

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EL CAJON
AND EL CAJON MID MANAGEMENT AND
PROFESSIONAL EMPLOYEES' GROUP
2015 - 2019

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF EL CAJON
AND
EL CAJON MID MANAGEMENT AND
PROFESSIONAL EMPLOYEES' GROUP**

TABLE OF CONTENTS

	Page
<u>ARTICLE 1 – INTENT</u>	1
<u>ARTICLE 2 – RECOGNITION</u>	1
<u>ARTICLE 3 – COMPENSATION</u>	2
Section A – Salary Adjustment.....	2
Section B – Normal Salary Advancement for Employees	2
Section C – Application of the Compensation Schedule	3
New Appointments	3
Advancement Provisions.....	3
Section D – Step Y.....	3
Section E – Promotion to Another Class.....	4
Section F – Voluntary Demotion	4
Section G – Transfer to Assignment Within the Classification	4
Section H – Inequitable Compensation.....	4
Section I – Paydays/Early Paychecks	4
Section J – Workday/Workweek	5
Section K – Work Schedule	5
<u>ARTICLE 4 – PREMIUM PAY</u>	5
Section A – Overtime	6
Section B – Temporary Upgrade.....	6

Section C – Bilingual Pay.....	6
Section D – Differential for Master’s Degree, Professional Registration or CPA Designation	6
Section E – Uniform Allowance.....	7
<u>ARTICLE 5 – PERQUISITES</u>	7
Section A – Travel Reimbursement	7
Section B – Tuition and Book Reimbursement.....	8
Section C – Deferred Compensation	8
<u>ARTICLE 6 – HEALTH AND WELFARE</u>	9
Section A – Medical Insurance.....	9
Section B – Dental Insurance.....	9
Section C – Life and Accidental Death & Dismemberment Insurance	9
Section D – Cafeteria Benefit Plan.....	9
Section E – Retirement System (CalPERS).....	10
Retirement Formula and Final Compensation.....	10
1959 Survivor Benefit.....	11
Death Benefit	11
Military Service Credit	11
Sick Leave Credit.....	11
No City Paid Employee Contribution	11
Section F – Disability Insurance.....	12
<u>ARTICLE 7 – LEAVES / TIME OFF</u>	12
Section A – Vacation.....	12
Earned Vacation.....	12

Vacation Rate.....	12
Vacation Credit Accumulation	13
Vacation Usage.....	13
Section B – Administrative Leave	13
Section C – Holidays.....	13
Section D – Sick Leave.....	15
Sick Leave.....	15
Compensation Procedure	16
Certificate of Absences	16
Sick Leave Earning Rate	16
Sick Leave Conversion Privileges.....	16
Reimbursement of Unused / Unconverted Sick Leave	16
Unused Sick Leave for Retirement for Health Insurance	17
Bereavement Leave	17
Compulsory Sick Leave.....	17
Family Care and/or Medical Leave.....	18
Section E – Military Leave.....	19
Section F – Jury and Witness Leave.....	19
Section G – Leave of Absence Without Pay	19
Section H – Workers' Compensation Leave.....	20
Section I – Catastrophic Leave	20
<u>ARTICLE 8 – OUTSIDE EMPLOYMENT</u>	21
Section A – General Statement.....	21
Section B – Application for Outside Employment.....	21

Outside Employment Statement	21
Acceptable Statements	21
Failure to Submit Statement	22
Section C – Guidelines for Approving Outside Employment	22
Section D – Revocation	22
Section E – Workers' Compensation.....	23
Section F – Unauthorized Outside Employment	23
<u>ARTICLE 9 – NON-DISCRIMINATION</u>	23
<u>ARTICLE 10 – INDIVIDUAL PERSONNEL FILES</u>	23
Section A – Traffic Accidents	23
Section B – Disciplinary Actions.....	23
<u>ARTICLE 11 – MODIFIED DUTY</u>	23
<u>ARTICLE 12 – EMPLOYEE ASSISTANCE PROGRAM</u>	24
<u>ARTICLE 13 – EMPLOYEE RIGHTS</u>	24
<u>ARTICLE 14 – CITY RIGHTS</u>	25
<u>ARTICLE 15 – LIMITED-TERM EMPLOYEES / CONTRACTING OUT</u>	25
<u>ARTICLE 16 – FEDERAL / STATE LAWS</u>	25
Drug-free Workplace Act of 1988.....	26
Driver's License Checks	26
SIGNATURE PAGE	26
ATTACHMENT A – SALARY SCHEDULE	27

ARTICLE 1 — INTENT

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 staff of the City of El Cajon, hereinafter referred to as the "CITY", and the El Cajon Mid Management and Professional Employees' Group, hereinafter referred to as the MMPEG, which is 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 MMPEG 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 MMPEG 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)":

Accountant
Animal Control Manager
Assistant Engineer/Licensed Land Surveyor
Associate Engineer
Building Official/Fire Marshal
City Engineer/Deputy Director of Public Works
City Traffic Engineer
Communications Center Manager
Construction Projects Manager
Crime Laboratory Manager
Deputy City Clerk
Deputy Director of Community Development
Deputy Director of Public Works
Facilities Manager
Fleet Manager
Geographic Information Systems (GIS) Analyst
Housing Manager
Information Technologies Manager
Junior Engineer
Junior Management Analyst
Maintenance Supervisor
Management Analyst
Network Administrator
Operations Manager
Police Records Manager

Planning Manager
 Principal Civil Engineer
 Public Information Officer
 Public Works Superintendent
 Public Works Supervisor
 Purchasing Agent
 Recreation Services Manager
 Senior Accountant
 Senior Management Analyst (*excluding Senior Management Analyst in Finance Department*)
 Senior Planner

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, as well as an additional market adjustment increase for the following classifications:

Information Technology Manager:	5.0%
Recreation Services Manager:	2.5%
Network Systems Administrator (in exchange for mandatory standby duties):	2.5%

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 this MOU.

SECTION B: NORMAL SALARY ADVANCEMENT FOR EMPLOYEES

The five-step, three and one-half year compensation plan is administered as follows:

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

Advancement to Step B 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 and if they have completed six months service in Step A. Steps C, D and E are provided for EMPLOYEES who are fully qualified, experienced and ordinarily conscientious in their work and therefore, upon completion of at least one year of service in step B, C or D, an EMPLOYEE shall be advanced to the next highest rate. EMPLOYEES who are appointed to a prime step in the salary range shall progress on the prime step scale following the length of service as set out in this paragraph. Once an EMPLOYEE reaches "D" prime, that EMPLOYEE'S next step increase will be to "E" Step.

SECTION C. 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 if the City Manager approves.

2. Advancement Provisions

No salary advancement shall be made so as to exceed any maximum step established in the compensation schedule for the class to which advanced EMPLOYEE'S position is allocated. Advancement shall depend upon increased service value of an EMPLOYEE to the CITY as exemplified by the recommendations of his/her 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, therefore, is one in which actual merit and not time alone governs.

EMPLOYEES shall be recommended for pay increases then only when they clearly deserve advancement as indicated by at least a satisfactory rating on their last performance evaluation, and not simply according to the lapse of a time period.

SECTION D. STEP Y

Step Y of a 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.

SECTION E. PROMOTION TO ANOTHER CLASS

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

SECTION F. 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 MMPEG, may similarly demote to a position covered by this MOU for which they are qualified, subject to approval of the City Manager. Such voluntary demotion shall require the recommendation of the EMPLOYEE'S department director and the approval of the CITY Manager. Voluntary demotions shall not result in salary increases.

An EMPLOYEE taking such a voluntary demotion shall be placed in that step in the salary range of the classification to which the EMPLOYEE is taking the voluntary demotion that would be nearest to the salary said EMPLOYEE received prior to the demotion.

SECTION G. 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 H. 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.

SECTION I. PAYDAYS/EARLY PAYCHECKS

1. Paydays

The City's regular payday shall be every other Friday. The City will make all reasonable efforts to deliver paychecks by the end of the work day 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 make all reasonable attempts 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 J. WORKDAY/WORKWEEK

All classifications covered herein are exempt from the overtime provisions of the Fair Labor Standards Act. Therefore, mid-management and professional EMPLOYEES shall be considered to work an "indefinite" workweek and not be entitled to overtime compensation unless otherwise provided herein.

Indefinite workweek is meant to imply some flexibility in the schedule so long as all responsibilities and obligations are covered. Generally, the EMPLOYEE will work 40 hours weekly. The bi-weekly pay period is normally 80 hours.

Management and professional EMPLOYEES who elect to leave early or leave the worksite to conduct personal business shall, when practicable, inform the immediate supervisor.

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 work hours due to special assignments or health and safety issues.

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 K. WORK SCHEDULE

1. The City maintains a 9/80 work schedule for most City departments. City Hall is closed on alternating Fridays as part of this schedule. City Hall's regular hours will be from 7:30 am to 5:30 pm from Monday through Thursday and 8:00 am to 5:00 pm on Fridays on which it is open.
2. 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, those EMPLOYEES will be assigned other days off (e.g., alternating Mondays).
3. 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. For example, EMPLOYEES working at the Public Works Yard, Fleet Shop, and Recreation Centers may be scheduled to work different hours in order to meet the operational needs of the City.
4. An EMPLOYEE working the 9/80 work schedule whose day off falls on an observed City holiday (e.g., Friday holiday), will accrue eight hours of vacation leave.

- 5 All EMPLOYEES working the 9/80 work schedule will be required to use one hour of vacation/administrative leave for all observed holidays that fall on a nine hour work day. This hour will automatically be deducted by the Payroll Division.

ARTICLE 4 — PREMIUM PAY

SECTION A. OVERTIME

Mid-management and professional EMPLOYEES are not eligible to receive overtime compensation; however, in the event an inordinate amount of overtime is worked by a management employee, the department director may authorize additional scheduled time off if the City Manager approves. Further, mid-management and professional employees shall not have their predetermined salaries reduced during a workweek in which they performed any work except for infractions of safety rules of major significance intended to prevent serious danger to other EMPLOYEES or the workplace.

SECTION B. TEMPORARY UPGRADE

If an EMPLOYEE is temporarily assigned to a position with a higher salary range by his/her supervisor and the assignment is approved by the City Manager, the EMPLOYEE will be granted a temporary advancement equivalent to a minimum of 5% or to "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.

SECTION C. 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 D. DIFFERENTIAL PAY FOR MASTER'S DEGREES, PROFESSIONAL REGISTRATION OR CERTIFIED PUBLIC ACCOUNTANT DESIGNATION

Mid-management and professional EMPLOYEES are eligible for 5% additional compensation for only one of the following reasons:

- (1) The EMPLOYEE has a Master's degree(s) directly related to their position with the CITY, but not required as per the classification specification appropriate to their position; or
- (2) The EMPLOYEE is classified as an Assistant Civil Engineer or Associate Civil Engineer and possesses a current California registration certificate as a Professional Civil or Traffic Engineer; or
- (3) The EMPLOYEE is classified as an Accountant or Senior Accountant and possesses a current California designation as a Certified Public Accountant.

EMPLOYEES are not eligible to receive more than 5% additional compensation where the EMPLOYEE possesses more than one Master's degree and/or certification.

It shall be the EMPLOYEE'S responsibility to furnish a copy of the Master's degree, Professional Engineer registration or Certified Public Accountant certificate to the Director of Human Resources and a transcript, if necessary, to demonstrate the job relatedness of the degree. Master's degrees must be from an accredited institution of postsecondary education.

SECTION E. UNIFORM ALLOWANCE

A uniform allowance of \$400 per year shall be paid to EMPLOYEES in the following classifications who have served in that classification for a period of three months or more prior to distribution of the allowance and provided the employee is still in the classification at the time of distribution:

Communications Center Manager
Animal Control Manager

EMPLOYEES serving in any of the aforementioned classifications for a period of less than three months shall be paid a uniform allowance of \$200. Employees must successfully complete their probationary period to be eligible for this allowance. Uniforms shall be set by the appropriate department.

ARTICLE 5 — PERQUISITES

SECTION A. TRAVEL REIMBURSEMENT

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

SECTION B. TUITION AND BOOK REIMBURSEMENT

1. Tuition and the cost of books actually paid will be refunded up to a maximum of \$750 per fiscal year to all mid-management and professional EMPLOYEES for professional and technical courses, schools or work related seminars provided that:
 - a. The EMPLOYEE has at least a satisfactory proficiency 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.
 - c. Before receiving reimbursement, the EMPLOYEE shall furnish evidence that he/she has completed the course work 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. To encourage continuous education and supervisory/ management training, the CITY will include, within the Tuition Reimbursement Policy, the opportunity for mid-management and professional EMPLOYEES to use the allowance to help defray costs of attending relevant seminars, workshops, conferences and classes (not necessarily requiring a grade) which promote professional growth. (Administrative Policy E-5) In addition, mid-management and professional EMPLOYEES may apply this allowance toward related lodging, meals and other travel costs in compliance with the procedure for Travel and Meetings as established in Administrative Policy E-4.
 - e. Tuition reimbursement allowance may also be utilized to cover the cost of membership fees for job-related professional associations.
 - f. For any eligible expenses incurred in a prior fiscal year but not previously reimbursed, a current employee may request reimbursement up to 60% of the annual maximum from the prior year as specified in the current Memorandum of Understanding or Work Rules. The remaining 40% of the annual allowance each year would be reserved for current classes, seminars and professional memberships, etc.

2. Administration

The responsibility for administering this plan is placed with the Director of Human Resources.

SECTION C. DEFERRED COMPENSATION

1. The CITY continues to provide an Internal Revenue Code Section 457 Deferred Compensation Plan.

2. The CITY Manager is designated the Plan Administrator and may appoint a Deputy Plan Administrator.
3. The CITY monitors, administers and accounts for all funds distributed as deferred compensation, and charges 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 disburses funds according to the EMPLOYEE'S participation agreement.

ARTICLE 6 — HEALTH AND WELFARE

SECTION A. MEDICAL INSURANCE

The CITY is continuing 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. 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 benefit plan.

SECTION B. DENTAL INSURANCE

The CITY agrees to offer EMPLOYEES dental insurance as an option within the Section 125 cafeteria benefit 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 one and one-half times the EMPLOYEE'S annual salary plus \$25,000, to a maximum of \$350,000. The CITY continues to make available additional, individual term life insurance for EMPLOYEES, spouse and children, but such insurance will not be part of the Section 125 cafeteria benefit 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 benefit 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.

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., \$125.00 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 pre-tax dollars. If the allowance exceeds the total cost of benefits selected, the difference shall be given to the EMPLOYEE as 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. 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.

SECTION F. Disability Insurance

The CITY provides mid-management and professional EMPLOYEES fully paid short-term and long-term disability plans. Plan documents are available in the Human Resources Department.

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.

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 60th month;
- b. 4.60 hours of vacation accrued and credited bi-weekly following completion of the 60th month through the 132nd month;
- c. 4.91 hours of vacation accrued and credited bi-weekly following completion of the 132nd month through the 144th month;
- d. 5.21 hours of vacation accrued and credited bi-weekly following completion of the 144th month through the 156th month;
- e. 5.52 hours of vacation accrued and credited bi-weekly following completion of the 156th month through the 168th month;
- f. 5.83 hours of vacation accrued and credited bi-weekly following completion of the 168th month through the 180th month;
- g. 6.14 hours of vacation accrued and credited bi-weekly following completion of the 180th month.

3. Vacation Credit Accumulation

- a. Total vacation/administrative leave accrual will be 540 hours. Except as provided in the case of denial described below, each employee will cease to accrue vacation/administrative leave once he/she reaches this cap.
- b. Mid-management and professional EMPLOYEES have the option of 100% cash reimbursement for unused paid vacation at any time provided that they have used at least 80 hours of vacation/administrative leave during the preceding year (26 pay periods).
- c. If an employee provides a documented denial of his/her request for use of vacation within the preceding 12 months, his/her cap will be extended by the amount of leave denied for an additional one year from the date of denial.
- d. Unused Vacation at Separation: EMPLOYEES who separate from the CITY shall be paid for all unused vacation time.

4. 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.

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

SECTION B. ADMINISTRATIVE LEAVE

Mid-management and professional EMPLOYEES are granted an additional 60 hours administrative leave per year to be accrued as paid vacation (2.3 hours accrue bi-weekly). This leave can be used as it is accrued in accordance with Administrative Policy D-9.

SECTION C. 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
President's Day	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
Christmas Eve
Christmas Day
New Year's Eve

Friday after Thanksgiving
December 24
December 25
December 31

and every day proclaimed by the 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. Holiday Time Off

a. All covered employees recognize that the City intends to close City Hall, the City's Public Works Yard, Recreation Centers 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.

- 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, Recreation 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.
- f. This program will only become effective if and when members of the City's Municipal Employees' Association (MEA) agree to the same terms and conditions.

SECTION D. SICK LEAVE

1. Sick Leave

Sick leave with pay is granted to mid-management and professional 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 is 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 sections 230.1 and 246.5. Abuse of sick leave privileges may be grounds for disciplinary action.

a. Compensation Procedure

In order to receive compensation while absent on sick leave, EMPLOYEES shall notify their immediate supervisor or department director 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.

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 such sick leave which is unused may be accumulated.

d. Sick Leave Conversion Privileges

Any EMPLOYEE who has taken 40 hours sick leave or less during the calendar year ending December 30 of each year shall be entitled to either convert up to 60 hours of unused sick leave to vacation or receive a cash payment for up to 24 hours, based upon the current compensation rate on an hour-for-hour basis.

In no event may an 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 on or before December 30 of the calendar year.

e. Reimbursement of 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 (D)(1)(d). Such reimbursement is to be computed upon the EMPLOYEE'S final compensation rate.

[e.g. 600 (balance of sick leave on the books after conversion and use) x .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 (hourly base rate plus any regularly recurring bi-weekly premium pay, i.e., differential pay for Master's Degrees) 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 – HEALTH AND WELFARE – SECTION E, Retirement System (CalPERS) (5). Sick Leave Credit.

2. Bereavement Leave

Up to twenty four hours special leave with pay may be granted to a mid-management and professional EMPLOYEE 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). Requests for such leave must be approved by the City Manager or designated representative and supported by such facts as may be required.

3. Compulsory Sick Leave

- a. If, in the opinion of the City Manager, an EMPLOYEE is incapacitated for work due to illness, such EMPLOYEE may be required to submit to a City designated physician for examination at the CITY'S expense. If the

EMPLOYEE objects to being examined by the designated physician, one change of physician may be requested. If the report of the physician shows the EMPLOYEE to be unfit to perform job duties, the City Manager has 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, EMPLOYEE may be granted leave without pay, the total of which shall not exceed one year. For good cause, 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 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. Verification of fitness will be made by a physician designated by the CITY and all expenses incurred in securing the verification will be at the EMPLOYEE'S expense.

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.

- d. EMPLOYEES whose performance is adversely affected by the use of alcoholic beverages, chemical substances (illicit drugs) or prescribed or unprescribed medications may be subject to the provisions above. EMPLOYEES whose medication may alter their behavior so as to cause a potential safety problem (e.g. related to operating equipment or restrictions on being on ladders, at heights or in confined areas) must report the use of medication to their supervisor for modifying their work assignment temporarily. Abuse or failure to report could lead to discipline.

4. Family Care and/or Medical Leave

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

- 1. to care for a newborn child of the EMPLOYEE within 12 months of the birth; or
- 2. to care for a newly adopted child or a child placed in foster care with the EMPLOYEE within 12 months of the placement; or
- 3. to care for a spouse, child or parent of the EMPLOYEE with a serious health condition; or

4. because of a serious health condition which causes the EMPLOYEE to be unable to perform his/her duties; or
5. 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
6. 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
7. 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 E. 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 F. JURY AND WITNESS LEAVE

In accordance with Administrative Policy E-3, an EMPLOYEE is entitled to be absent from duty when 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 is paid the difference between 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 G. LEAVE OF ABSENCE WITHOUT PAY (Other than Family Care and/or Medical Leave)

The City Manager may grant leave of absence without pay or accrual of seniority or benefits, for a period not to exceed one year. No such leave will be granted except upon written request of the EMPLOYEE, setting forth the reason for the request, and approval will be given in writing. Upon expiration of a regularly approved leave or within a

reasonable period of time after notice to return to duty, the EMPLOYEE is 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, can 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 were held prior to the leave. An EMPLOYEE may choose to remain in any group insurance plans by agreeing to pay the full cost, while on a leave of absence.

SECTION H. 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. 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.
3. 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 I. 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 off are submitted for approval to the Director of Human Resources. After considering all issues and consultation with concerned parties, the Director of Human Resources 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.
- b. Receiving EMPLOYEE must have exhausted all earned leave (sick and vacation leave) 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).

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

ARTICLE 8 — OUTSIDE EMPLOYMENT

SECTION A. GENERAL STATEMENT

When a person accepts employment with the CITY, it is assumed that this employment is to be that person's primary vocational responsibility. Any other employment, regardless of form, where personal services are rendered or goods or property are sold for financial business gain, is considered outside employment and is subject to the provisions set forth in this section.

SECTION B. APPLICATION FOR OUTSIDE EMPLOYMENT

1. Outside Employment Statement

An EMPLOYEE who wishes to engage in outside employment must file an Outside Employment Statement with the Director of Human Resources. All Outside Employment Statements on file in the Human Resources Department will be reviewed annually.

2. Acceptable Statements

The Outside Employment Statement will be submitted to the Human Resources Department and given to the City Manager if a determination concerning the acceptability of the request is needed. The EMPLOYEE will receive a copy of the completed Outside Employment Statement.

3. Failure to Submit Statement

If the CITY discovers that an EMPLOYEE is engaged in outside employment and has not submitted an Outside Employment Statement, the EMPLOYEE may be subject to disciplinary action, up to and including termination as determined by the City Manager.

SECTION C. GUIDELINES FOR APPROVING OUTSIDE EMPLOYMENT

Outside employment will be reviewed on the basis of its compatibility with the continued satisfactory performance of an EMPLOYEE'S official CITY duties. Review of Outside Employment Statements will be based on the following criteria:

1. Does the Outside Employment involve the use of CITY time, facilities, equipment and supplies, or the prestige or influence of one's CITY office or employment?
2. Does the EMPLOYEE'S department control, inspect, review, audit or enforce the Outside Employment?
3. Does the Outside Employment involve the acceptance of money or other consideration from an agency or individual(s) other than the CITY for the performance of an act which the EMPLOYEE would be required to render while acting in an official capacity as a City Employee?
4. Is the EMPLOYEE utilizing CITY information not normally available to the public in the performance of Outside Employment?
5. Is the position in any way inconsistent, incompatible or in conflict with assigned duties?
6. Does the Outside Employment interfere with the scheduling of work hours and/or emergency call-out?
7. Would the Outside Employment aggravate any physical disability or infirmity of the EMPLOYEE (as indicated by sick leave record and/or physical or mental stress of the outside work)?

The EMPLOYEE will not be allowed, under any circumstance, to use his/her CITY title when engaged in Outside Employment.

SECTION D. REVOCAION

The CITY may revoke any prior approval of Outside Employment for any reason where any act or behavior of the EMPLOYEE during his/ her performance of outside work detrimentally reflects upon a department or the CITY in general. Written notice stating the reason for revocation and the effective date shall be given to the EMPLOYEE. A copy of this notice will be placed in the EMPLOYEE'S personnel jacket.

SECTION E. WORKERS' COMPENSATION

Workers' Compensation claims resulting from injuries or illnesses sustained during the course of Outside Employment shall be determined by State Law.

SECTION F. UNAUTHORIZED OUTSIDE EMPLOYMENT

Unauthorized Outside Employment may result in disciplinary action, up to and including termination.

ARTICLE 9 — NON-DISCRIMINATION

Mid-management and professional employees are subject to the official CITY policy of Affirmative Action as outlined in CITY Council Policy A-17 or successor resolutions providing equal opportunities on the basis of merit and avoiding discriminating 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 AIDS and HIV), medical condition (including cancer), age (over 40), marital status, or status as a member of the military or a veteran.

ARTICLE 10 — INDIVIDUAL PERSONNEL FILES

SECTION A. TRAFFIC ACCIDENTS

If an EMPLOYEE addresses a request to the City Manager after a full two years of accident-free driving, letters of reprimand relating to the EMPLOYEE'S traffic accidents each year will be purged.

SECTION B. DISCIPLINARY ACTION

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 three (3) years old, provided that no similar disciplinary actions have been imposed on said EMPLOYEE.

ARTICLE 11 — 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 Head or designee

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. A supervisor may be asked to provide relevant supplemental information and possible alternative assignments.

SECTION D.

An EMPLOYEE on modified duty shall notify the Department Director or designee 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 shall 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 12 — EMPLOYEE ASSISTANCE PROGRAM

The CITY will fund an Employee Assistance Program to include mid-management and professional EMPLOYEES. Details are outlined in the Employee Assistance Program "Management Guidebook."

ARTICLE 13— 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 14 — 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 government 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.

ARTICLE 15 — LIMITED-TERM EMPLOYEES / CONTRACTING OUT

The City and MMPEG 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. MMPEG 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, MMPEG 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.

ARTICLE 16 — FEDERAL / STATE LAWS

It is understood and agreed that this MOU is subject to all present and applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented not to conflict with such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

Drug-free Workplace Act of 1988

The MMPEG 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 right for EMPLOYEES.

This MOU is entered into by the following representatives of the CITY and the MID MANAGEMENT AND PROFESSIONAL EMPLOYEES' GROUP to become effective upon approval by the City Council and execution of the respective parties.

City Negotiating Committee

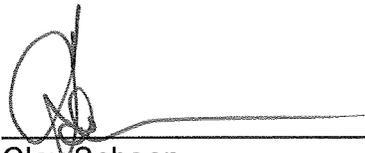
MMPEG Negotiating Committee



Doug Williford
City Manager



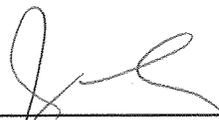
Mike Cardoza
President



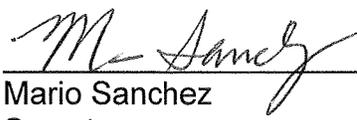
Clay Schoen
Director of Finance



Adrian Van Ravesteyn
Vice President



Jim Lynch
Director of Human Resources/Risk Manager



Mario Sanchez
Secretary

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 5.0% salary adjustment for Information Technologies Manager and an additional 2.5% salary adjustment for Network Administrator and Recreation Services Manager.

REPRESENTED CLASSIFICATIONS ALPHA LIST

CLASSIFICATIONS	Salary Range Effective thru June 30, 2016	Step A (Hourly)	Step E (Hourly)
Accountant	92.5	28.02	34.14
Animal Control Manager	100.0	33.72	41.08
Assistant Engineer/Licensed Land Surveyor	99.2	33.06	40.28
Associate Engineer	105.2	38.34	46.71
Building Official/Fire Marshal	113.9	47.54	57.92
City Engineer/Deputy Director of Public Works	118.9	53.79	65.53
City Traffic Engineer	112.1	45.46	55.39
Communications Center Manager	100.0	33.72	41.08
Construction Projects Manager	N/A		
Crime Lab Manager	100.0	33.72	41.08
Deputy City Clerk	88.9	25.64	31.23
Deputy Director of Community Development	114.1	47.76	58.19
Deputy Director of Public Works	115.0	48.83	59.50
Facilities Manager	110.2	43.38	52.85
Fleet Manager	101.4	34.91	42.53
Geographic Information Systems Analyst	91.5	27.34	33.31
Housing Manager	108.2	41.29	50.31
Information Technologies Manager	118.0	52.59	64.07
Junior Engineer	94.7	29.58	36.05
Junior Management Analyst	81.8	21.51	26.21
Maintenance Supervisor	90.8	26.87	32.74
Management Analyst	91.7	27.47	33.47
Network Administrator	101.0	34.56	42.11
Operations Manager	106.2	39.30	47.88
Planning Manager	110.2	43.38	52.85
Police Records Manager	91.8	27.54	33.55
Principal Civil Engineer	110.9	44.13	53.77
Public Information Officer	91.5	27.34	33.31
Public Works Superintendent	N/A		
Public Works Supervisor	90.8	26.87	32.74
Purchasing Agent	101.6	35.08	42.74
Recreation Services Manager	101.7	35.17	42.85
Senior Accountant	101.6	35.08	42.74

CLASSIFICATIONS	Salary Range Effective thru June 30, 2016	Step A (Hourly)	Step E (Hourly)
Senior Management Analyst	101.6	35.08	42.74
Senior Planner	99.1	32.98	40.18

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)
Accountant	93.1	28.44	34.65
Animal Control Manager	100.6	34.22	41.70
Assistant Engineer/Licensed Land Surveyor	99.8	33.55	40.88
Associate Engineer	105.8	38.91	47.41
Building Official/Fire Marshal	114.5	48.24	58.77
City Engineer/Deputy Director of Public Works	119.5	54.58	66.50
City Traffic Engineer	112.7	46.15	56.22
Communications Center Manager	100.6	34.22	41.70
Construction Projects Manager	N/A		
Crime Lab Manager	100.6	34.22	41.70
Deputy City Clerk	89.5	26.02	31.70
Deputy Director of Community Development	114.7	48.48	59.07
Deputy Director of Public Works	115.6	49.57	60.39
Facilities Manager	110.8	44.03	53.64
Fleet Manager	102.0	35.43	43.16
Geographic Information Systems Analyst	92.1	27.74	33.80
Housing Manager	108.8	41.90	51.06
Information Technologies Manager	118.6	53.38	65.04
Junior Engineer	95.3	30.03	36.58
Junior Management Analyst	82.4	21.84	26.60
Maintenance Supervisor	91.4	27.27	33.23
Management Analyst	92.3	27.88	33.97
Network Administrator	101.6	35.08	42.74
Operations Manager	106.8	39.89	48.60
Planning Manager	110.8	44.03	53.64
Police Records Manager	92.4	27.95	34.06
Principal Civil Engineer	111.5	44.80	54.58
Public Information Officer	92.1	27.74	33.80

CLASSIFICATIONS	Salary Range Effective Pay Period Ending July 15, 2016	Step A (Hourly)	Step E (Hourly)
Public Works Superintendent	N/A		
Public Works Supervisor	91.4	27.27	33.23
Purchasing Agent	102.2	35.60	43.38
Recreation Services Manager	102.3	35.69	43.49
Senior Accountant	102.2	35.60	43.38
Senior Management Analyst	102.2	35.60	43.38
Senior Planner	99.7	33.47	40.78

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)
Accountant	94.1	29.15	35.51
Animal Control Manager	101.6	35.08	42.74
Assistant Engineer/Licensed Land Surveyor	100.8	34.39	41.90
Associate Engineer	106.8	39.89	48.60
Building Official/Fire Marshal	115.5	49.44	60.24
City Engineer/Deputy Director of Public Works	120.5	55.94	68.16
City Traffic Engineer	113.7	47.30	57.63
Communications Center Manager	101.6	35.08	42.74
Construction Projects Manager	N/A		
Crime Lab Manager	101.6	35.08	42.74
Deputy City Clerk	90.5	26.67	32.50
Deputy Director of Community Development	115.7	49.69	60.54
Deputy Director of Public Works	116.6	50.82	61.90
Facilities Manager	111.8	45.13	54.99
Fleet Manager	103.0	36.31	44.24
Geographic Information Systems Analyst	93.1	28.44	34.65
Housing Manager	109.8	42.95	52.33
Information Technologies Manager	119.6	54.71	66.66
Junior Engineer	96.3	30.78	37.50
Junior Management Analyst	83.4	22.38	27.27
Maintenance Supervisor	92.4	27.95	34.06
Management Analyst	93.3	28.58	34.82
Network Administrator	102.6	35.96	43.81
Operations Manager	107.8	40.88	49.81
Planning Manager	111.8	45.13	54.99

CLASSIFICATIONS	Salary Range Effective Pay Period Ending July 14, 2017	Step A (Hourly)	Step E (Hourly)
Police Records Manager	93.4	28.65	34.91
Principal Civil Engineer	112.5	45.92	55.94
Public Information Officer	93.1	28.44	34.65
Public Works Superintendent	N/A		
Public Works Supervisor	92.4	27.95	34.06
Purchasing Agent	103.2	36.49	44.46
Recreation Services Manager	103.3	36.58	44.57
Senior Accountant	103.2	36.49	44.46
Senior Management Analyst	103.2	36.49	44.46
Senior Planner	100.7	34.31	41.80

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)
Accountant	95.1	29.88	36.40
Animal Control Manager	102.6	35.96	43.81
Assistant Engineer/Licensed Land Surveyor	101.8	35.25	42.95
Associate Engineer	107.8	40.88	49.81
Building Official/Fire Marshal	116.5	50.69	61.75
City Engineer/Deputy Director of Public Works	121.5	57.34	69.86
City Traffic Engineer	114.7	48.48	59.07
Communications Center Manager	102.6	35.96	43.81
Construction Projects Manager	N/A		
Crime Lab Manager	102.6	35.96	43.81
Deputy City Clerk	91.5	27.34	33.31
Deputy Director of Community Development	116.7	50.94	62.06
Deputy Director of Public Works	117.6	52.08	63.45
Facilities Manager	112.8	46.26	56.36
Fleet Manager	104.0	37.22	45.35
Geographic Information Systems Analyst	94.1	29.15	35.51
Housing Manager	110.8	44.03	53.64
Information Technologies Manager	120.6	56.08	68.33
Junior Engineer	97.3	31.55	38.44
Junior Management Analyst	84.4	22.94	27.95
Maintenance Supervisor	93.4	28.65	34.91
Management Analyst	94.3	29.29	35.69

CLASSIFICATIONS	Salary Range Effective Pay Period Ending July 13, 2018	Step A (Hourly)	Step E (Hourly)
Network Administrator	103.6	36.86	44.91
Operations Manager	108.8	41.90	51.06
Planning Manager	112.8	46.26	56.36
Police Records Manager	94.4	29.37	35.78
Principal Civil Engineer	113.5	47.06	57.34
Public Information Officer	94.1	29.15	35.51
Public Works Superintendent	N/A		
Public Works Supervisor	93.4	28.65	34.91
Purchasing Agent	104.2	37.41	45.57
Recreation Services Manager	104.3	37.50	45.69
Senior Accountant	104.2	37.41	45.57
Senior Management Analyst	104.2	37.41	45.57
Senior Planner	101.7	35.17	42.85