

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Deborah S. Traffenstedt, Administrative Services Director *DST*

DATE: July 1, 2010 (CC Regular Meeting of 7/7/10)

SUBJECT: Consider Two-Year Memorandum of Understanding (MOU) with Service Employees International Union (SEIU) CTW, CLC, Local 721

BACKGROUND AND DISCUSSION

The City's current Memorandum of Understanding (MOU) with Service Employees International Union, Local 721, expires on June 30, 2010. A new two-year MOU is proposed and a draft is attached to this report. Staff has been informed that a Union meeting was held on June 22, 2010. The Union's acceptance letter will be provided under separate cover upon receipt.

The revisions to the MOU that vary from the prior year agreement are shown through the use of legislative format. The revisions are summarized below:

Article 1, Sections 101 and 102 – The term for the MOU was revised to July 1, 2010 through June 30, 2012, and the due date for a successor MOU was updated. Language was added to Section 102 and Section 601 to acknowledge that SEIU may request an amendment to the MOU for a salary plan adjustment in year two (fiscal year 2011-2012).

Article 3 – The Maintenance Supervisor and Senior Planner position titles were deleted from the Supervisory/Confidential Unit. These classifications are not currently used.

Article 6 – Section 601 was revised to incorporate a cost-of-living adjustment of 1.0 percent effective with the first full payroll period beginning after July 1, 2010. Language was added that the pay range for the Associate Planner position will be revised from 60 to 59, and that the Senior Planner and Maintenance Supervisor position titles and salary ranges will be deleted from the Salary Plan. Acknowledgment of the MOU amendment language in Section 102 was also included in Section 601, with clarification that the City does not guarantee any cost-of-living increase for fiscal year 2011-2012. Section 602 was revised to reflect that there are no positions represented by Local 721 that are overtime exempt. The Senior Planner position has been deleted, which was the only remaining overtime exempt position.

Article 7 – Medical insurance language in Section 701.B was revised. The City's current medical insurance payment will remain the same through the end of calendar year 2010. Beginning January 1, 2011, the payment language has been revised. Employees who select the full family coverage for the CalPERS PERS Choice and PERS Care PPO (Preferred Provider Organization) plans and the Blue Shield Access+ HMO (Health Maintenance Organization) plan will begin paying a portion of the medical insurance cost. The intent is to transition to the City paying a maximum of 90 percent of the PERS Choice PPO family plan rate. Since the City is currently paying no less than \$1,176.27 for the PERS Choice PPO family plan, language has been included that the City will pay the higher amount of \$1,177 or 90 percent of the PERS Choice PPO family rate. Two examples of the additional cost for employees who select the PERS Choice PPO and Blue Shield Access+ HMO family plans for calendar year 2011 are given below.

Calendar Year 2011 PERS Choice Example

Family (3 or more) Enrolled in PERS Choice

Rate is \$1,289.99/mo.

.90 (90%) x \$1,289.99 = \$1,160.99

City has agreed to pay no less than \$1,177

\$1,289.99 - \$1,177 = \$112.99

Employee pays \$112.99/mo. (which will be prorated per pay period)

Calendar Year 2011 Blue Shield Access+ HMO Example

Family (3 or more) Enrolled in Blue Shield Access+ HMO

Rate is \$1,292.02/mo.

.90 (90%) x \$1,292.02 = \$1,162.82

City has agreed to pay no less than \$1,177

\$1,292.02 - \$1,177 = \$115.02

Employee pays \$115.02/mo. (which will be prorated per pay period)

Article 8 – Multiple changes were made to this Article as follows:

- Section 802.A – Maintenance Supervisor title was deleted.
- Section 803.B - the Maintenance Supervisor and Senior Planner titles were deleted.
- Section 803.E – Edits reflect how the Personnel Rules will be revised pertaining to the annual leave accrual to add 16 additional annual leave accrual hours to the leave accrual rate table. What was a temporary accrual for the last MOU is now proposed to be added to the regular accrual rate table.
- Section 803.F – Edits reflect the same increase of 16 hours of leave accrual for the one competitive service employee with a grandfathered vacation leave benefit.
- Prior Sections 803.G and 803.H were deleted because these changes were already incorporated into the Personnel Rules.

Article 9 – Section 902 was revised to delete the reference to the Senior Planner position.

Article 14 – Section 1402 was amended to delete reference to the Maintenance Supervisor position. Section 1406 was revised to identify proposed revisions to Sections 12.7, 12.8.1, 12.8.3, 12.8.6, 12.8.8, and 16.5 of the Personnel Rules. Primarily the proposed edits are to incorporate language that written notice to employee may be mailed if the employee is on paid or unpaid leave. A new Section 1407 is proposed to be added to permit the City to pay annual compensation of \$600.00 to a Maintenance Worker III or Senior Maintenance Worker who performs backflow prevention device testing and maintains the required certification.

As a follow-up item pertaining to adoption of the new MOU, staff will bring back an amendment of the Personnel Rules on a subsequent agenda, and the proposed revisions will be addressed in that agenda report.

Staff is requesting that the City Council approve the new MOU for the time period from July 1, 2010, through June 30, 2012, and authorize the City Manager to sign the MOU with the final language to be approved by the City Manager and City Attorney.

FISCAL IMPACT

The additional costs to the City are a 1.0 percent cost-of-living salary rate increase beginning with the first full pay period in July 2010; the cost to continue the additional 16 hours per year of annual leave or vacation leave accrual; and a \$600.00 annual payment to one employee for backflow prevention device testing. The City's ongoing medical insurance payments for employees will be reduced beginning in calendar year 2011 by transitioning from payment of 100 percent of the employee plus family medical insurance cost for the PERS Choice PPO family plan rate to the higher amount of either \$1,177 or 90 percent of the PERS Choice PPO family plan rate.

STAFF RECOMMENDATION

1. Authorize approval of a new two-year MOU for the time period from July 1, 2010, through June 30, 2012, and authorize the City Manager to sign the new MOU following final language approval by the City Manager and City Attorney; and
2. Direct staff to schedule an amendment of the Personnel Rules to incorporate the amendments agreed to in the MOU and any other recommended revisions.

Attachment: Draft MOU for July 1, 2010, through June 30, 2012

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MOORPARK AND
SERVICE EMPLOYEES INTERNATIONAL UNION
CTW, CLC, LOCAL 721**

ARTICLE 1

TERM

Sec. 101 **TERM:** This Memorandum of Understanding (hereinafter referred to as "MOU") by and between the City of Moorpark and Service Employees International Union CTW, CLC, Local 721 (hereinafter referred to as Local 721) shall be effective from July 1, 2009~~10~~, up to and including Midnight, June 30, 2010~~12~~.

Sec. 102 **SUCCESSOR MOU:** In the event Local 721 desires to negotiate an successor amendment to the 2010-2012 MOU for salary, only, it shall provide to the City Manager, during the period of March 1, 2010~~1~~, through June 1, 2010~~1~~, or March 1 through June 1 of any year after 2010, its written request to modify, or amend Section 601, Salary Plan Adjustment. For negotiation of a successor to the 2010-2012 MOU, Local 721 shall provide to the City Manager during the period of March 1, 2012, through June 1, 2012, or March 1 through June 1 of any year after 2012, its written request to modify, amend, or terminate the MOU and written proposals for such successor MOU.

ARTICLE 2

IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the Moorpark City Council (hereinafter referred to as "City") and the Local 721. It is agreed that this MOU shall not be binding upon the parties, either in whole or in part, unless and until approved by Local 721 and by majority vote by the City. It is understood that the City will not formally amend any affected City Resolution and/or Ordinance until after this MOU is approved by both parties. This MOU supersedes any and all prior Memorandums of Agreement with Local 721, including addendums.

Local 721 shall notify the City in writing of the names of its officers, bargaining unit representatives, and any elected negotiator each time an election is held or new appointments are made.

ARTICLE 3

RECOGNITION

This MOU shall apply only to persons employed in regular full or part-time positions in the following job classifications and bargaining units:

GENERAL UNIT:

Account Clerk I and II
Account Technician I and II
Administrative Assistant
Administrative Secretary
Associate Planner
Assistant Planner I and II
Code Compliance Technician I and II
Community Development Technician
Community Services Technician
Deputy City Clerk I
Facilities Technician
Information Systems Technician
Maintenance Worker I, II, and III
Office Assistant II and III
Receptionist
Records Clerk
Recreation Assistant
Recreation Coordinator I
Recreation Leader IV
Secretary I and II
Senior Maintenance Worker
Teen Coordinator
Vector/Animal Control Technician

SUPERVISORY/CONFIDENTIAL UNIT:

Active Adult Center Coordinator
Administrative Specialist
Crossing Guard Supervisor
Deputy City Clerk II
Executive Secretary
Human Resources Assistant
Human Resources Specialist
~~Maintenance Supervisor~~
Recreation Coordinator II and III
Recreation Specialist
Senior Account Technician
~~Senior Planner~~
Vector/Animal Control Specialist

ARTICLE 4

STAFFING AND CLASSIFICATIONS

CLASSIFICATIONS AND DUTIES: The City shall employ workers within the specific duties of their job descriptions and assign employees to "related duties" only in the absence of employees in full-time or part-time regular budgeted positions or in peak workload or emergency situations.

ARTICLE 5

RETIREMENT

Sec. 501 **PAYMENT OF EMPLOYEE RETIREMENT CONTRIBUTION AND LEVEL OF BENEFITS:** The City shall pay the employee contribution, not to exceed seven percent (7%) of base salary, to the California Public Employees Retirement System (CalPERS) and maintain the current level of benefits during the term of this MOU:

Section 20938 – Limit prior service to members employed on CalPERS contract date;

Section 21354 - Local Miscellaneous Member 2 percent (2%) at age 55 CalPERS retirement benefit;

Section 21548 - Optional Pre-Retirement Settlement 2 death benefit;

Section 21574 - Fourth Level of 1959 Survivor Benefits; and

Section 21623.5 - \$5,000 Retired Death Benefit.

The City will continue to report the value of Employer Paid Member Contributions (EPMC) to CalPERS as additional compensation for all City employees that receive PERS retirement, pursuant to Government Code Section 20636(c) and California Code of Regulations Section 571(a)(1).

Sec. 502 **TWO-TIER RETIREMENT SYSTEM:** The City may implement a two-tier retirement system if provided for by CalPERS. Prior to implementation of the two-tier system, City shall discuss the matter with Local 721 but is not required to meet and confer on said implementation.

Sec. 503 **RETIREMENT HEALTH SAVINGS BENEFIT:** This retirement benefit applies to regular full-time employees and any regular part-time employee provided the same medical insurance benefit as a full-time employee for the employee portion of the City's contribution. At the time of voluntary separation for retirement from the City's retirement system (CalPERS), and after no less than 15 years (180 months) of cumulative service with the City of Moorpark, the City shall pay \$75.00 for each full month of service into the employee's 457 deferred compensation account, and after no less than 20 years (240 months) of cumulative service with the City of Moorpark, the City shall pay \$100.00 for each full month of service into the employee's 457 deferred compensation account. Regular part-time

employees must complete the same number of hours required for a full-time employee to be eligible for the retirement health savings benefit, at a ratio determined by the actual number of hours worked, including paid leave, with two thousand eighty (2,080) hours equivalent to one (1) year of service.

If the retiring employee has already reached the maximum contribution limit for the year in their deferred compensation plan account, including catch-up provision, he/she may elect to receive the retirement health savings benefit payment in cash upon approval of the City Manager.

ARTICLE 6

SALARY PLAN AND COMPENSATION

Sec. 601 **SALARY PLAN ADJUSTMENT:** During the term of the MOU beginning July 1, 2009, and ending June 30, 2010, a cost-of-living salary increase will not be provided. Effective with the first full payroll period beginning after July 1, 2010, the City agrees to adjust wages of classes in the bargaining units covered by this MOU by a one percent (1.0%) cost-of-living adjustment. The Salary Plan will also be revised to change the pay range for the Associate Planner position from Range 60 to Range 59 and to delete the Senior Planner and Maintenance Supervisor position titles and salary ranges.

The City and Local 721 further agree that Local 721 may present a request for an amendment to the MOU for salary plan adjustment, applicable for the second year of the MOU beginning July 1, 2011 to June 30, 2012, consistent with the provisions in Section 201, Successor MOU. The City does not guarantee any salary plan adjustment for fiscal year 2011-2012.

Sec. 602 **OVERTIME EXEMPT:** The Senior Planner Competitive Service classification is exempt from the payment of overtime, except as provided for in Section 902.B and 902.C. There are no Local 721 represented positions that are exempt from the payment of overtime.

Sec. 603 **OFF-DUTY PHONE/PAGER CALLS:** Employees who receive work related telephone calls, including the time to make related return telephone calls, before normal scheduled work hours, after having left work at the end of their normal scheduled work hours, and/or on weekends or holidays, are entitled to pay for the time spent providing service on behalf of the City. Such work for the City shall be compensated at the applicable rate for all time actually worked in increments of one-quarter (1/4) hour each time called or paged and including time worked making related return calls, with the exception that two or more calls placed within the same 15-minute time period would be compensated at the applicable rate for all time actually worked in increments of one-quarter (1/4) hour. After pre-approval of their supervisor, only employees who are required by the nature of the call to return to work shall be entitled to receive pay for callback, and as described

in Section 4.12.1 of the City's Personnel Rules. If required to return to work, the time spent receiving and returning telephone calls pursuant to this paragraph shall count as part of the callback time.

Sec. 604 **DEFERRED COMPENSATION CONTRIBUTION:** City shall pay two percent (2.0%) of a regular employee's base salary, including longevity pay (and excluding bilingual pay, in-lieu insurance payments, uniform cleaning allowance, overtime pay, and deferred compensation payment), into a City approved deferred compensation program, if and when the employee is enrolled in one of the City's participating deferred compensation programs. A regular, competitive service employee on an unpaid leave of absence will not receive a deferred compensation payment.

Sec. 605 **BILINGUAL PAY:** The City shall continue the payment for verbal bilingual compensation for translation skills for regular full-time and part-time employees at the rate of forty cents (\$.40) per hour for all hours actually worked, including vacation leave, annual leave, City holidays, and sick leave, but not for disability leave or other unpaid leave, for up to forty (40) hours per week for those regular employees with the demonstrated ability to effectively speak and understand Spanish without any need to call upon another Spanish-speaking employee to assist with translation.

The City shall pay bilingual compensation for combined verbal/written translation skills for those regular employees in City Manager designated positions with the demonstrated ability to effectively speak, read, write, and understand Spanish without any need to call upon another Spanish-speaking employee or the use of a bilingual translation software program to assist with the translation. The rate for combined verbal/written translation skills for regular full-time employees in designated positions will continue to be fifty cents (\$.50) per hour for all hours actually worked, including vacation leave, annual leave, City holidays, and sick leave, but not for disability leave or other unpaid leave, for up to forty (40) hours per week. The City Manager shall designate positions eligible for combined verbal/written translation skills without any requirement to meet and confer.

Qualification for bilingual pay shall be determined by the City at its sole discretion and may include both verbal and written tests. All employees receiving bilingual pay may be tested annually by City. An employee hired prior to July 1, 2001, may decline to take the verbal/written or verbal-only bilingual tests; however, bilingual pay for that employee would cease beginning with the pay period following the annual test date. An employee who declines to take the combined verbal/written bilingual test may still qualify for the verbal-only bilingual pay upon successful completion of the verbal bilingual test.

The City is not required to meet and confer on requiring completion of verbal or combined verbal/written bilingual testing for designated positions as a

component of an open-competitive examination process, consistent with Section 6.1 of the Personnel Rules.

Sec. 606

LONGEVITY PAY: Regular full-time and part-time employees that have completed ten (10) full years of service with the City shall be entitled to longevity pay benefits to be paid each pay period based on the gross base salary for that pay period, so long as the employee's performance evaluation for the current evaluation year is at least at a commendable (one level above satisfactory, 7.0 or higher score) level and the employee is not on unpaid leave.

Eligibility for longevity pay shall be considered annually, in conjunction with an annual performance evaluation. Any longevity pay granted pursuant to this Section, and based upon a completed performance evaluation, shall be effective as of the first day of the pay period in which the anniversary date occurs. Longevity pay shall be discontinued when an employee's overall average rating in an annual performance evaluation is less than a 6.0 score, or if more than 6.0 but less than a 7.0 score for two consecutive annual performance evaluations. The date the discontinuance of longevity pay shall be effective is the first day of the pay period in which the performance evaluation anniversary falls. Following discontinuance, eligibility for longevity pay may be re-established upon achievement of at least a 7.0 or higher score on an annual performance evaluation. After the first discontinuance of longevity pay (whether it's a result of an overall rating of less than a 6.0 score or a 7.0 score), subsequent discontinuance shall occur at any time when an employee's overall average rating in annual performance evaluation is less than an overall average rating of 7.0.

Longevity pay shall be calculated as follows:

- 121 to 180 Months of service – one-percent (1%)
- 181 to 240 Months of service – one and one-half percent (1.5%)
- 241 to 300 Months of service – two percent (2.0%)
- 301 or more Months of service – two and one-half percent (2.5%)

An unpaid leave of absence, which changes an anniversary date, shall not be counted towards eligibility for longevity pay. Regular part-time employees must complete the same number of hours required for a full-time employee to be eligible for longevity pay, at a ratio determined by the actual number of hours worked, including paid leave, with two thousand eighty (2,080) hours equivalent to one (1) year of service.

ARTICLE 7

INSURANCE AND EMPLOYEE ASSISTANCE PROGRAMS

Sec. 701

PREMIUM PAYMENT:

A. Dental, Life, and Vision Insurance:

City shall continue to pay one hundred percent (100%) of premiums for full-time employee and eligible dependents' coverage for the dental, life, and vision insurance programs. City agrees to maintain generally the same level of dental, life and vision insurance coverage, although the provider and specific benefits may vary to some extent based on the package of benefits offered and approved provider network for dental and vision insurance. City is not required to meet and confer on its decision to change providers for dental, life, and/or vision insurance (including a change in the provider network) during the term of this MOU, so long as the insurance coverage provided has generally the same level of benefits.

B. Medical Insurance:

July 1, 2009~~10~~, through June~~December~~ 30~~1~~, 2010, Medical Insurance Cafeteria Plan: The City shall continue a cafeteria plan (Section 125 Premium-Only Plan) for medical insurance. Beginning with the first full pay period of July 2009~~10~~, through June~~December~~ 30~~1~~, 2010, the City's contribution for each employee shall consist of a medical insurance allowance of up to a maximum of an amount equivalent to the monthly family rate for the CalPERS PERS Choice medical insurance Preferred Provider Organization (PPO) plan, and such contribution shall be inclusive of the minimum CalPERS medical insurance payment amount as specified in Section 22892 et seq. of the Government Code. The medical insurance cafeteria plan contribution, as specified above, is intended to pay for medical insurance for the employee and eligible dependents. An employee may convert up to a maximum of \$300.00 for the time period of July 1, 2009~~10~~, through June~~December~~ 30~~1~~, 2010, of the medical insurance cafeteria plan allowance to cash or a deferred compensation payment each month, if not used for payment of CalPERS medical insurance costs for employee and/or eligible dependents (hereinafter referred to as in-lieu payment), with the exception that an employee who receives payment by the City for the equivalent of the full family rate for the CalPERS PERS Choice medical insurance PPO plan shall not receive any cash-back payment. The medical insurance allowance and the in-lieu payment shall be prorated over the twenty-six (26) pay periods in a calendar year; and upon termination of employment, the in-lieu payment shall be prorated for the final paycheck, based on actual days worked, including any use of paid leave or holiday pay in that final pay period.

For employees electing to waive medical insurance coverage for themselves, proof of alternative medical insurance coverage shall be provided at the time of open enrollment each year, and the employee shall certify he/she will continue such alternative coverage so long as he/she receives an in-lieu payment. City agrees to provide this in-lieu payment option only so long as

provider does not object and this action is consistent with applicable federal and state laws. Once the employee has selected an option for insurance coverage and/or in-lieu payment that would begin January 1 of the calendar year, he/she may not change their selected option until the next open enrollment date of the medical insurance plan, except as is permitted by law. All medical insurance costs that exceed the City's maximum allowance for the calendar year shall be paid by the employee through payroll deduction.

January 1, 2011, through June 30, 2012, Medical Insurance Cafeteria

Plan: The City shall continue a cafeteria plan (Section 125 Premium-Only Plan) for medical insurance. Beginning January 1, 2011, through June 30, 2012, the City's contribution for each employee shall consist of a medical insurance allowance of the higher amount of either \$1,177 or ninety percent (90%) of the monthly family rate for the CalPERS PERS Choice medical insurance Preferred Provider Organization (PPO) plan, and such contribution shall be inclusive of the minimum CalPERS medical insurance payment amount as specified in Section 22892 et seq. of the Government Code. The medical insurance cafeteria plan contribution, as specified above, is intended to pay for medical insurance for the employee and eligible dependents. An employee may convert up to a maximum of \$300.00 of the medical insurance cafeteria plan allowance to cash or a deferred compensation payment each month, if not used for payment of CalPERS medical insurance costs for employee and/or eligible dependents (hereinafter referred to as in-lieu payment), with the exception that an employee who receives payment by the City for the equivalent of the full family rate for the CalPERS PERS Choice medical insurance PPO plan or the full family rate for the CalPERS Blue Shield Access+ HMO (health maintenance organization) plan shall not receive any cash-back payment. The medical insurance allowance and the in-lieu payment shall be prorated over the twenty-six (26) pay periods in a calendar year; and upon termination of employment, the in-lieu payment shall be prorated for the final paycheck, based on actual days worked, including any use of paid leave or holiday pay in that final pay period.

For employees electing to waive medical insurance coverage for themselves, proof of alternative medical insurance coverage shall be provided at the time of open enrollment each year, and the employee shall certify he/she will continue such alternative coverage so long as he/she receives an in-lieu payment. City agrees to provide this in-lieu payment option only so long as provider does not object and this action is consistent with applicable federal and state laws. Once the employee has selected an option for insurance coverage and/or in-lieu payment that would begin January 1 of the calendar year, he/she may not change their selected option until the next open enrollment date of the medical insurance plan, except as is permitted by law. All medical insurance costs that exceed the City's maximum insurance allowance for the calendar year shall be paid by the employee through payroll deduction.

- C. **Disability Insurance:** City will continue to pay one hundred percent (100%) of the cost for long-term disability insurance for employees. The City at its sole discretion may elect to provide short-term disability insurance that is supplemental to State short-term disability insurance for regular employees working a minimum of 1,300 hours annually. The City at its sole discretion may elect to cancel such supplemental short-term disability insurance at any time. City is not required to meet and confer on its decision to cancel supplemental short-term disability insurance.

- D. **Employee Assistance Program:** City shall continue to provide, at the City's cost, an Employee Assistance Program for regular full-time employees and eligible dependents. City agrees to maintain generally the same level of employee assistance program coverage, although the provider network and specific benefits may vary based on the package of benefits offered and the preferred provider network. City is not required to meet and confer on its decision to change providers for the employee assistance program, including any change in the provider network, during the term of this MOU, so long as the employee assistance program coverage provided has generally the same level of benefits.

ARTICLE 8

HOURS OF WORK

Sec. 801 **BREAK TIMES:** Employees in classifications covered by the MOU shall be entitled to one (1) fifteen-minute paid break during each four (4) hour period of work. Insofar as possible, said breaks shall fall approximately midway in the work period. Said breaks shall neither be cumulative nor added to the lunch break. Breaks may be delayed or denied for unusual circumstances or emergencies.

Sec. 802 **MODIFIED WORK SCHEDULE (9/80):** A 9/80 work schedule is defined as a modified work schedule plan, in which employees work eight 9-hour days and one 8-hour day in a pay period totaling 80 hours. The City is not required to meet and confer with Local 721 on any decision to continue or discontinue a 9/80 schedule. The City Manager at his/her sole discretion, may issue any additional rules for the 9/80 schedule. The City retains the ability to cancel the 9/80 schedule at any time at the City's sole discretion. City is not required to meet and confer on its decision to cancel the 9/80 schedule or modify any rules pertaining to the 9/80 schedule.

The City Manager at his/her sole discretion may exempt any position or group of positions from being placed on a 9/80 schedule in order to fulfill the mission of the City. For each pay period, the City shall determine at its sole discretion the schedule for each employee, including what day is the 8-hour day and which is the off day, to ensure maintenance of a 40-hour work week

in compliance with the Fair Labor Standards Act. Whenever practical, the off day shall be Monday or Friday.

Regular full-time employees will receive 8 hours of holiday leave pay for a full holiday and 4 hours for a half-day holiday. Any employee scheduled to work other than an 8-hour day on a designated City holiday must use vacation leave, annual leave, administrative leave, or compensatory time to make up the difference. If a holiday falls on a day that is scheduled as an off day for a regular full-time employee on a 9/80 schedule, the City will credit 8 hours of vacation leave or annual leave for each holiday which occurs on an employee's off day.

Employees will be required to charge the amount of paid time off necessary to account for the number of hours in the regular daily work schedule when utilizing vacation leave, annual leave, sick leave, administrative leave, or compensatory time. For example, an employee shall charge 9 hours of leave for a regularly scheduled 9-hour day.

Employees serving jury duty on their off days shall not be compensated by the City.

At any time, the City Manager with no less than one-week notice may determine at his/her sole discretion that any position or group of positions shall be returned to the standard 8-hour day, 40-hour week schedule. Employees will not be allowed to change from one schedule to another, unless approved by the City Manager. At the time a regular, full-time position is filled, a decision about the work schedule shall be made by the City.

Those positions not allowed a 9/80 schedule, as a result of fulfilling the City's mission, may be periodically adjusted to a 9/80 schedule if authorized by the City Manager.

The City Manager may, without advance notice, temporarily return an employee to a standard 8-hour day, 40-hour week schedule, to ensure adequate staffing exists to accomplish the City's mission. The need for this temporary schedule change and the duration will be determined by the City Manager at his/her sole discretion. The reasons for the temporary schedule change may include but are not limited to a position vacancy, employee leave of absence, or change in workload.

Employees on the 9/80 schedule assigned to City Hall shall work 7:45 a.m. to 5:45 p.m. on their 9-hour days and the hours for their 8-hour day shall be as approved by their Department Head (not to begin earlier than 7:45 a.m. or end earlier than 4:45 p.m.). Employees assigned to the Public Works/Community Services yard facilities shall work 6:45 a.m. to 4:15 p.m. on their 9-hour days and the hours for their 8-hour day shall be as approved by their Department Head (not to begin earlier than 6:45 a.m. or end earlier than 3:15 p.m.). Employees assigned to the Arroyo Vista Recreation Center

and Active Adult Center and Vector Control/Animal Regulation employees shall work a schedule as determined by the City Manager or his/her designee. Those employees assigned a shift that includes Saturday and/or Sunday may have a shift of up to 10 hours on those days, so long as no other workday is less than 8 hours.

An unscheduled absence on a work day preceding or following a scheduled 9/80 day off more than once in a 12-month period is considered excessive and shall be considered to have an impact on the City's ability to fulfill the mission of the City. An employee who is absent from work the regular work day preceding or following a 9/80 scheduled day off, without prior written authorization from the supervisor or department head, shall not be allowed the use of accumulated leave for such absence. The City Manager may waive this provision if written documentation, such as but not limited to a physician's certificate, is provided to justify the unscheduled absence. The intent of this Rule is that it is the responsibility of the employee to seek the waiver.

Sec. 803 MISCELLANEOUS:

- A. The City shall maintain a one-half hour lunch and its ability to have the work day start as late as 8:00 a.m. for employees in the Maintenance Worker I, II, and III; and Senior Maintenance Worker; ~~and Maintenance Supervisor~~ classifications, except for the Maintenance Worker I, II, or III assigned to the Community Center and/or similar facilities.

- B. The City has discretion to make occasional adjustments of the work week, day or hours for the following list of employees: Active Adult Center Coordinator; Administrative Specialist; Assistant Planner I and II; Associate Planner; Code Compliance Technician I and II; Community Development Technician; Community Services Technician; Crossing Guard Supervisor; Deputy City Clerk I and II; Facilities Technician; Human Resources Assistant; Human Resources Specialist; Information Systems Technician; Maintenance Worker I, II, and III; ~~Maintenance Supervisor;~~ Recreation Assistant; Recreation Coordinator I, II, and III; Recreation Leader IV; Recreation Specialist; Senior Maintenance Worker; ~~Senior Planner;~~ Teen Coordinator; Vector/Animal Control Specialist; and Vector/Animal Control Technician. When informed that an occasional adjustment will be scheduled and said adjustment involves two or less shifts within a work week, the employee may request in writing and the Department Head may approve in writing that one or both of the shift adjustments not occur. If as requested, the shift adjustment is not made, and the employee works in excess of forty (40) hours in a work week, then any time worked in excess of forty (40) hours shall be compensated in accordance with Section 4.12 of the Personnel Rules. The City will include a reference in the specified job classifications relating to the occasional need to adjust the work week, work day or hours to serve the interest of the City's operation and mission.

The City has discretion to make occasional adjustments of the work week, day or hours for all Competitive Service employees for the purpose of attending work-related training.

- C. The City is not precluded from: 1) Assigning a work week and hours with a schedule that is different from Monday to Friday, 8:00 a.m. to 5:00 p.m., 8:30 a.m. to 5:30 p.m., or as described in Section 802 of this MOU; or 2) implementing an occasional adjustment that involves more than one day per week. The City shall provide no less than two (2) weeks advance notice to the affected employee before making a long-term (more than three months) alteration to his/her work schedule, and no less than a one-week advance notice when making a one-time or short-term (less than three months) alteration, unless as determined by the City Manager less notice is needed to fulfill the mission of the City.
- D. Sick Leave: The one Competitive Service employee that remains eligible to accrue sick leave, will be eligible to receive in cash payment fifty percent (50%) of his/her sick leave balance, accumulated as of the effective date of voluntary or involuntary separation from service with the City of Moorpark for any reason other than if separated from service due to conviction of any misdemeanor concerning an act related to his/her official duties or moral turpitude or convicted of any felony. The cash payment shall also be paid to any qualified beneficiaries, if the separation is due to the death of the employee.
- E. ~~Annual Leave Maximum Accumulated Balance~~Accrual: Section 13.5 of the Personnel Rules will be revised to incorporate the following changes to the ~~maximum accumulated annual leave balance~~:

~~For full-time employees the maximum accumulated annual leave balance will be three hundred and sixty (360) hours. When a full-time employee's accumulated annual leave balance reaches the maximum of 360 hours, accrual of annual leave shall cease. The employee shall not accrue further annual leave until such time as the employee's accumulated annual leave balance again falls below the maximum.~~

~~For regular part-time employees, the maximum accumulated annual leave balance will be two hundred and seventy (270) hours. When a regular part-time employee's accumulated annual leave balance reaches the maximum of 270 hours, accrual of annual leave shall cease. The employee shall not accrue further annual leave until such time as the employee's accumulated annual leave balance again falls below the maximum.~~

- ~~F. Accrual Rate for annual leave and vacation leave for Fiscal Year 2009-2010: Effective with the first, full payroll period beginning after July 1, 2009, and ending June 30, 2010, the annual leave accrual rates for Competitive Service employees will temporarily increase to incorporate an additional sixteen (16)~~

hours of accrued annual leave based on an employee's term of employment with the City as follows:

Annual Leave

0 to 60 Months – 6.7692 hours per pay period (equivalent to 22 eight-hour days per year);

61 to 72 Months – 7.0769 hours per pay period (equivalent to 23 eight-hour days per year);

73 to 84 Months – 7.3846 hours per pay period (equivalent to 24 eight-hour days per year);

85 to 96 Months – 7.6923 hours per pay period (equivalent to 25 eight-hour days per year);

97 to 108 Months – 8.0000 hours per pay period (equivalent to 26 eight-hour days per year);

109 to 120 Months – 8.3077 hours per pay period (equivalent to 27 eight-hour days per year);

121 to 132 Months – 8.6154 hours per pay period (equivalent to 28 eight-hour days per year);

133 to 144 Months – 8.9231 hours per pay period (equivalent to 29 eight-hour days per year); and

145 and above Months – 9.2308 hours per pay period (equivalent to 30 eight-hour days per year, the maximum accrual rate).

Vacation Leave

F. Vacation Leave Accrual: Section 13.6.1 of the Personnel Rules will be revised to incorporate an additional sixteen (16) hours of accrued vacation leave for the one eligible employee with a grandfathered vacation leave benefit as follows:

~~Only one competitive service employee with a grandfathered benefit currently accrues vacation leave and sick leave and does not accrue annual leave. For that one employee, effective with the first, full payroll period beginning after July 1, 2009, and ending June 30, 2010, the vacation leave accrual rate will temporarily increase to incorporate an additional sixteen (16) hours of accrued leave as follows:~~

145 and above Months - 7.3846 hours per pay period (equivalent to 24 eight-hour days per year, the maximum accrual rate).

~~G. Leave of Absence: The last paragraph of Section 13.3 of the Personnel Rules will be revised to incorporate the following changes:~~

~~Any employee on an approved, unpaid leave of absence shall receive no compensation, no annual leave, no vacation leave, no holiday pay, and no sick leave upon the effective date of the approval of the leave. Employer-paid insurance benefits will be continued through the balance of the premium period, not to exceed one (1) month. For an unpaid leave of absence, City contributions to retirement, health and medical plans shall be suspended until the employee returns to work (does not apply to an employee on approved Family Medical Leave, pursuant to Section 13.11, and/or California Family Rights Act Leave, pursuant to Section 13.12). An employee who is on unpaid leave of absence may choose to continue his/her insurance coverages during the leave of absence by paying the City the required premiums at the same time that the premiums would have been paid by the City and the employee, had the employee been in a paid status. The City shall not be required to make such payments on the employee's behalf if the employee fails to timely make the full amount of the payments to the City.~~

~~An employee returning to work after a leave of absence shall receive the same step in the salary range the employee received when the leave of absence began. Time spent on unpaid leave shall not count towards service for increases within the salary range or benefit accruals, except as described herein. An unpaid leave of absence of less than one (1) work week shall not require an adjustment of the employee's anniversary date for merit raise; however, consecutive unpaid leave that exceeds forty (40) hours, or cumulative unpaid leave in a calendar year that exceeds forty (40) hours, shall require an adjustment of an employee's anniversary date, which may include rounding of hours to equal a workday. The employee shall retain seniority-related benefit qualification upon return from an approved leave of absence, except as adjusted for the period of unpaid leave. Annual leave, vacation leave, sick leave, and longevity pay eligibility shall not accrue to an employee during the period of unpaid leave of absence.~~

~~H. Bereavement Leave: Section 13.9 of the Personnel Rules shall be revised to include language that the City shall not be obligated to grant bereavement leave for the death of a divorced spouse or for the death of a parent of a divorced spouse.~~

ARTICLE 9

OVERTIME

Sec. 901 **DEFINITION:** Overtime is defined as hours worked in excess of 40 hours in a work week. For purposes of calculating overtime, observed holidays, and pre-approved vacation leave and preapproved annual leave, but not sick leave or other time off, shall be credited as time worked during the work week. For the purposes of this section, preapproval shall be no less than one (1) week in advance of planned use.

Sec. 902 **COMPENSATION FOR OVERTIME HOURS WORKED:**

A. Employees shall be paid overtime in cash or, with the approval of the City Manager, compensatory time at a rate of one and one-half times all overtime hours worked, consistent with Rule 4, Compensation, in the Personnel Rules, except as otherwise provided for in Sections 902 and 903 herein.

~~B. 1. Senior Planners shall be paid at straight time rate or shall receive equal compensating time off for all overtime hours worked for which City can charge said hours against deposits of other than City General funds consistent with applicable City and State laws, rules, policies and procedures. If overtime is the result of attendance at a meeting of the City Planning Commission, Parks and Recreation Commission and/or other official meetings commencing after 5:30 p.m. or on weekends or holidays, no one deposit may be charged more than six (6) hours for any one employee nor more than a total of six (6) hours for any one meeting. An employee required to work more than four (4) hours at an official meeting not billable to a project deposit may claim the balance of hours worked as Administrative Leave per paragraph 2., below. Said claim must be approved by the City and shall begin at the commencement of the meeting, the employee's arrival at the meeting or time directed to arrive at the meeting, whichever is later.~~

~~2. For each of the first forty (40) hours of overtime in each fiscal year of this MOU for which compensation is not paid per 1., above, and for any other work including attendance at official meetings commencing after 5:30 p.m. or on weekends or holidays, not billable to a development project deposit, the employee shall receive one hour of Administrative Leave calculated at the straight time rate. C. An employee who is eligible for Administrative Leave and who is required to work four or more hours beyond the normal work day may request the Department Head to use Administrative Leave or adjust their schedule on the subsequent day so long as the adjusted schedule includes eight (8) hours of actual work, unless Administrative Leave or other leave is used.~~

Sec. 903 **POLICY LIMITATION ON OVERTIME:**

A. It is the City's policy to avoid the necessity for overtime whenever possible. Overtime work may sometimes be necessary to meet emergency situations

affecting public health, safety or welfare, seasonal or peak workload requirements. No employee shall work overtime unless authorized by his/her supervisor/department head.

- B. Notification of the need for overtime shall generally be provided to affected employees at least one (1) hour prior to the beginning of the overtime, with the exception of an overtime increment of 30 minutes or less that falls at the end of the regular work day schedule and overtime for an off-duty telephone call pursuant to Section 603 herein. When employees are not noticed in advance, as set forth in this article, the employee shall be paid an additional one-half (½) of his/her then regular rate of pay for the first hour of overtime. In addition, overtime worked without such prior notice shall result in no less than one (1) hour overtime pay, unless said overtime is for a time period of 30 minutes or less that falls at the end of the regular work day schedule or for an off-duty telephone call as addressed in Section 603. This section requiring notification shall not apply to the Deputy City Clerk I and II, Human Resources Specialist, Human Resources Assistant, and Information Systems Technician positions and shall not apply in emergency situations that affect public health, safety or welfare.
- C. Employees shall not have their regular scheduled work week or work day altered by the City for the avoidance of overtime, except for those classifications specified in Section 803.B of this MOU or for fulfillment of the City's mission. For all affected employees in those specified classifications, the City shall provide no less than one (1) week advance notice of any scheduled weekend, night work, and/or other changes to the regular scheduled work week, except that in City's sole discretion as a result of an urgent need or special circumstance or to ensure that such employee maintains a 40-hour work week, the City may give less notice.

ARTICLE 10

TEXTBOOK AND TUITION REIMBURSEMENT

- Sec. 1001** **PURPOSE AND ELIGIBILITY:** To provide a program whereby regular full-time employees of the City are reimbursed for the costs of textbooks, tuition, registration and laboratory fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time.
- Sec. 1002** **COURSES ELIGIBLE:** The following criteria will be used in determining eligibility for reimbursement:
- A. Courses must have a reasonable potential for resulting in more effective City service.
 - B. Courses directly related to the employee's occupational field are eligible.

- C. Courses that are prerequisite to job-related courses are also eligible.
- D. Job-related courses preparing an employee for promotion in his/her job field, or a job field for which there are promotional opportunities within City service.
- E. Graduate course work, which is required to receive a job-related Master's Degree, is eligible for reimbursement.
- F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement. A grade of "A" or "B" or its equivalent (Pass for Pass/Fail courses) is required for reimbursement for graduate courses.
- G. Courses must be offered by a school which is accredited by the Western Association of Schools and Colleges, the U. S. Department of Health, Education and Welfare, the Veteran's Administration, or other scholastic/professional accrediting organization approved by the City Manager.
- H. Seminars and workshops directly job-related are eligible if offered in conjunction with an accredited college, educational institution or professional organization. The course work must be approved in advance by the City Manager.
- I. Costs for course materials, including textbooks, will be reimbursable only if such items are a mandatory requirement of the course. At the City's option, said materials may be required to be provided to the City upon completion of a course if it is determined to be of benefit to the City.

Sec. 1003 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

- A. Those taken to bring unsatisfactory performance up to an acceptable level.
- B. Those which duplicate training provided by the City.
- C. Those which duplicate training the employee has already received.

Sec. 1004 TEXTBOOK AND TUITION REIMBURSEMENT:

Tuition Reimbursement: City shall, unless otherwise designated in this MOU, provide for one hundred percent (100%) reimbursement of tuition for off-duty, job-related recognized courses up to a maximum of One Thousand, Two Hundred Dollars (\$1,200.00) per fiscal year, and a lifetime maximum of Six Thousand Dollars (\$6,000.00) in accordance with the provisions of this Article. The available funding for the program shall be subject to the annual fiscal year budget appropriation by the City Council. The amount of reimbursement shall not exceed the then applicable fees and charges used by the California State College and University System. An eligible employee

may request a funding advancement to cover the costs associated with one course per fiscal year. Such request shall be made in writing to the City Manager and shall describe the financial hardship or other reasons for necessitating the proposed advancement.

Sec. 1005 **COSTS NOT COVERED:** In terms of both time and money, the following costs are not covered by this program:

- A. Courses must be taken on the employee's own time, or compensatory time, vacation leave, annual leave, or administrative leave approved in advance by the Department Head. Department Heads are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this Section is to not provide for time off with pay.
- B. Neither transportation nor mileage reimbursement are provided for by this program.
- C. Parking fees, meals and other costs not specifically covered in this program will not be paid by the City.
- D. Costs for which reimbursement is received from other sources are not covered. Portions not covered from other sources will be paid by the City up to the maximum as provided by this Article so long as the other provisions of this Article are met.
- E. Conventions and conferences are not covered by this reimbursement program.
- F. Courses in preparation for a Juris Doctorate (law) degree are not covered by the program.
- G. Preparation courses for professional certifications, testing for said licenses are not covered by this program.

Sec. 1006 **TEXTBOOK AND TUITION PROGRAM ADMINISTRATION:** Each Department Head is responsible for the administration of this program for employees assigned to his/her department. Only those employees who receive at least a satisfactory performance evaluation during the most recent evaluation period shall be eligible for this program. Employees shall provide their Department Head with notice of intent to participate in the program, including any itemization of costs, four (4) weeks prior to registration for the course(s). The Department Head shall then provide the employee written confirmation of approval or denial of said request within two weeks of receipt of the employee's notice of intent to participate. An employee may file a formal grievance consistent with Section 15.4 of the Personnel Rules upon receipt of a written denial.

Failure of an employee to request prior written approval from the Department Head prior to taking an off-duty course will result in ineligibility of costs for reimbursement. If participation is approved, an official record of grades and receipts or, if grades not awarded, record of satisfactory completion, must be received by the Department Head within 90 days after the last class session. Reimbursement will be made to the employee within two weeks after grade cards and receipts have been received by the Department Head. The Personnel Director may develop such forms and additional procedures which he/she deems necessary to accomplish the intent of this textbook and tuition program.

Sec. 1007 **USE OF TEXTBOOK & TUITION - OUT OF STATE:** An employee shall be entitled to reimbursement for classes/courses taken out-of-state, provided that all the above criteria are met and it results in no additional cost to the City.

Sec. 1008 **TEXTBOOK AND TUITION REIMBURSEMENT TO CITY AT SEPARATION OF CITY EMPLOYMENT:** In the event the employee leaves the City service within six months from the date of completion of the course(s), employee shall reimburse the City for the full costs of the course(s). Employees leaving between six (6) months to twelve (12) months shall reimburse the City seventy-five percent (75%) of the costs. Employees leaving between thirteen (13) months to twenty-four (24) months shall reimburse the City for twenty-five percent (25%) of the costs. This reimbursement provision shall not apply to an employee who leaves the City service as a result of a service retirement under the City's retirement program or is dismissed from City service.

ARTICLE 11

HOLIDAYS

Sec. 1101 **PAID ASSIGNED HOLIDAYS:**

1. New Year's Day, January 1;
2. January 2, when this date falls on a Friday;
3. Martin Luther King's Birthday, the third Monday in January;
4. President's Day, the third Monday in February;
5. Cesar Chavez day, March 31, as follows:
 - a) If March 31 falls on a Sunday, Monday, Tuesday, or Wednesday, then the holiday will be observed on Monday;
 - b) If March 31 falls on a Thursday, Friday, or Saturday, then the holiday will be observed on Friday;
6. Memorial Day, the last Monday in May;
7. July 4 and July 3, or July 5, or July 6 as follows:
 - a) July 3 – Eight hours if this date falls on Monday, but no hours if this date falls on a Friday and the City is sponsoring a

- community event on July 3, in which case the July 4 holiday will be observed on Monday, July 6;
- b) July 5 – Eight hours if this date falls on a Friday;
 8. Labor Day, the first Monday in September;
 9. Veteran's Day, November 11;
 10. November 10, when this date falls on a Monday;
 11. Thanksgiving Day, the fourth Thursday in November;
 12. The day after Thanksgiving;
 13. Christmas Eve (December 24) as follows:
 - a) Four hours if this date falls on Tuesday, Wednesday, Thursday or Friday; or
 - b) Eight hours if this date falls on Monday; or
 - c) No hours if this date falls on Saturday or Sunday; or
 - d) Four hours on Thursday, December 23 (due to Friday, December 24, becoming the holiday in accordance with the provisions set forth below);
 14. Christmas Day, December 25;
 15. December 26 when this date falls on a Friday;
 16. December 31 when this date falls on a Monday; and
 17. Every day appointed by the President of the United States or Governor of this State for public feast, thanksgiving or holiday, when specifically authorized by the City Council.

If a paid, assigned City holiday falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed, except as otherwise specified in the preceding list of City holidays. If a paid, assigned City holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed, except as otherwise specified in the preceding list of City holidays. For those employees regularly scheduled to work Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs. All assigned holidays shall be eight (8) hours paid for regular full-time City employees, with the exception of Christmas Eve as described above.

The January 2, Cesar Chavez, July 3, July 5, November 10, December 26, and December 31 holidays are subject to the revised holiday pay language in Sections 1102 and 1103.

Sec. 1102 **WORK ON HOLIDAYS:** Full-time employees who are required to work on a paid assigned holiday shall, in addition to receiving straight time, not to exceed eight (8) hours per holiday, be paid in cash at one and one-half their then regular rate of pay for hours actually worked, up to eight (8) hours, not to exceed eight (8) hours per holiday. Any time worked in excess of eight (8) hours on a paid assigned holiday shall be paid in cash at two and one-half (2 ½) times their then regular rate of pay. Any full-time employee, who's regularly scheduled day off falls on a paid assigned holiday and who is not required to work on said holiday, shall be credited with eight (8) vacation leave or annual leave hours for each such holiday.

Full-time employees required to work on the January 2, Cesar Chavez, July 3, July 5, November 10, December 26 or December 31 holidays shall receive straight-time pay, not to exceed eight (8) hours, and shall also be credited with one hour of vacation leave or annual leave for each hour worked on the referenced holidays, not to exceed eight (8) hours. Any hours worked in excess of eight (8) hours on the January 2, Cesar Chavez, July 3, July 5, November 10, December 26, and December 31 holidays shall be paid in cash at two and one-half (2 ½) times the employee's regular rate of pay. This paragraph is not applicable when July 3 falls on a Friday for which the City has scheduled a special event, and the holiday is changed to Monday, July 6, per the provisions of Subsection 7.a. in Section 1101.

At an employee's request, the City Manager may approve a change in regular work schedule to permit an employee to work on a designated City holiday in exchange for an alternate day off within the same work week, without holiday pay.

Sec. 1103 **HOLIDAY POLICY FOR REGULAR PART-TIME EMPLOYEES:**
Employees whose regular schedule is less than full time shall receive holiday credit on a pro-rata basis, receiving pay or annual leave based on their regular scheduled hours for the fiscal year.

Regular part-time employees required to work on the January 2, Cesar Chavez, July 3, July 5, November 10, December 26, and December 31 holidays shall receive straight-time pay for hours worked and shall receive pro-rated annual leave as credit for the holiday, consistent with applicable provisions in the Personnel Rules.

Sec. 1104 **HOLIDAY POLICY FOR AN EMPLOYEE ON LEAVE WITHOUT PAY:** A regular full-time or regular part-time employee on leave without pay status both the work day before and after a City holiday shall not receive holiday pay.

ARTICLE 12

LOCAL 721 RIGHTS

Sec. 1201 **ASSOCIATION BUSINESS AND PAID WORK TIME:** The City agrees to authorize up to one (1) City employee per bargaining unit who is a member of the Board of Directors of Local 721 up to one (1) hour per month time to attend Local 721 Board meetings on their own time by utilizing compensatory time off, vacation leave, annual leave, or leave without pay, if such time is requested in advance. In addition, Local 721 paid staff are authorized to visit work stations of Board members to obtain signatures on official Local 721 documents.

It is further agreed that officers, executive board members and unit representatives (unit stewards) will conduct all other Local 721 business on their own time, except as authorized by this section for time spent in negotiations, discipline related meetings, formal grievance related meetings with the designated City representative, or City-initiated investigatory interviews. The City will grant up to a maximum of one hour of City-paid leave for representative attendance at a discipline-related meeting per discipline incident. The City will grant up to two hours of City-paid leave for employee and representative attendance at a formal grievance related meeting with the City Manager or hearing officer; for Local 721 unit representative attendance at negotiation meetings with the designated City representative (not to exceed two representatives for the General Unit and one representative for the Supervisory/Confidential Unit); and for a City-initiated investigatory interview. Local 721 officers, executive board members and unit representatives (unit stewards) may request approval of use of compensatory time, vacation leave, annual leave, or leave without pay for all other time spent in negotiations, discipline related meetings, formal grievance related meetings, and City-initiated investigatory interviews that exceed the City compensatory time agreed to by this section.

Sec. 1202 **UNIT REPRESENTATIVE:** Local 721 may designate a unit representative in each bargaining unit to represent those employees in their respective units. Local 721 shall submit to the City a list of unit representatives within 30 days following the signing of this MOU. The list is to be updated on a semi-annual basis.

When requested by a unit employee, a unit representative may represent the aggrieved unit employee under the formal Grievance Procedure, and the City shall grant the representative and the employee up to a maximum of two hours of City-paid time to attend the grievance meeting. All grievance preparation work shall be done on the employee's and representative's own time, but may include using compensatory time, annual leave, vacation leave, or leave without pay (when there is no accumulated compensatory time, annual leave or vacation leave), with prior supervisor approval.

Sec. 1203 **INTERDEPARTMENTAL MESSENGER SERVICE (BROWN MAIL) AND USE OF CITY FACIMILE (FAX) MACHINE, COPIER, OR PRINTER:** The County's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between employees who are represented by Local 721 and between the paid staff of Local 721 and such employees, provided that paid staff of Local 721 shall pick up and deliver all messages being communicated outside the City's/County's normal distribution route and provided written concurrence for use of the brown mail is received from the County of Ventura and said service is at no cost to the City.

The City's FAX may be used for business-oriented communication between employees who are represented by Local 721 and between the paid staff of

Local 721 and such employees, provided that the City's established fees for sending a FAX and the standard paper copy charge for receiving a FAX be paid by Local 721 or the employee receiving such communication.

Use of the City's copy machines or printers is permitted subject to payment of the City's established fees for copies pursuant to the City Council Miscellaneous Fee Schedule.

Sec. 1204 **PAYROLL DEDUCTIONS:** It is mutually agreed that the City will deduct, from the pay of Local 721 members, dues and monies for benefit programs in the amounts certified to be current and correct by the Regional Director of Local 721. There shall be no more than one such deduction per employee per pay period. Said deductions shall only be made from those employees who individually request in writing on the forms specified by the City, that such deductions shall be remitted by the City to Local 721. This authorization shall remain in full force and effect until revoked in writing by the employee or until the employee terminates City employment.

The City and Local 721 mutually agree that parties and their respective officers, employees and agents be saved, indemnified and held harmless from any liability due to errors and omissions arising out of the other party's use of the Local 721-sponsored deduction code.

Sec. 1205 **UNION SECURITY "AGENCY SHOP":** This article summarizes the arrangement between the City and Local 721 concerning Agency Shop as defined in Section 3502.5 of the Government Code relating to public employment.

Upon the execution date of the amendment to the Memorandum of MOU which incorporates the Agency Shop provisions of Section 1205, all General Unit employees who choose not to become members of Local 721 shall be required to pay to Local 721 a representation service fee that represents such employee's proportionate share of Local 721 cost of legally authorized representation services, on behalf of the unit employees in their relations with the City. Such representation service fee shall in no event exceed the regular periodic membership dues paid by General Unit employees who are members of Local 721. General Unit employees hired after the effective date of this MOU shall be subject to its terms immediately after becoming an employee of the City.

Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support Local 721 as a condition of employment. Upon determination by the City Manager and the Local 721 Regional Director that an employee qualifies as a conscientious objector, the employee shall be required, in lieu of periodic dues or Agency Shop fee to pay sums equal to the Agency Shop representation service fee to one of the following

nonreligious, nonlabor charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code: Community Care Services of Moorpark, Moorpark Community Services Center and Food Pantry, Moorpark/Simi Valley Neighborhood for Learning, or United Way of Ventura County. As a condition of continued exemption from the requirement of financial support to Local 721, the employee shall be required to have the charitable fund payments made through payroll deduction.

As a condition of the Agency Shop arrangement, Local 721 shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and to the employees who are members of Local 721, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. A copy of such financial report shall be provided annually to the City Manager, City of Moorpark, 799 Moorpark Avenue, Moorpark, CA 93021.

Local 721 shall make available to General Unit employees required to pay an Agency Shop representation service fee under this arrangement, at its expense, an escrow and administration appeals procedure for challenging the amount of the fee that complies with the requirements of applicable law.

Local 721 herein agrees to fully indemnify the City and its officers, employees, agents and contract staff against any and all claims, proceedings and liability arising directly indirectly, out of any actions taken or not taken by or on behalf of the City under this Agency Shop arrangement and to reimburse the City of its costs in defending against any such claims, proceedings or liability.

The Agency Shop provisions of Section 1205 may be rescinded by a majority vote of all the employees in the General Unit represented by Local 721, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the General Unit; (2) the vote is by secret ballot; and (3) the vote may be taken at any time during the term of the MOU, but in no event shall there be more than one vote taken more frequently than once every twelve months.

Sec. 1206 **BULLETIN BOARDS**. Local 721 will be permitted a bulletin board area for union postings in the following work locations where its members congregate: employee break room at City Hall, Public Services Facility, and Arroyo Vista Recreation Center office.

ARTICLE 13

MAINTENANCE OF EXISTING CONDITIONS

Sec. 1301 Personnel policies and procedures of the City, to the extent that they constitute wages, hours and terms and conditions of employment, shall remain in full force, unchanged and unaffected during the terms of this MOU unless changed pursuant to the meet and confer process. Moorpark Administrative Procedures (M.A.P.'s) may be established or changed without the need to meet and confer, with the exception that for City Manager approved M.A.P.'s, the City shall provide ten (10) days notice to all affected employees and designated Local 721 Union representatives prior to implementation, except such M.A.P.'s that the City Manager determines to require immediate implementation.

ARTICLE 14

MISCELLANEOUS PROVISIONS

The following items are to be included in applicable rules, regulations and policies:

Sec. 1401 **MAINTENANCE OF CALIFORNIA DRIVER'S LICENSE:** All classifications requiring possession and maintenance of a valid California Driver's License and/or are required to drive a vehicle for the City, are required to immediately inform the City Manager in writing of any restrictions, suspensions and/or revocations of their Driver's License. Failure to comply will result in disciplinary action, including dismissal.

Sec. 1402 **UNIFORMS AND SAFETY EQUIPMENT:**

A. Code Compliance Technician I and II Uniform: City will provide six (6) uniform shirts, three (3) pants and one (1) jacket at the time of hiring. City shall replace the shirts and pants as a result of normal wear, and as mutually agreed upon, but such replacement shall not exceed twelve (12) shirts and nine (9) pairs of washable uniform pants annually, and shall replace the jacket as needed. The employee shall be provided with a uniform cleaning allowance of \$7.00 per pay period for home laundering of shirts and pants. Any uniform tailoring costs shall be borne by the employee.

B. For the Maintenance Supervisor, Senior Maintenance Worker, Vector/Animal Control Specialist, Vector/Animal Control Technician, Crossing Guard Supervisor, Facilities Technician, and Maintenance Worker I, II, and III classifications, City shall provide/replace/repair one (1) or more pairs of City approved safety shoes (boots) for each employee at a combined cost not to exceed \$200.00 per employee for each fiscal year. The purchase/replacement/ repair shall be pre-approved by the Department Head and shall be done on a reimbursement basis or paid directly to the vendor as mutually agreed upon. An approved reimbursement shall be made within thirty (30) days of City's receipt of appropriate documentation including but not limited to a receipt.

Sec. 1403 **REGULAR PART-TIME EMPLOYEE BENEFITS:** Those regular part-time positions with budgeted hours at or above thirteen hundred (1,300) hours, in which only one employee is assigned at any one time as determined by the City Manager at his/her sole discretion, shall be eligible to earn annual leave, holiday pay, jury duty pay, and bereavement leave on a pro-rata basis. The prorated leave and compensation shall be pursuant to the applicable provisions of the Personnel Rules and City Council Salary Plan Resolution. Leave accrual calculation shall be based on the date of appointment to a regular part-time position with the City of Moorpark, and may also include credit for any regular full-time work for the City of Moorpark.

In addition to leave benefits described above, regular part-time employees will be eligible for CalPERS retirement as described in Section 501, deferred compensation as described in Section 604, and long-term and short-term disability insurance benefits as described in Section 701. No dental, vision, or life insurance premiums shall be paid for regular part-time employees, with the exception of a regular part-time employee already provided the same benefit as a full-time employee prior to July 3, 1999, in which case the City's contribution for that employee shall be continued at the same level as provided to full-time employees. The maximum premium that will be paid for CalPERS medical insurance for regular part-time employees shall be as established by City Council adopted resolution and as required by State law, with the exception of a regular part-time employee already provided the same benefit as a full-time employee prior to July 3, 1999, in which case the City's contribution for that employee shall be continued at the same level provided to full-time employees. No dependent insurance benefit contribution (or in-lieu payment (pursuant to Section 701) will be provided for regular part-time employees, with the exception of a regular part-time employee already provided a prorated benefit prior to July 3, 1999, in which case the amount the City will continue to pay for dependent insurance or an in-lieu payment will be prorated based on the actual hours budgeted for the fiscal year and the limits included in Section 701.

Sec. 1404 **PRIVACY POLICY.** The City reserves the right to adopt a privacy policy and/or procedures to give notice to employees of City computer network, telephone system, and video surveillance monitoring. This new language may be incorporated into the City's Personnel Rules. The City shall provide ten (10) days notice to all employees, including designated Local 721 Union representatives prior to implementation of a new privacy policy. Such policy and/or procedures will include a requirement for each employee to acknowledge that the employee received and read the policy and/or procedures. The acknowledgment will be kept in the employee's personnel file.

Sec. 1405 **PUBLIC TRANSPORTATION INCENTIVE PROGRAM.** The City will maintain a Public Transportation Incentive Program, with reimbursement at 50% of the actual expense, not to exceed a maximum reimbursement of \$100.00 per month, subject to rules to be approved by the City Manager at

his/her sole discretion, with no further need to meet and confer on the implementation rules.

Sec. 1406 **MODIFICATION TO SECTIONS 12.7, 12.8.1, 12.8.3, 12.8.6, 12.8.8, AND 16.5 OF THE PERSONNEL RULES.** The City and Local 721 agrees to ~~incorporate a revisions to Section 12.7 of~~ be incorporated into the Personnel Rules to add the following language as the third sentence in this section: The employee may request the attendance of a representative of their choice at the discipline meeting, in which case a Human Resources/Risk Management Division representative shall also attend. as follows:

A. Section 12.7 will be revised to read as follows:

Section 12.7. Suspension without Pay: When in the opinion of the department head, circumstances warrant, a suspension of up to a maximum of twenty-seven (27) work hours or less may be imposed. Prior to the imposition of such discipline, the department head or his/her designee shall meet with the employee to explain appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior. The employee may request the attendance of a representative of their choice at the discipline meeting, in which case the Personnel Director or his/her designee shall also attend. A written record of the discipline, including a full, accurate, and factual statement of the reason therefore, shall be reviewed by the Personnel Director of his/her designee prior to being given to the employee. A copy of the written record of suspension shall be sent to the City Manager and a copy shall be placed in the employee's personnel file. Within ten (10) calendar days after the date of the discipline meeting, the employee may respond in writing and have such response placed in the employee's personnel file. The employee shall have no further right of response, appeal, or grievance.

B. Paragraph one of Section 12.8.1 will be revised to read as follows:

Section 12.8.1. Written Notice: Written notice of a proposed disciplinary action shall be prepared by the supervisor and/or department head, reviewed by the Human Resources/Risk Management Division, and then given to the employee in a private meeting between the supervisor, department head, Personnel Director or his/her designee, and the employee, that may also include a representative of the employee's choice. If the employee is on paid or unpaid leave at the time the written notice is issued, the written notice shall be mailed, and shall be considered served three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the last known address maintained in an employee's personnel file. This written notice shall include the proposed disciplinary action, the charges on which the proposed action is based, and the reasons or grounds on which the charges are based. Copies

of the materials on which the proposed disciplinary action is based shall also be provided to the employee.

C. The first paragraph of Section 12.8.3 will be revised to read as follows:

Section 12.8.3. Department Head Answer: The department head shall provide a written answer to an employee's response at the earliest practicable date, not to exceed ten (10) calendar days following the response of the employee. The department head shall deliver the notice of decision to the employee at or before the time when the action will be effective. If the employee is on paid or unpaid leave at the time the notice of decision is issued, the written notice shall be mailed, and shall be considered served three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the last known address maintained in an employee's personnel file. The answer shall be dated and signed by the department head. The answer shall inform the employee which of the reasons and grounds in the notice of proposed disciplinary action have been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein, if and only if such disciplinary action results in suspension without pay in excess of twenty-seven (27) work hours, restitution, reduction in salary, demotion or dismissal. Additionally, the time limit for an appeal and the specific discipline to be imposed, or the decision not to impose discipline, shall be detailed in the answer. The effective date of discipline shall be included in the answer. Any time extensions shall be mutually agreed upon.

D. The first paragraph of Section 12.8.6 will be revised to read as follows:

Section 12.8.6. Appeal Hearing: Upon the receipt of a timely letter of appeal, the City Manager shall set the matter for hearing. The hearing shall be held within thirty (30) calendar days after receipt of the letter of appeal, unless the City Manager grants a continuance in accordance with this Section. The City Manager shall give not less than five (5) calendar days written notice to the affected employee, department's representative and any such person requesting same, of the time and place of such hearing. If the employee is on paid or unpaid leave at the time the notice of hearing is issued, the written notice shall be mailed, and shall be considered served three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the last known address maintained in an employee's personnel file. The hearing shall be closed unless the appealing employee requests, in writing, that the hearing be open to the public. The appealing employee shall appear personally and may be represented by an attorney or by another representative of the appealing employee's choosing. Failure of the appealing employee to appear at the hearing shall waive the appealing employee's right to a hearing on the disciplinary matter.

E. Section 12.8.8 of the Personnel Rules will be revised to read as follows:

Section 12.8.8. Notice of Findings and Decisions: The City Manager's or hearing officer's findings and decisions shall be filed in the appealing employee's personnel file. The City Manager shall deliver a copy of the findings and decisions to the affected employee and the department's representative. The decision shall indicate the effective date of any disciplinary action. If the employee is on paid or unpaid leave at the time the notice of findings and decisions is issued, the written notice shall be mailed, and shall be considered served three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the last known address maintained in an employee's personnel file.

F. Section 16.5 of the Personnel Rules will be revised to read as follows:

Section 16.5. Resignation: An employee wishing to leave the Competitive Service in good standing shall file with the appointing authority a written resignation stating the effective date and reasons for leaving at least two weeks (eighty work hours) before termination of employment, including any City holidays prior to the last day of work but excluding other paid time off and City holidays after the last day of work , unless such notice period or restriction on use of paid time off is waived in writing by the City Manager at his or her sole discretion. Resignation in good standing requires the aforementioned minimum two-week notice period in order to allow an orderly transition of duties and responsibilities and completion of assignments. Failure to give notice as required by this rule shall be cause for denying future employment by the City and will disqualify the employee for reinstatement.

Sec. 1407 BACKFLOW PREVENTION DEVICE TESTER CERTIFICATION. As approved by the City Manager in writing by August 1 of each fiscal year, a Maintenance Worker III or Senior Maintenance Worker, who as of July 1, 1010 has a valid Backflow Prevention Device Tester certification, and maintains such, shall receive compensation in the amount of \$600.00 annually, upon completion of the annual testing and certification of City backflow devices, as verified by the supervising Landscape/Parks Maintenance Superintendent or department director in writing. The annual testing and certification shall be completed on City paid time.

ARTICLE 15

CITY RIGHTS

The City retains, solely and exclusively, all rights, powers and authority it had prior to this MOU except those rights specifically delegated by this MOU. The City retains all of its rights, power and authority with respect to general legislative matters and the management of the provision of municipal services and the management of the work force performing those services. The City continues to possess exclusively the rights listed below, plus all other rights to which by law the City is entitled. These rights may not be abridged or

modified in any way, except by formal legislative action by the City Council (i.e., resolution or ordinance). The City has the right and may exercise its discretion, including, but not limited to the following areas:

1. To determine the mission of its constituent departments, commissions and boards;
2. To set hours of work;
3. To set standards of service;
4. To direct employees, make assignments and require overtime work;
5. To take disciplinary action;
6. To relieve its employees from duty because of lack of work or other legitimate reasons;
7. To determine the methods, means and personnel by which government operations are to be conducted and whether services required by the City shall be provided by City employees or provided pursuant to contracts between City and independent contractors, with the agreement of the City to advise Local 721 with no less than two (2) weeks written notice of consideration by the City Council of a proposed action to contract for a service with an independent contractor that would result in a layoff of one or more City employees;
8. To determine the procedure and standards for selection for employment, the content of job classifications, and the means and methods of employee performance evaluations;
9. To determine when an emergency exists and to take all necessary actions to carry out the City's mission in emergencies, including recalling and deploying off-duty personnel and requiring that employees work overtime;
10. To exercise control and discretion over its organization and technology of performing its work;
11. To transfer or reassign an employee to a lower-paid classification provided, for regular employees, appropriate due process is afforded the regular employee; and
12. To lay off employees by position as a result of: a material change in duties, change in need, organization, or shortage of work or funds in the Department or the City.

ARTICLE 16

EMPLOYEE RIGHTS

Employees 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. Employees shall also have the right to refuse to join or participate in the activities of employee organizations. Neither the City nor Local 721 shall hinder, interfere, intimidate, restrain, discriminate, or coerce an employee for exercising any rights or benefits provided in this MOU or law.

ARTICLE 17

NO STRIKE, WORK STOPPAGE, OR RELATED

During the term of the MOU, employees agree there will be no strike, work stoppage, slow-down, picketing including non-disruptive informational picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City caused or sanctioned by Local 721, including compliance with the request of other labor organizations to engage in such activity, and no lockouts shall be made by the City.

IN WITNESS WHEREOF, the parties hereto have caused this MOU between Local 721 and the City to be executed on _____, 200910, following ratification by the City Council at a ~~special~~regular meeting on ~~June~~July 17, 200910.

ON BEHALF OF THE CITY:

ON BEHALF OF LOCAL 721:

Steven Kueny, City Manager

Danny Carrillo, SEIU Local 721
Worksite Organizer

ATTEST:

Deborah S. Traffenstedt
City Clerk

~~Rose Rangel~~, SEIU Local 721
Campaign Coordinator/Negotiator

~~John Casillas~~, SEIU Local 721
General Unit Representative

Mario Riley, Sr., SEIU Local 721
General Unit Representative

Mark Westerline, SEIU Local 721
Supervisory/Confidential Unit
Representative

Javier Magdaleno, SEIU Local 721
General Unit Representative