse, chronic sick leave use, instances requiring modified duty work assignments, or at the discretion of the City Manager, a physician's certificate may be required regardless of the length of absence if the EMPLOYEE is given reasonable notice to allow provision of such physician's certificate.

In the case of a suspected sick-out, the City Manager or designee may implement immediate requirements for a physician's certificate.

c. Sick Leave Earning Rate

All EMPLOYEES who are paid at a bi-weekly rate shall accrue sick leave at the rate of 3.68 hours per bi-weekly pay period. All unused sick leave may be accumulated.

d. Sick Leave Conversion Privilege

An EMPLOYEE who has taken five days (40 hours) sick leave or less during the calendar year ending December 30 of each year shall be entitled to either convert up to five days (40 hours) of unused sick leave to vacation leave or receive a cash payment for up to three days (24 hours), based upon the current compensation rate. In no event can any EMPLOYEE select a combination of two options or reduce the accumulated sick leave balance below 192 hours. No prorations shall be made for EMPLOYEES terminating before December 30 of the calendar year.

e. Reimbursement for Unused or Unconverted Sick Leave Upon Separation

After 10 years of continuous (uninterrupted) City service and upon voluntary separation under satisfactory conditions as determined by the City Manager, an EMPLOYEE shall be eligible to receive a cash payment equivalent to 25% of all unused sick leave, less the total number of hours converted to either cash, vacation, or a combination thereof as set forth in Article 7, Section C. 1(e). Such reimbursement is to be computed upon the EMPLOYEE'S final compensation rate. (e.g.  $600$  [balance of sick leave on books after conversions and use]  $\times .25 = 150$ ;  $150 - 400$  [hours converted previously] = -0-).

f. Unused Sick Leave at Retirement for Health Insurance

For EMPLOYEES hired before July 1, 2013 only, upon retirement from City employment for service or disability, an employee may elect to use unused sick leave at its dollar value at retirement to pay health insurance premiums in retirement according to the following schedule:

10 through 14 years of service: 25% of the sick leave balance at retirement;

15 through 19 years of service: 50% of the sick leave balance at retirement;

20+ years of service: 75% of the sick leave balance at retirement.

An EMPLOYEE choosing to exercise this benefit must submit a written request to the City's Finance Department no later than 120 days following the date of separation from City employment. This benefit will be in addition to the PEMHCA contribution the City currently contributes to the Public Employees' Retirement System for retiree health insurance benefits. The supplemental benefits described above shall be used to pay health insurance premiums for the retiree and dependents, if applicable. However, if the employee is deceased before the funds are exhausted, the supplemental benefits shall cease and the remaining funds shall be the City's property.

The City elects to self-administer this plan at this time. The City will pay the annualized dollar equivalent of the Kaiser two-party health insurance premium once per year in January of each year.

This benefit may be used in combination with service credit for unused sick leave as described in Article 6, Section F.5.

## 2. Bereavement Leave

No more than 24 hours special leave with pay may be granted in order to discharge the customary obligations arising from the death of a relative who is a member of EMPLOYEE'S household, or a parent, step-parent, grandparent, sibling or child of the EMPLOYEE or the EMPLOYEE'S spouse/domestic partner (not required to be a member of the household). Employees may request the use of 16 additional hours to be charged to sick leave. Requests for additional leave must be approved by the City Manager or designee.

## 3. Compulsory Sick Leave

- a. If, in the opinion of the City Manager, an EMPLOYEE is incapacitated for work due to illness or disability, such EMPLOYEE may be required to submit to an examination by a City designated physician, the costs to be borne by the City. If the EMPLOYEE wishes to change physicians, one request may be made. Any subsequent reports verifying the EMPLOYEE'S fitness will be at the EMPLOYEE'S expense. If the report of the physician shows the EMPLOYEE to be in an unfit condition to perform job duties, the City Manager shall have the right to compel the EMPLOYEE to take a sufficient leave of absence to enable the EMPLOYEE to perform the essential functions of his or her job with or without a reasonable accommodation. Accrued sick leave can be used for such absences or, when no accrued leave exists or has been exhausted, the EMPLOYEE may be granted leave without pay, the total of which shall not exceed one year. For good cause, the EMPLOYEE may request extensions of this time in increments of not more than one month.
- b. An EMPLOYEE who objects to an unpaid leave of absence and/or a leave of absence requiring use of the EMPLOYEE's personal leave accruals will be provided notice and opportunity to respond to the City Manager before any action of the City Manager.

- c. EMPLOYEES whose performance is adversely affected by the use of alcoholic beverages, chemical substances (illicit drugs) or medications which are not prescribed or used in a manner contrary to physician's orders may in some cases be subject to the above provisions, as well as any disciplinary procedures. EMPLOYEES whose medication may alter their behavior so as to cause a potential safety problem (e.g. related to operating equipment or motor vehicles or restrictions on being on ladders, at heights or in confined areas) must report the use of medication to their supervisors for modifying their work assignment temporarily. Abuse or failure to report could lead to discipline.

The object of this rule is to protect the City's interest in having a safe and effective work force and in assisting EMPLOYEES in achieving a level of fitness to perform their duties. (Refer to Administrative Policy D-1)

Any application of this section which results in action by the City adverse to an EMPLOYEE or his/her continued employment may be appealed to the Personnel Commission.

#### 4. Pregnancy Disability Leave

- a. EMPLOYEES applying for leave or benefits based upon disability caused by pregnancy, childbirth, or pregnancy related conditions shall be treated in all respects as an EMPLOYEE applying for leave or benefits due to any other illness or disability. EMPLOYEES may request modified work assignments if accompanied by a physician's statement.
- b. Prior to beginning pregnancy disability leave, EMPLOYEES must submit a request for leave of absence for the anticipated length of the leave to the City Manager via the department director. In the case of an unexpected need for pregnancy disability leave, the EMPLOYEE may submit the required paperwork when able to do so. Requests are to include approximate dates of absence and anticipated date of return.

Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the EMPLOYEE shall be reinstated in the position held at the time leave was granted without any loss of seniority. Failure on the part of the EMPLOYEE on leave to report promptly at the expiration of pregnancy disability leave, or within a reasonable time after notice to return to duty, shall be cause for discharge. This shall not apply to an EMPLOYEE who takes CFRA leave immediately following pregnancy disability leave.

EMPLOYEES returning from a leave of absence due to any disability, including Pregnancy Disability Leave, must submit a release from the attending physician prior to, but no later than, the start of the first work day.

#### 5. Family Care and/or Medical Leave

EMPLOYEES shall be granted family care leave or medical leave in accordance with Administrative Policy D-4 and the Family Medical Leave Act and/or California Family Rights Act for any of the following reasons:

- a. to care for a newborn child of the EMPLOYEE within 12 months of the birth; or
- b. to care for a newly adopted child or a child placed in foster care with the employee within 12 months of the placement; or

- c. to care for a spouse, child or parent of the employee with a serious health condition; or
- d. because of a serious health condition which causes the employee to be unable to perform his/her duties; or
- e. a qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is a covered military member on covered active duty or who is called to an impending call to covered active duty in the Armed Forces, National Guard, or Reserves; or
- f. to care for a spouse, son, daughter, parent, or next of kin who is a current covered service member of the Armed Forces, a member of the National Guard or Reserves, or a covered veteran, for whom an employee is eligible to take military caregiver leave under the Family Medical Leave Act due to injury or illness incurred in the line of duty on active duty; or
- g. any other reason permitted under the Family Medical Leave Act and/or California Family Rights Act.

All EMPLOYEES are required to report to Human Resources that: (1) he/she has a reasonable belief that he/she has a serious medical condition, but shall not provide further details; (2) the expected commencement and duration of the leave for the serious medical condition; and (3) documentation by a medical provider of the employee's work restrictions upon return to work. The reporting requirement applies regardless of the type of leave taken.

#### SECTION D. Military Leave

Any employee who is or becomes a member of the Armed Services, Militia or Organized Reserves of California or the United States shall be entitled to the leaves of absence and employment rights and privileges provided by USERRA and the Military and Veterans Code of the State of California.

#### SECTION E. Jury/Witness Leave

In accordance with Administrative Policy E-3, every regular and probationary EMPLOYEE is entitled to be absent from duty with the City while called to serve as a trial juror or as a witness called by a subpoena before a court of law. Under such circumstances, the EMPLOYEE shall be paid the difference between their full salary and any payment received by them, except travel pay, for such duty. If jury service or witness time is less than a full work day, the EMPLOYEE is expected to return to work, unless a justification is provided.

#### SECTION F. Leave of Absence Without Pay

The City Manager may grant a regular or probationary employee leave of absence without pay or accrual of seniority or benefits, for a period not to exceed one year. No such leave shall be granted except upon written request of the EMPLOYEE, setting forth the reason for the request, and approval shall be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the EMPLOYEE shall be reinstated in the position held at the time leave was granted. Failure on the part of an EMPLOYEE on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

EMPLOYEES making use of this provision who return to duty in one year or less shall return with the seniority status for benefits and working conditions which he/she held at the time of commencement of the leave. An EMPLOYEE may choose to remain in any group insurance plans by agreeing to pay the full cost while on such leave of absence as permitted by the carriers.

SECTION G.     Workers' Compensation Leave

1. All compensation received in accordance with the provisions of the Labor Code and Workers' Compensation Laws of the State of California shall be deemed to be included in any compensation due from the City by virtue of any grant for sick leave with pay.
2. Initial and final (employee is discharged from care) medical appointments for industrial injuries shall be included as work time, i.e., not charged to sick leave.
3. For industrial injuries: after an EMPLOYEE accrues eight (8) hours of sick leave for related medical appointments, the CITY will adjust the sick leave balance.
4. The CITY agrees to continue the Cafeteria Benefit Plan employer contribution for up to six months if an EMPLOYEE goes into a leave without pay status due to an industrial injury/illness.

SECTION H.     Catastrophic Leave

1. This program allows one or more EMPLOYEES to donate vacation for use by another who, due to extensive or catastrophic illness or injury, has exhausted paid leave and is subsequently facing financial hardship. Each request will be considered on a case-by-case basis.
2. Requests by an EMPLOYEE(S) to donate vacation and/or compensatory time are submitted for approval to the Director of Human Resources. After considering all issues and consultation with concerned parties, the Director of Personnel will make a determination. Any request denied by the Director of Human Resources may be appealed to the City Manager.

Once approved, vacation credits may be transferred from the donor EMPLOYEE(S) to a "fund" established for recipient EMPLOYEE to be used on an hour-for-hour basis, in accordance with the following conditions:

- a. Program is administered Citywide allowing hours to cross departments and EMPLOYEE bargaining groups. Management EMPLOYEES may also participate.
- b. Receiving EMPLOYEE must have exhausted all earned leave (sick leave, compensatory time and vacation/ vacation-in-lieu) and will/has entered leave without pay status.
- c. EMPLOYEE(S) donating time must transfer a minimum of eight hours and in whole hour increments thereafter.
- d. Donated hours are considered a gift to the recipient and irrevocable. Therefore, recipient is not required to "pay back" any hours received.
- e. Hours transferred will have an hour-for-hour value with no regard to dollar value of donor v. recipient.
- f. Unused hours will remain in the "fund" for future use to be determined by the Director of Human Resources and will not be considered the donee's vacation leave available for future non-catastrophic leave absences or cash out.
- g. Once donated leave benefits become payable, temporary recovery may occur resulting in a future period(s) of disability. Approval procedures should not be necessary if periods of disability are separated by temporary recovery of 90 days or less.

- h. EMPLOYEES wishing to donate vacation hours must maintain a minimum vacation balance of 80 hours (after donation).

With regard to other benefits, coordination is as follows:

SDI: SDI benefits are coordinated with donated vacation hours in accordance with Administrative Policy D-16, "State Disability Insurance."

Workers' Compensation: Donated hours can be utilized for the difference, but no more than recipient EMPLOYEE'S regular salary.

#### SECTION I. Voluntary Time Off

Regular, full-time employees in non-sworn classifications may elect to "buy" up to 80 hours per fiscal year of voluntary time off (VTO) subject to staffing needs of the department and the prior approval of the department director.

This benefit is available each fiscal year during the term of this Agreement. The City's Administrative Policy on Voluntary Time Off, A-20, is hereby incorporated by reference.

### **ARTICLE 8 - LAYOFF**

#### SECTION A. Purpose

To provide a means by which EMPLOYEES are to be demoted or laid off when a reduction in force is necessitated by a lack of work, lack of funds or abolishment of a position.

Prior to a layoff due to a reduction in force necessitated by financial emergency, the City Council may choose to adopt other alternatives which are legally available to avoid layoffs. Prior to any action being taken, written notice shall be given to the ECMEA.

#### SECTION B. Determination

1. The City Council shall determine, on the basis of the needs of the City, as recommended by the City Manager, which department and classifications shall be subject to layoff in the event a reduction in force is necessitated by lack of funds.
2. In the event a reduction in force is necessitated by a lack of work or the abolishment of positions, the City Manager shall determine which department or classifications shall be subject to layoff based upon the needs of the City.

#### SECTION C. Reduction in Force - Demotion

Except as otherwise provided, if a vacant position in a series is available during a reduction in workforce, the qualified employee with the greatest length of seniority in the affected series who is otherwise subject to layoff shall be offered a transfer or demotion to the vacant position in lieu of layoff.

Whenever two or more employees have identical seniority status in a series, the order of demotion shall be determined by the City Manager on the basis of performance.

SECTION D. Order of Reduction in Force

In a reduction in force situation, the following order of layoffs shall be followed: (a) Part-time and provisional EMPLOYEES in the affected classification series; (b) Limited-term EMPLOYEES in reverse order of their classification seniority in the affected class series; (c) probationary EMPLOYEES in reverse order of their classification seniority in the affected class series; (d) Should there be a need for further reduction, regular EMPLOYEES in the affected classification series shall be involuntarily demoted in reverse order of their classification seniority; (e) Should a reduction in force still be necessary, regular EMPLOYEES shall be laid off in reverse order of their seniority in the affected class series. Any EMPLOYEE so laid off will be given (10) working days notice in writing from the City Manager.

SECTION E. Determining Order of Layoff and Demotion For EMPLOYEES With Identical Seniority

Should two or more EMPLOYEES have identical classification seniority, the order of layoff and demotion will be determined by length of continuous service in the affected series. Whenever two or more EMPLOYEES have identical service in the affected series, the order of layoff and demotion shall be determined by the City Manager on the basis of performance.

SECTION F. Order and Method of Demotion Pursuant to a Reduction in Force - Bumping

When required, due to a reduction in force, EMPLOYEES shall be demoted in the following manner:

1. EMPLOYEES who are involuntarily demoted, who have held regular status in a lower classification shall have the right to bump EMPLOYEES in a lower classification with less classification seniority. For this purpose, classification seniority shall include the seniority the EMPLOYEE had in any higher classification in the affected class as well as the seniority the EMPLOYEE has in the lower classification that the EMPLOYEE is demoted to.
2. EMPLOYEES who have not actually held status in a lower classification shall be allowed to demote to a vacant position or to a position held by a City probationary EMPLOYEE in such lower class if they meet or exceed the employment standards of the lower class and the skills, knowledge, abilities and typical tasks are similar to the class they are being demoted from. However, an EMPLOYEE may not bump to a lower classification they have not previously held where the knowledge, skills, abilities and typical tasks are not similar or related to the higher classification. Bumping to a lower classification in the class series will be allowed even though the EMPLOYEE had not previously held a position in the lower classification if the classification has been created or added to the class series following the EMPLOYEE'S promotion to a higher classification in the affected class series, or if a new entry-level position was created following the EMPLOYEE'S date of hire. Bumping to a newly created classification will only be allowed if the City Manager has determined that the EMPLOYEE meets or exceeds the qualifications for that classification.

SECTION G. Reinstatement of EMPLOYEES Demoted as a Result of a Reduction in Force

EMPLOYEES who are demoted as a result of a reduction in force shall have their names placed on a classification reinstatement list in the order of their classification seniority. Vacant positions within a classification series shall first be offered to EMPLOYEES on this list.

SECTION H. Reemployment of EMPLOYEES Laid Off as a Result of a Reduction in Force

EMPLOYEES who are laid off and who held regular City status at the time of layoff shall have their names placed on a reemployment list for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their seniority in the

affected class series. Vacant positions in such classifications will be offered to eligibles on the Reemployment List who qualify for such vacancies prior to an open or promotional recruitment.

SECTION I. Duration of Reinstatement and Reemployment List

The eligibility of individuals on the Reinstatement and Reemployment lists shall extend for a period of two years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from either the Reemployment or Reinstatement List. EMPLOYEES appointed from a reemployment list or classification reinstatement list within two years from date of layoff shall not be subject to re-testing upon appointment.

SECTION J. Restoration of Benefits Upon Reemployment Following a Reduction in Force

Upon reemployment following a reduction in force, an individual reemployed in the same class or a lower class in the series will have the following benefits restored:

1. Prior sick leave balance, if any.
2. Seniority at time of layoff for purposes of determining merit increases, vacation accrual rate and future reduction in force.
3. Upon reemployment, the EMPLOYEE shall be paid at the same step of the salary range currently in effect for the classification the EMPLOYEE held immediately prior to layoff. If the EMPLOYEE chooses to be reemployed in a classification which has a salary range lower than the classification from which the EMPLOYEE was laid off, then the salary placement will be made as follows: 1) at a point either equivalent to the EMPLOYEE'S salary range and step immediately prior to layoff; 2) if the maximum of the salary range of the position to which the EMPLOYEE is to be reemployed is less than the minimum salary currently in effect for the classification from which laid off, the EMPLOYEE will receive the maximum of the salary range for the classification in which the EMPLOYEE is reemployed.
4. All benefits EMPLOYEES are eligible to receive including the deferred compensation benefit if they were receiving it prior to layoff. (Referred to Article 6 F.2. (Retirement).

SECTION K. Quarterly Performance Reports

Quarterly performance reports will be required to be completed during the first year of reemployment on any EMPLOYEE appointed from a reemployment list or classification reinstatement list.

SECTION L. Payoff of Accruals Upon Layoff

Laid off EMPLOYEES are to be paid for all accrued holidays, vacation and non-exempt overtime when separated as a result of a layoff. The sick leave balance of such EMPLOYEE will remain on the books and will be reinstated if they are reappointed unless the EMPLOYEE is eligible for, and elects to participate in, the sick leave reimbursement program for termination.

SECTION M. Retirement Contribution

Upon layoff, the EMPLOYEE may elect to either withdraw his/her retirement contribution or leave the money in the retirement system. Prior to reemployment, however, if the retirement funds have been withdrawn, they must be redeposited in accordance with arrangements satisfactory to the Public Employees' Retirement System.

SECTION N. Non-discrimination in Reduction in Force

Layoffs and demotions which result from a reduction in force shall be made without regard to an EMPLOYEE'S race, color, religious creed, ancestry, national origin, marital status, sex, age (over 40), medical condition (including cancer), disability (including HIV or AIDS), sexual orientation, genetic information, gender identity or expression, status as a military member or veteran, or any other protected classification.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

SECTION A. Purpose

1. To promote improved employer-EMPLOYEE relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To assure fair and equitable treatment of all EMPLOYEES and promote harmonious relations among EMPLOYEES, supervisors and management.
3. To encourage the settlement of disagreements informally at the EMPLOYEE supervisor level and provide an orderly procedure to handle grievances throughout the several supervisory levels where necessary.
4. To provide that appeals shall be conducted as informally as possible.
5. To resolve grievances as quickly as possible and correct, if possible, the cause of grievance; thereby reducing the number of grievances and future similar complaints.

SECTION B. Reviewable Grievances

To be reviewable under this procedure, a grievance must:

1. Concern matters or incidents that have occurred.
2. Result from an act or omission by management regarding working conditions or other aspects of employer-EMPLOYEE relations over which the director of the department or the City has control.
3. Arise out of a specific situation, act or acts complained of as being unfair which result in an inequity or damage to the EMPLOYEE.
4. Specify the relief sought, which relief must be within the power of the director of the department or the City Manager to grant in whole or in part.
5. Or be in violation of this MOU.
6. Grievances may be filed by an individual EMPLOYEE, a group of EMPLOYEES or the ECMEA on behalf of one or more EMPLOYEES for an alleged violation of the MOU.

SECTION C. Non-reviewable Grievances

A grievance is not reviewable under this procedure if it requires the modification of a policy established by law, or is a matter which is reviewable under some other administrative procedure and/or personnel rule such as:

1. Applications for changes in title, job classification or salary.
2. Appeals from formal disciplinary proceedings.
3. Appeals arising out of merit system examinations.
4. Appeals from work performance evaluations.

SECTION D. Informal Grievance Procedure

An EMPLOYEE who has a problem or complaint should first try to get it settled through discussion with the immediate supervisor without undue delay. If, after this discussion, the EMPLOYEE does not believe the problem has been satisfactorily resolved, the problem may be discussed with the next level of supervision, up to and including the department director. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the EMPLOYEE is not in agreement with the decision reached by discussion, and has met with all appropriate supervisors and department director, the EMPLOYEE may file a formal grievance in writing within ten days after receiving the informal decision from the department director. An informal grievance shall not be taken above the City Manager.

SECTION E. Special Provisions of the Formal Grievance Procedure

1. Procedure for Presentation

In presenting a grievance, the EMPLOYEE shall follow the sequence and procedure outlined.

2. Prompt Presentation

The EMPLOYEE shall discuss the grievance with the immediate supervisor promptly after the act or omission of management causing the grievance.

3. Prescribed Form

The formal written grievance shall be submitted on a form prescribed by the City Manager for this purpose. Supervisors and the Personnel Department shall maintain an adequate supply of such forms.

4. Statement of Grievance

The grievance shall contain a statement of:

- (a) The specific situation, act or acts complained of as being unfair;
- (b) The inequity or damage suffered by the employee; and
- (c) The relief sought.

5. EMPLOYEE Representation

The EMPLOYEE may choose a representative at any step after the first step of the procedure; i.e., at any step after formal discussion with the immediate supervisor. No person hearing a grievance need recognize more than one representative for any EMPLOYEE at any one time unless so desired.

6. Handled During Working Hours

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

7. Extension of Time

The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

8. Consolidation of Grievances

If the grievance involves a group of EMPLOYEES or if a number of EMPLOYEES file separate grievances on the same matter, the grievances shall be handled as a single grievance.

9. Settlement

Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.

10. Reprisal

The grievance procedure is intended to assure a grieving EMPLOYEE the right to present a grievance without fear of disciplinary action or reprisal from the supervisor, superior or department director, provided the provisions of this grievance procedure are observed.

SECTION F. Formal Grievance Procedure Steps

1. First Level of Review

The appeal shall be presented in writing to the EMPLOYEE'S immediate supervisor, who shall render a decision and comments in writing and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the supervisor's decision, or if no answer has been received within 15 calendar days, the EMPLOYEE may present the appeal in writing to the next level supervisor. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the written decision of the supervisor, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

2. Further Level or Levels of Review as Appropriate

The supervisor receiving the appeal shall review it, render the decision and comments in writing, and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the decision, or if no answer has been received within 15 calendar days, the appeal may be presented in writing to the department director. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the decision, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

3. Department Review

The department director or designee receiving the appeal shall discuss the grievance with the EMPLOYEE, representative, if any, and with other appropriate persons. The department director shall render a decision and comments in writing and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the decision reached, or if no answer has been received within 15 calendar days, the appeal may be presented in writing to the City Manager. Failure of the EMPLOYEE to take further action within 10 calendar

days after receipt of the decision, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

4. Mediation

The EMPLOYEE or the City may request that the grievance be submitted to mediation within 10 calendar days of receipt of the Department Review decision, or within a total of 25 calendar days if no Department Review decision is rendered. If either party denies the mediation request, the grievance shall proceed to the next Step. If the parties mutually agree to mediate, the parties shall make a formal, written request for a mediator from the California State Mediation and Conciliation Service. The choice of a mediator must be agreed upon by both parties.

Mediation shall commence no later than 10 days after selection of a mediator, unless the parties mutually agree to extend this time line. If the grievance was mediated and resolved, the parties may request that the mediator provide a written summary of the outcome; a description of the dispute and the resolution reached by the parties. If the mediation does not result in a resolution within 25 days of the commencement of mediation, the grievance shall be considered unresolved and the parties shall request that the mediator render a written, advisory opinion letter to the parties within 15 calendar days of the final mediation session. This opinion is non-binding and is intended to be an advisory recommendation, only. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the advisory opinion letter will constitute a dropping of the appeal.

5. City Manager Review

The City Manager or designee shall discuss the grievance with the EMPLOYEE, their representative, if any, and with other appropriate persons. The City Manager may designate a factfinding committee, or other not in the normal line of supervision, or the Personnel Commission to advise concerning the appeal. The City Manager shall render a decision in writing to the EMPLOYEE within 20 calendar days after receiving the appeal.

SECTION G. Disciplinary Procedure

The City's Administrative Policy D-14 on Disciplinary Procedure for regular miscellaneous employees is hereby incorporated by reference and included as Attachment "B" to this MOU.

**ARTICLE 10 - SUGGESTION AWARD PROGRAM**

SECTION A. Purpose

The purpose of a Suggestion Award Program is to develop increased efficiency of governmental operations in the CITY by providing recognition to EMPLOYEES for submission of original and constructive suggestions. Such a program stimulates imaginative and inventive thinking among EMPLOYEES which can eliminate duplication, waste or safety hazards, reduce costs or accidents, improve service, methods or equipment or save time, staffing level, money, materials or space.

SECTION B. Suggestion Award Program

A copy of said program is available in its entirety in the Human Resources Department.

**ARTICLE 11 - OUTSIDE EMPLOYMENT**

SECTION A.

No EMPLOYEE shall engage in any employment nor maintain any business interest which creates a conflict with the City employment or which is in conflict with the City work schedule.

The following will be considered to be in conflict of interest with City employment unless shown otherwise:

1. Any employment or business interest in an outside entity which is regulated by the City department in which the EMPLOYEE works;
2. Any employment or business interest in any outside endeavor which would give a City EMPLOYEE special advantage due to knowledge or information of a confidential or special nature (not available to the general public) which the EMPLOYEE may gain from City employment;
3. Use or reference to City job title while engaged in outside employment or business interest;
4. Other situations which create an actual conflict of interest.

#### SECTION B.

EMPLOYEES may be required to report outside employment or business interests on forms to be provided by the City not more than twice yearly. These shall be maintained in the EMPLOYEES' personnel file.

### **ARTICLE 12 - EMPLOYEE RIGHTS**

EMPLOYEES of the City shall have the right to form, join and participate in the activities of EMPLOYEE organizations of their own choosing for the purpose of representation on all matters of employer-EMPLOYEE relations including, but not limited to wages, hours, and other terms and conditions of employment. EMPLOYEES of the City also shall have the right to refuse to join or participate in the activities of EMPLOYEE organizations and shall have the right to represent themselves individually in their employment relations with the City. No EMPLOYEE shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any EMPLOYEE organization because of his/her exercise of these rights.

Each EMPLOYEE shall enjoy all the rights and privileges afforded to him/her under the Constitutions of the United States and the State of California; the laws of the State of California; and the ordinances, rules, policies and procedures of the City of El Cajon in his/her employment relationship with the City.

### **ARTICLE 13 - CITY RIGHTS**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its EMPLOYEES; take disciplinary action; relieve its EMPLOYEES from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

#### Drug-free Workplace Act of 1988

The ECMEA agrees to support a drug-free workplace as required by the Federal Regulations passed in 1988. For further details, refer to City Council Policy A-19 or contact the Human Resources Department.

#### Driver's License Checks

The CITY shall use the State of California Department of Motor Vehicles pull notice program for the purpose of determining the status of the driver's licenses of all EMPLOYEES required to possess them.

This is for the protection of the integrity of the CITY'S liability insurance and the safety of EMPLOYEES and citizens. Any adverse actions taken would include appropriate appeal rights for EMPLOYEES.

#### **ARTICLE 14 - ASSOCIATION RIGHTS**

The ECMEA shall enjoy all of the rights and privileges afforded to it under the Constitutions of the United States and the State of California; the laws of the State of California; and the ordinances, rules, policies and procedures of the City of El Cajon.

The President of the ECMEA may have a maximum of one hour per week without loss of compensation to engage in ECMEA business with prior approval of the department director. If the President wishes to designate the Secretary or Treasurer be allowed to use this time for appropriate business, reasonable notification shall be made to the City Manager's office in advance, generally in writing. The City will send a memo to affected department directors in advance advising that this situation may occur. The ECMEA shall be allowed the use of City facilities, if available, for the purpose of conducting ECMEA meetings. The ECMEA shall also be allowed the use of bulletin board space at locations throughout the City. The ECMEA agrees to pay for printing services provided by the City.

#### **Safety Committee**

The ECMEA shall have a member serve on the Safety Committee in accordance with City Council Policy A-9.

#### **ARTICLE 15 - MODIFIED DUTY**

##### **SECTION A**

At the City's discretion, modified duty shall be given to EMPLOYEES who are unable to perform the essential functions of his/her job due to medical condition or disability where the City is able to reasonably accommodate the EMPLOYEE'S limitations.

##### **SECTION B**

EMPLOYEES recommended for modified duty must bring a written statement from a physician stating the medical reasons for modification, the prognosis for recovery and specific restrictions required. This must be presented to the department director as soon as possible after the physician recommends said EMPLOYEE for modified duty. The recommended length of time is left to the discretion of the treating physician.

##### **SECTION C**

A general job description shall be provided to the physician to determine the modifications. (RU-91 may be used as a supplement to this.) A supervisor may be asked to provide relevant additional information and possible alternative assignments.

##### **SECTION D**

An EMPLOYEE on modified duty shall notify the department director as soon as he/she is available for full duty and shall provide the department with a physician's release from modified duty stating the date of return to work and any remaining modifications needed.

SECTION E

The CITY may provide modified duty as long as work is available and the EMPLOYEE is productive.

SECTION F

The CITY retains the right to require periodic medical updates from the EMPLOYEE's treating physician and the right to send an EMPLOYEE for an evaluation at CITY expense, if the amount of modified duty appears to be excessive.

SECTION G

EMPLOYEES eligible for modified duty who refuse it shall receive no workers' compensation benefits but may exhaust eligible leave balances.

**ARTICLE 16 - EMPLOYEE ASSISTANCE PROGRAM**

The City shall maintain and fund an EAP program which does not exceed \$20,000 in cost per year.

**ARTICLE 17 - INDIVIDUAL PERSONNEL FILES**

Section A. Traffic Accidents

The City and the ECMEA agree to purge the personnel records of EMPLOYEES of all references to reprimand relating to the EMPLOYEES' traffic accidents. Purging will be at the request of the EMPLOYEE to the City Manager after three full years of accident-free driving.

Section B. Disciplinary Actions

In addition, upon request of the EMPLOYEE to the City Manager, the City will purge disciplinary actions that do not relate to workers' compensation or unresolved liability claims and are more than 5 years old, provided that no similar disciplinary actions have been imposed on said employee.

**ARTICLE 18 - LIMITED-TERM EMPLOYEES / CONTRACTING OUT**

The City and MEA agree that the City may, through attrition as positions become vacant due to termination, resignation or retirement, employ limited-term/non-benefitted employees to perform the services of the position that has become vacant, or to contract out the services performed by the vacant position. MEA expressly waives the right to meet and confer over the City's decision to employ limited-term/non-benefitted employees or to contract out services performed by a position that has become vacant through termination, resignation or retirement, however, MEA retains the right to meet and confer over the impact(s) of the City's decision. The City's decision to employ limited-term/non-benefitted employees or to contract out services will be made on a case-by-case basis in consideration of factors including the economic benefit to the City. The City shall not lay-off any EMPLOYEE in order to employ limited-term/non-benefitted employees or to contract out the services performed by that EMPLOYEE.

Pursuant to the Side Letter Agreement entered into between the City and ECMEA in January 2012, the terms of which are incorporated herein, the City may employ Limited-Term Custodians to fill vacant positions in the classification of Custodian.

## **ARTICLE 19 - MAINTENANCE OF BENEFITS**

The status of all existing benefits and conditions of employment now enjoyed by classifications represented by ECMEA shall not be deemed affected by this MOU, except as specifically modified by provisions hereof or by actions taken in implementation thereof.

The City and the ECMEA hereby expressly waive any right to request any changes in the wages, hours, or other conditions of employment of EMPLOYEES covered by this MOU. Neither the City nor the ECMEA shall be required to "Meet and Confer" as to any such request unless by mutual consent of both parties. The right of the ECMEA and the City to "Meet and Confer" on the interpretation or application of this MOU is excluded in the waiver described above.

## **ARTICLE 20 - CURRENT PRACTICES**

It is understood that existing ordinances, resolutions, City Council and Administrative policies of the City, past ECMEA MOUs, Personnel Rules and departmental rules and regulations cover matters pertaining to employer-EMPLOYEE relations including, but not limited to, wages, salaries, benefits, hours and other terms and conditions of employment. As such, they are hereby incorporated herein by this reference and made a part hereof as though set forth in full and, except as provided in this MOU, shall remain in full force and effect during the term hereof.

## **ARTICLE 21 - AGENCY SECURITY**

Pursuant to the Side Letter Agreement dated November 1, 2012 which is incorporated herein, the ECMEA maintains an agency shop whereby all full-time benefitted employees represented by ECMEA shall have the right to join ECMEA or pay to ECMEA a service fee in lieu thereof.

Continuous and uninterrupted service by the City and its EMPLOYEES to the citizens, and orderly EMPLOYEE relations between the City and its EMPLOYEES being essential considerations of this MOU, the ECMEA agrees, on behalf of itself and its members, individually and collectively, that there shall not be any strikes, boycotting, work stoppages, shutdown or slow-down/speed-up actions, or a concerted refusal to render services or to work overtime or any other curtailment, restriction or acceleration of work at any time during the term of this MOU.

Nothing shall be construed in this MOU to prevent the ECMEA or its members from exercising any legal rights prescribed by State law.

## **ARTICLE 22 - FEDERAL - STATE LAWS**

It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws and regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable laws and regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect. Modifications to such sections will be made within a reasonable period of time via the Meet and Confer process.

AMERICANS WITH DISABILITIES ACT (ADA)

The CITY and the ECMEA agree that they are subject to and must conform to the Americans with Disabilities Act (ADA).

**ARTICLE 23 – NON-DISCRIMINATION**

The ECMEA accepts and supports the official City policy of Affirmative Action as outlined in City Council Policy A-17 and subsequent policies on non-discrimination providing equal employment opportunities on the basis of merit and avoiding discrimination practices against any person employed because of a protected classification including, sex, sexual orientation, gender identity/expression, genetic make-up, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including cancer), age (over 40), marital status, or status as a member of the military or a veteran.

**ARTICLE 24 - TERM AND IMPLEMENTATION**

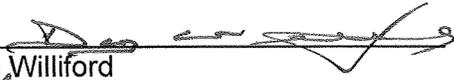
This MOU shall become effective only after adoption by the City Council of the City of El Cajon and ratification by the members of ECMEA. This MOU shall commence its term July 1, 2015 (except as otherwise provided in this MOU) and shall continue in effect through June 30, 2019.

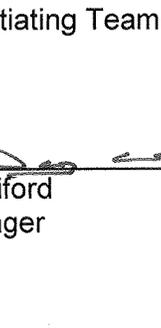
**ARTICLE 25 - RENEGOTIATION**

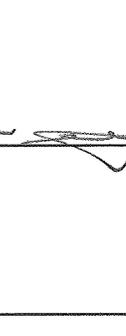
Negotiations for a successor MOU shall commence within a reasonable time period following written notice served by either party on the other.

This MOU is entered into by the following representatives of the CITY and the ECMEA.

City Negotiating Team

  
\_\_\_\_\_  
Doug Williford  
City Manager

  
\_\_\_\_\_  
Clay Schoen  
Director of Finance

  
\_\_\_\_\_  
Jim Lynch  
Director of Human Resources/Risk Manager

El Cajon Municipal Employees' Association  
Negotiating Team

  
\_\_\_\_\_  
Duane Jackson  
President

  
\_\_\_\_\_  
Barbara Thompson

  
\_\_\_\_\_  
Gene Koshiol

  
\_\_\_\_\_  
Norma Cabana

  
\_\_\_\_\_  
Susie Lowe

\_\_\_\_\_  
Selena Durrant

## ATTACHMENT A – SALARY SCHEDULE

Represented EMPLOYEE salary schedule shall be as follows:

1. 2.5% general increase to all represented classifications thru June 30, 2016. An additional 2.5% salary adjustment for Recreation Services Supervisor.

### REPRESENTED CLASSIFICATIONS ALPHA LIST

CLASSIFICATIONS	Salary Range Effective thru June 30, 2016	Step A (Hourly)	Step E (Hourly)
Account Clerk	61.8	13.13	16.00
Accounting Technician	78.1	19.64	23.92
Administrative Secretary	80.3	20.73	25.26
Animal Care Attendant	70.6	16.32	19.88
Animal Control Officer	76.5	18.88	23.00
Assistant Building and Fire Safety Inspector	79.3	20.23	24.64
Assistant Planner	89.4	25.96	31.62
Assistant Recreation Services Supervisor	79.9	20.53	25.01
Associate Planner	95.3	30.03	36.58
Building and Fire Safety Inspector	90.2	26.47	32.25
Business License Inspector	78.1	19.64	23.92
Buyer	85.4	23.51	28.65
Clerk Typist	55.5	11.24	13.69
Code Compliance Officer	86.8	24.34	29.66
Crime Analyst	87.4	24.70	30.10
Criminalist	102.8	36.13	44.03
Custodian	65.1	14.24	17.35
Customer Service Representative	68.6	15.53	18.92
Deputy Fire Marshal	96.2	30.70	37.41
Engineering Aide	79.8	20.48	24.95
Engineering Technician	88.8	25.57	31.16
Equipment Mechanic	83.7	22.55	27.47
Facilities Technician	78.9	20.03	24.40
Forensic Evidence Technician	89.0	25.70	31.31
Geographic Information Systems Technician	84.4	22.94	27.95
Information Technologies Technician	84.4	22.94	27.95
Intermediate Account Clerk	72.6	17.14	20.89
Junior Planner	81.8	21.51	26.21
Latent Print Examiner	101.4	34.91	42.53
Lead Custodian	67.9	15.26	18.60
Lead Equipment Mechanic	86.4	24.10	29.37
Lead Facilities Technician	86.4	24.10	29.37
Limited-Term Custodian	65.1	14.24	17.35
Maintenance Trainee	64.1	13.90	16.93
Minutes Clerk	71.7	16.77	20.43
Multi-Media Technician	63.4	13.66	16.64
Park Maintenance Worker	73.4	17.48	21.30

CLASSIFICATIONS	Salary Range Effective thru June 30, 2016	Step A (Hourly)	Step E (Hourly)
Parts Storekeeper	72.4	17.06	20.78
Planning Technician	81.8	21.51	26.21
Plans Examiner	94.2	29.22	35.60
Police Dispatcher	82.4	21.84	26.60
Police Records Specialist	72.1	16.93	20.63
Police Records Supervisor	79.2	20.18	24.58
Police Services Officer	83.2	22.27	27.13
Property Clerk	75.9	18.60	22.66
Public Safety Communications Operator	72.5	17.10	20.83
Public Works Crew Leader	85.0	23.28	28.37
Public Works Equipment Operator	82.0	21.62	26.34
Public Works Inspector	90.8	26.87	32.74
Public Works Maintenance Worker II	73.0	17.31	21.09
Recreation Services Supervisor	88.4	25.32	30.85
Reprographics Assistant	70.1	16.12	19.64
Reprographics Technician	72.5	17.10	20.83
Secretary	67.4	15.08	18.37
Secretary to the Chief of Police	84.3	22.88	27.88
Senior Building and Fire Safety Inspector	94.2	29.22	35.60
Senior Buyer	89.4	25.96	31.62
Senior Engineering Technician	95.8	30.40	37.04
Senior Park Maintenance Worker	79.4	20.28	24.70
Supervising Building and Fire Safety Inspector	96.2	30.70	37.41
Supervising Engineering Technician	99.7	33.47	40.78
Supervising Police Dispatcher	89.6	26.08	31.78
Utility Worker	67.5	15.11	18.41

2. 1.5% general increase to all represented classifications effective the first full pay period after July 1, 2016.

REPRESENTED CLASSIFICATIONS  
ALPHA LIST

CLASSIFICATIONS	Salary Range Effective Pay Period Ending July 15, 2016	Step A (Hourly)	Step E (Hourly)
Account Clerk	62.4	13.33	16.24
Accounting Technician	78.7	19.93	24.28
Administrative Secretary	80.9	21.04	25.64
Animal Care Attendant	71.2	16.56	20.18
Animal Control Officer	77.1	19.16	23.34
Assistant Building and Fire Safety Inspector	79.9	20.53	25.01
Assistant Planner	90.0	26.34	32.09
Assistant Recreation Services Supervisor	80.5	20.83	25.39
Associate Planner	95.9	30.47	37.13
Building & Fire Safety Inspector	90.8	26.87	32.74
Business License Inspector	78.7	19.93	24.28
Buyer	86.0	23.86	29.08
Clerk Typist	56.1	11.41	13.90
Code Compliance Officer	87.4	24.70	30.10
Crime Analyst	88.0	25.07	30.55
Criminalist	103.4	36.67	44.68
Custodian	65.7	14.46	17.61
Customer Service Representative	69.2	15.76	19.20
Deputy Fire Marshal	96.8	31.16	37.96
Engineering Aide	80.4	20.78	25.32
Engineering Technician	89.4	25.96	31.62
Equipment Mechanic	84.3	22.88	27.88
Facilities Technician	79.5	20.33	24.77
Forensic Evidence Technician	89.6	26.08	31.78
Geographic Information Systems Technician	85.0	23.28	28.37
Information Technologies Technician	85.0	23.28	28.37
Intermediate Account Clerk	73.2	17.40	21.20
Junior Planner	82.4	21.84	26.60
Latent Print Examiner	102.0	35.43	43.16
Lead Custodian	68.5	15.49	18.88
Lead Equipment Mechanic	87.0	24.46	29.80
Lead Facilities Technician	87.0	24.46	29.80
Limited-Term Custodian	65.7	14.46	17.61
Maintenance Trainee	64.7	14.10	17.18
Minutes Clerk	72.3	17.02	20.73
Multi-Media Technician	64.0	13.86	16.89
Park Maintenance Worker	74.0	17.74	21.62
Parts Storekeeper	73.0	17.31	21.09
Planning Technician	82.4	21.84	26.60
Plans Examiner	94.8	29.66	36.13
Police Dispatcher	83.0	22.16	27.00

CLASSIFICATIONS	Salary Range Effective Pay Period Ending July 15, 2016	Step A (Hourly)	Step E (Hourly)
Police Records Specialist	72.7	17.18	20.94
Police Records Supervisor	79.8	20.48	24.95
Police Services Officer	83.8	22.60	27.54
Property Clerk	76.5	18.88	23.00
Public Safety Communications Operator	73.1	17.35	21.14
Public Works Crew Leader	85.6	23.63	28.79
Public Works Equipment Operator	82.6	21.94	26.74
Public Works Inspector	91.4	27.27	33.23
Public Works Maintenance Worker II	73.6	17.57	21.41
Recreation Services Supervisor	89.0	25.70	31.31
Reprographics Assistant	70.7	16.36	19.93
Reprographics Technician	73.1	17.35	21.14
Secretary	68.0	15.30	18.64
Secretary to the Chief of Police	84.9	23.22	28.30
Senior Building Inspector	94.8	29.66	36.13
Senior Buyer	90.0	26.34	32.09
Senior Engineering Technician	96.4	30.85	37.59
Senior Park Maintenance Worker	80.0	20.58	25.07
Supervising Building and Fire Safety Inspector	96.8	31.16	37.96
Supervising Engineering Technician	100.3	33.97	41.39
Supervising Police Dispatcher	90.2	26.47	32.25
Utility Worker	68.1	15.34	18.69

3. 2.5% general increase to all represented classifications effective the first full pay period after July 1, 2017.

REPRESENTED CLASSIFICATIONS  
ALPHA LIST

CLASSIFICATIONS	Salary Range Effective Pay Period Ending July 14, 2017	Step A (Hourly)	Step E (Hourly)
Account Clerk	63.4	13.66	16.64
Accounting Technician	79.7	20.43	24.89
Administrative Secretary	81.9	21.57	26.28
Animal Care Attendant	72.2	16.97	20.68
Animal Control Officer	78.1	19.64	23.92
Assistant Building and Fire Safety Inspector	80.9	21.04	25.64
Assistant Planner	91.0	27.00	32.90
Assistant Recreation Services Supervisor	81.5	21.36	26.02
Associate Planner	96.9	31.23	38.06
Building & Fire Safety Inspector	91.8	27.54	33.55
Business License Inspector	79.7	20.43	24.89
Buyer	87.0	24.46	29.80
Clerk Typist	57.1	11.69	14.24
Code Compliance Officer	88.4	25.32	30.85
Crime Analyst	89.0	25.70	31.31
Criminalist	104.4	37.59	45.80
Custodian	66.7	14.82	18.05
Customer Service Representative	70.2	16.16	19.68
Deputy Fire Marshal	97.8	31.94	38.91
Engineering Aide	81.4	21.30	25.96
Engineering Technician	90.4	26.60	32.41
Equipment Mechanic	85.3	23.46	28.58
Facilities Technician	80.5	20.83	25.39
Forensic Evidence Technician	90.6	26.74	32.58
Geographic Information Systems Technician	86.0	23.86	29.08
Information Technologies Technician	86.0	23.86	29.08
Intermediate Account Clerk	74.2	17.83	21.73
Junior Planner	83.4	22.38	27.27
Latent Print Examiner	103.0	36.31	44.24
Lead Custodian	69.5	15.88	19.35
Lead Equipment Mechanic	88.0	25.07	30.55
Lead Facilities Technician	88.0	25.07	30.55
Limited-Term Custodian	66.7	14.82	18.05
Maintenance Trainee	65.7	14.46	17.61
Minutes Clerk	73.3	17.44	21.25
Multi-Media Technician	65.0	14.21	17.31
Park Maintenance Worker	75.0	18.19	22.16
Parts Storekeeper	74.0	17.74	21.62
Planning Technician	83.4	22.38	27.27
Plans Examiner	95.8	30.40	37.04
Police Dispatcher	84.0	22.71	27.67

CLASSIFICATIONS	Salary Range Effective Pay Period Ending July 14, 2017	Step A (Hourly)	Step E (Hourly)
Police Records Specialist	73.7	17.61	21.46
Police Records Supervisor	80.8	20.99	25.57
Police Services Officer	84.8	23.17	28.23
Property Clerk	77.5	19.35	23.57
Public Safety Communications Operator	74.1	17.79	21.67
Public Works Crew Leader	86.6	24.22	29.51
Public Works Equipment Operator	83.6	22.49	27.40
Public Works Inspector	92.4	27.95	34.06
Public Works Maintenance Worker II	74.6	18.01	21.94
Recreation Services Supervisor	90.0	26.34	32.09
Reprographics Assistant	71.7	16.77	20.43
Reprographics Technician	74.1	17.79	21.67
Secretary	69.0	15.68	19.11
Secretary to the Chief of Police	85.9	23.81	29.00
Senior Building Inspector	95.8	30.40	37.04
Senior Buyer	91.0	27.00	32.90
Senior Engineering Technician	97.4	31.62	38.53
Senior Park Maintenance Worker	81.0	21.09	25.70
Supervising Building and Fire Safety Inspector	97.8	31.94	38.91
Supervising Engineering Technician	101.3	34.82	42.43
Supervising Police Dispatcher	91.2	27.13	33.06
Utility Worker	69.1	15.72	19.16

4. 2.5% general increase to all represented classifications effective the first full pay period after July 1, 2018.

REPRESENTED CLASSIFICATIONS  
ALPHA LIST

CLASSIFICATIONS	Salary Range Effective Pay Period Ending July 13, 2018	Step A (Hourly)	Step E (Hourly)
Account Clerk	64.4	14.00	17.06
Accounting Technician	80.7	20.94	25.51
Administrative Secretary	82.9	22.11	26.93
Animal Care Attendant	73.2	17.40	21.20
Animal Control Officer	79.1	20.13	24.52
Assistant Building and Fire Safety Inspector	81.9	21.57	26.28
Assistant Planner	92.0	27.67	33.72
Assistant Recreation Services Supervisor	82.5	21.89	26.67
Associate Planner	97.9	32.02	39.01
Building & Fire Safety Inspector	92.8	28.23	34.39
Business License Inspector	80.7	20.94	25.51
Buyer	88.0	25.07	30.55
Clerk Typist	58.1	11.98	14.60
Code Compliance Officer	89.4	25.96	31.62
Crime Analyst	90.0	26.34	32.09
Criminalist	105.4	38.53	46.95
Custodian	67.7	15.19	18.51
Customer Service Representative	71.2	16.56	20.18
Deputy Fire Marshal	98.8	32.74	39.89
Engineering Aide	82.4	21.84	26.60
Engineering Technician	91.4	27.27	33.23
Equipment Mechanic	86.3	24.04	29.29
Facilities Technician	81.5	21.36	26.02
Forensic Evidence Technician	91.6	27.40	33.39
Geographic Information Systems Technician	87.0	24.46	29.80
Information Technologies Technician	87.0	24.46	29.80
Intermediate Account Clerk	75.2	18.28	22.27
Junior Planner	84.4	22.94	27.95
Latent Print Examiner	104.0	37.22	45.35
Lead Custodian	70.5	16.28	19.83
Lead Equipment Mechanic	89.0	25.70	31.31
Lead Facilities Technician	89.0	25.70	31.31
Limited-Term Custodian	67.7	15.19	18.51
Maintenance Trainee	66.7	14.82	18.05
Minutes Clerk	74.3	17.88	21.78
Multi-Media Technician	66.0	14.56	17.74
Park Maintenance Worker	76.0	18.64	22.71
Parts Storekeeper	75.0	18.19	22.16
Planning Technician	84.4	22.94	27.95
Plans Examiner	96.8	31.16	37.96
Police Dispatcher	85.0	23.28	28.37

CLASSIFICATIONS	Salary Range Effective Pay Period Ending July 13, 2018	Step A (Hourly)	Step E (Hourly)
Police Records Specialist	74.7	18.05	22.00
Police Records Supervisor	81.8	21.51	26.21
Police Services Officer	85.8	23.75	28.93
Property Clerk	78.5	19.83	24.16
Public Safety Communications Operator	75.1	18.23	22.22
Public Works Crew Leader	87.6	24.83	30.25
Public Works Equipment Operator	84.6	23.05	28.09
Public Works Inspector	93.4	28.65	34.91
Public Works Maintenance Worker II	75.6	18.46	22.49
Recreation Services Supervisor	91.0	27.00	32.90
Reprographics Assistant	72.7	17.18	20.94
Reprographics Technician	75.1	18.23	22.22
Secretary	70.0	16.08	19.59
Secretary to the Chief of Police	86.9	24.40	29.73
Senior Building Inspector	96.8	31.16	37.96
Senior Buyer	92.0	27.67	33.72
Senior Engineering Technician	98.4	32.41	39.49
Senior Park Maintenance Worker	82.0	21.62	26.34
Supervising Building and Fire Safety Inspector	98.8	32.74	39.89
Supervising Engineering Technician	102.3	35.69	43.49
Supervising Police Dispatcher	92.2	27.81	33.89
Utility Worker	70.1	16.12	19.64

CITY OF EL CAJON  
ADMINISTRATIVE POLICY

SUBJECT: Disciplinary Procedure: Regular Miscellaneous and Fire Safety Employees		POLICY # D-14
REFERENCE: See Attachment	EFFECTIVE 08/11/91	PAGE 1 of 5

Purpose:

To establish proper procedure for disciplinary actions and subsequent appeals, when appropriate, for regular miscellaneous and sworn fire safety personnel. Generally, employees serving the initial probationary period are not entitled to the full procedural due process protections outlined below.

Background

This disciplinary procedure is intended to be progressive in nature; that is, initial disciplinary actions are corrective rather than punitive, subsequent disciplinary actions are progressively more severe and the degree of discipline imposed is appropriate to the offense. The sequence of disciplinary actions is generally as follows: counseling, oral reprimand, written reprimand, suspension, demotion and dismissal. However, some offenses are so serious, e.g., theft, fighting, that the initial steps are properly eliminated and severe discipline imposed.

Public employers are required to provide procedural due process protections (written notice of the proposed action, access to any written materials, reports or documents upon which the proposed action is based and the opportunity to respond orally and in writing to the proposed charges) prior to the imposition of serious discipline, i.e., suspension, demotion, dismissal. Therefore, accurate and complete documentation is critical to an effective disciplinary system. All communications between supervisors and employees regarding performance or behavior should be reduced to writing and maintained as specified in this policy. The quality of supervisory documentation and witness accounts has a direct effect on whether the City will prevail in employee appeals of disciplinary actions.

Policy

The purpose of counseling is to identify and correct problem behavior and/or substandard performance before a punitive approach is required. The first line supervisor generally conducts this discussion with the employee to clarify performance standards/supervisory expectations, seek information and/or resolve problems. The discussion focuses on the specific incident, the inappropriate behavior or

CITY OF EL CAJON  
ADMINISTRATIVE POLICY

SUBJECT:	Disciplinary Procedure: Regular Miscellaneous and Fire Safety Employees	POLICY #	D-14
REFERENCE:	See Attachment	EFFECTIVE	PAGE
		08/11/91	2 of 5

substandard performance exhibited by the employee and the proper behavior or performance standard for the particular situation. The supervisor shall note the date, time and a summary of the discussion on the "Employee Performance Log," (PE57-89), for inclusion in the employee's next performance report. Logs shall be destroyed after the performance report is discussed with and signed by the employee. These are kept only for the supervisor's use in preparing the report.

When counseling fails to produce improvement in performance or behavior, an oral reprimand shall be issued by the immediate supervisor to notify the employee that the performance or behavior must be corrected or improved. The reprimand shall specify what improvement is required, set goals to achieve the improvement and advise the employee that failure to improve may lead to more serious disciplinary action. The supervisor shall note the date, time and content of the reprimand on the "Employee Performance Log" for inclusion in the employee's next performance report. No record is placed in the employee's permanent personnel file unless subsequent action is necessary.

A written reprimand is a formal notice to an employee that serious disciplinary action will be taken unless behavior or performance improves. The content of the written reprimand is essentially the same as the oral reprimand and shall contain the following elements:

1. A brief and concise description of the events that led to the written reprimand.
2. The date(s) and time(s) of the event(s) which is the cause of the reprimand.
3. The specific rule, City policy or MOU provision that has been violated.
4. Specific directions as to what the employee must do to correct the situation.
5. A statement that the employee has the right to respond to the department director orally, in writing or both, specifying a reasonable response time, e.g. five City Hall working days. No further appeal is allowed under the City's rules for a reprimand.

CITY OF EL CAJON  
ADMINISTRATIVE POLICY

SUBJECT: Disciplinary Procedure: Regular Miscellaneous and Fire Safety Employees		POLICY # D - 14
REFERENCE: See Attachment	EFFECTIVE 08/11/91	PAGE 3 of 5

6. A signature line for the employee to acknowledge receipt without agreeing to statements in the letter.

The written reprimand is prepared in triplicate. The original is issued to the employee with copies to the permanent personnel file and the immediate supervisor.

Suspension is the temporary removal of an employee from duties without pay. An employee may also be suspended with pay while an investigation of an alleged rule or policy violation is being conducted. Employees are generally suspended when they are involved in gross misconduct (may be first incident) or have exhibited chronic performance based behavioral problems which have not been corrected. Suspension is considered significant disciplinary action and, as such, employees are entitled to procedural due process protections, also known as the "Skelly" pre-disciplinary procedure. A suspension may be implemented immediately pending investigation when the offense could endanger the health, safety or welfare of the community or other City employees. However, notice of intent shall be served on the employee within three City Hall working days after the employee is suspended.

Employees shall be notified in writing of a proposed suspension. Such notification shall be issued by the department director and shall contain the following elements:

1. The proposed effective date and length of proposed suspension;
2. Elements 1 through 3 of the content of a written reprimand (as shown on Page 2 of this policy);
3. A listing of all previous discipline relevant to this suspension, if not a first offense;
4. A listing of documents and copies, if appropriate, upon which the recommendation to suspend is based [If the materials are too voluminous or it would be impractical to attach them, the employee and representative shall be given access to them];

**CITY OF EL CAJON  
ADMINISTRATIVE POLICY**

<b>SUBJECT:</b> Disciplinary Procedure: Regular Miscellaneous and Fire Safety Employees	<b>POLICY</b>  D-14
<b>REFERENCE:</b> See Attachment	<b>EFFECTIVE</b> 8/11/91 Revised  <b>PAGE</b>  4 of 5

5. A statement that the employee has the right to respond to the City Manager orally or in writing, specifying a "reasonable" amount of time to respond ["reasonable" is contingent upon the complexity of the issues and the volume of written materials upon which the recommendation to suspend is based];
6. A statement that failure to respond within the specified time frame may result in the employee's waiver of procedural rights [Employee requests for time extensions shall be granted when justified];
7. A statement that the employee has the right to be represented.

The department director shall forward a copy of the recommendation to the City Manager concurrent with employee notification.

Following the notification of the employee as outlined in elements #1 through #7 above (as shown on pages 3 and 4 of this policy) and the informal hearing with the City Manager or waiver of such right, the City Manager shall impose, modify or dismiss the recommendation of the department director to suspend. The employee shall be notified in writing of the City Manager's decision. If the suspension is to be imposed as recommended or as modified by the City Manager, such notification shall contain the specific charges against the employee and shall advise the employee of appeal rights to the Personnel Commission pursuant to El Cajon Municipal Code 2.72.140 and Personnel Rule 8.

**NOTE:** All non-classified employees and Fire Battalion Chiefs shall not be suspended without pay for less than the applicable work week, except for safety rule violations, to preserve their exemptions under the Fair Labor Standards Act.

Demotion is the removal of an employee from his/her present classification to a lower level classification or to a lower step in the employee's current salary range. The procedure outlined under suspension also applies to demotion. (Note: Demotions resulting from failure to pass promotional probationary periods are not disciplinary in nature and, therefore, not subject to this policy).

CITY OF EL CAJON  
ADMINISTRATIVE POLICY

SUBJECT: Disciplinary Procedure: Regular Miscellaneous and Fire Safety Employees	POLICY # D-14	
REFERENCE: See Attachment	EFFECTIVE	PAGE 5 of 5

Dismissal is the permanent removal of an employee from City service. Employees are generally dismissed when they have been given every opportunity to improve performance and/or behavior and have clearly failed to do so. Employees can be dismissed for a first offense if it is so serious that no other response would be appropriate. Again, the procedure outlined under suspension is also applicable to dismissal.

Appeal from City Manager's Decision

Should an employee elect to appeal the City Manager's decision to suspend, demote or dismiss, the employee must file a request for appeal to the Personnel Commission with the Director of Personnel within ten City Hall working days, excluding holidays, from the date the employee was notified of the suspension, demotion or dismissal. The Director of Personnel shall, after consultation with and approval of the Personnel Commission chair, set a hearing date between 10 and 60 City Hall working days from the date of filing. Upon conclusion of the Personnel Commission's hearing, their Findings and Recommendation shall be forwarded to the City Council for review and the Council may then affirm, revoke or modify the action recommended. The Director of Personnel shall notify the employee, in writing, of the City Council's final determination within ten calendar days. The employee may be entitled to judicial review per Code of Civil Procedure Section 1094.6.

Purging of Disciplinary Actions

Disciplinary actions may be purged from employees' permanent personnel files in accordance with applicable Memorandum of Understanding provisions (ECFFA).

Conclusion

The Personnel Department plays an advisory role in the disciplinary process. All questions regarding the disciplinary procedure shall be directed to the Director of personnel or designee. The Director of Personnel shall be consulted whenever significant disciplinary action, i.e., suspension, demotion or dismissal is recommended to the City Manager.

ATTACHMENT

ADMINISTRATIVE POLICY D-14

REFERENCE: El Cajon Municipal Code 2.72.100, Probationary period of employment; 2.72.110, Retention of employment during good behavior; 2.72.120, Summary suspension of probationary employees; 2.72.130, Demotion, dismissal, reduction in pay and suspension - Notice of same; 2.2.140 Right of Appeal from disciplinary action; Personnel Rule 8, Rules of Appeal to Personnel Commission; El Cajon Firefighters' Association and El Cajon Municipal Employees' Association Memoranda of Understanding

