

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Deborah S. Traffenstedt, Deputy City Manager *DST*

**DATE:** October 26, 2012 (CC Regular Meeting of 11/7/12)

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

**BACKGROUND AND DISCUSSION**

The City's prior two-year Memorandum of Understanding (MOU) with Service Employees International Union, Local 721, expired on June 30, 2012. A new MOU is proposed to extend through the end of the 2012-2013 Fiscal Year, and a draft is attached to this report. The proposed revisions are shown with the use of legislative format. Staff received an email from SEIU concurring with the proposed amendments on Tuesday, October 16, 2012.

Since the proposed revisions are shown with legislative format in the attached draft, the following is a discussion of only the revisions for which staff thought required additional explanation:

- **Article 4, Sections 501 and 502** – Assembly Bill (AB) 340 approved by the Governor on September 12, 2012, revised the CalPERS retirement benefits for new employees hired on or after January 1, 2013. Language has been added in the two referenced sections to clarify that the City will have a two tier retirement system effective January 2, 2013, in compliance with AB 340.
- **Article 6, Section 601** – This section was revised to clarify that no cost-of-living salary adjustment is proposed for Fiscal Year 2012-2013.
- **Articles 6, 8, 9, 10, 12** – All prior references to sick leave, vacation leave, and administrative leave were deleted throughout the MOU, since these types of leave are no longer applicable to any current competitive service employees. At the time of the prior 2010 MOU, only one competitive service employee still had a grandfathered sick leave and vacation leave benefit (instead of combined annual leave), and that employee has since retired.
- **Article 7, Section 701** – For Section 701.A, Dental, Life, and Vision Insurance, there was no change in language for the MOU and there will be no increase in rates for 2013. For Section 701.B, Medical Insurance, the language was updated to apply

to the current fiscal year. The City continues to provide the California Public Employees Retirement System (CalPERS) medical insurance to the Competitive Service employees. Employees are permitted to select from the available CalPERS medical insurance plans, which include HMO and PPO plans with varying costs (including varying costs for individual, two-person, and family enrollments), but the City's maximum contribution is capped. The proposed MOU provides that the City will continue to pay a maximum medical insurance contribution for each employee equivalent to ninety percent (90%) of the monthly family rate for the PERS Choice medical insurance Preferred Provider Organization (PPO) plan. Although the 90% language has not been revised from the prior MOU, the City's overall cost will be higher, due to the increase in the monthly cost for that PPO family rate from \$1,314.64 to \$1,527.40 per month. This is an increase of 13.9 percent. CalPERS medical insurance premiums for 2013 will increase by an average of 9.5 percent, including increases of 8.7 percent for basic Health Maintenance Organizations (HMOs, non-Medicare) and 13.9 percent for basic PPO plans (non-Medicare).

- **Article 8, Section 803** – Section 803.D was retained, but revised to reflect that the prior 2010 negotiated increase in Annual Leave of 16 additional hours was incorporated into the Personnel Rules and has been retained.
- **Article 14, Section 1406** – This section of the MOU was revised to delete reference to language changes to the Personnel Rules that were already incorporated as a follow-up to the prior MOU and to add reference to newly proposed amendments to the Personnel Rules.

Staff will bring back an amendment of the Personnel Rules on a subsequent agenda, after review of the revised Personnel Rules by the City Attorney, such as the language changes needed to comply with current State and Federal law (for example, Pregnancy Disability leave, Family and Medical Leave, and California Family Rights Act language needs to be updated consistent with applicable law).

Staff is requesting that the City Council approve the new MOU for the time period from July 1, 2012, through June 30, 2013, 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**

No salary plan increases are proposed. The only additional cost to the City is the increased cost of CalPERS medical insurance for 2013, as previously described in this report.

**STAFF RECOMMENDATION**

1. Authorize approval of a new MOU for the time period from July 1, 2012, through June 30, 2013, 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 as discussed in the agenda report.

Attachment: Draft MOU showing revisions with legislative format

**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, 2010~~2~~, up to and including Midnight, June 30, 2012~~3~~.

**Sec. 102** **SUCCESSOR MOU:** ~~In the event Local 721 desires to negotiate an amendment to the 2010-2012 MOU for salary, only, it shall provide to the City Manager, during the period of March 1, 2011, through June 1, 2011, its written request to modify or amend Section 601, Salary Plan Adjustment. For negotiation of a successor to the 2010~~2~~-2012~~3~~ MOU, Local 721 shall provide to the City Manager during the period of March 1, 2012~~3~~, through June 1, 2012~~3~~, or March 1 through June 1 of any year after 2012~~3~~, 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 Competitive Service 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  
Laborer/Custodian IV  
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  
Recreation Coordinator II and III  
Recreation Specialist  
Senior Account Technician  
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 for Competitive Service employees hired prior to January 1, 2013, 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.

For new Competitive Service employees hired on or after January 1, 2013, the CalPERS retirement benefit will comply with the requirements of Assembly Bill 340 approved by the Governor on September 12, 2012.

**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:** ~~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 102, Successor MOU. The City does not guarantee any salary plan adjustment for fiscal year 2011-2012. The City will not provide a cost-of-living Salary Plan adjustment for Fiscal Year 2012-2013.~~

**Sec. 602**     **OVERTIME EXEMPT:** 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, and 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, and 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, 2010, through December 31, 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 2010, through December 31, 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, 2010, through December 31, 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 ~~July 1, 2011~~<sup>2</sup>, through June 30, 2012<sup>3</sup>, Medical Insurance Cafeteria Plan:** The City shall continue a cafeteria plan (Section 125 Premium-Only Plan) for medical insurance. Beginning ~~January July 1, 2011~~<sup>2</sup>, through June 30, 2012<sup>3</sup>, the City's contribution for each employee shall consist of a medical insurance allowance of the higher amount of either ~~\$1,177 or an amount equivalent to 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 higher amount of either ~~\$1,177 or ninety percent (90%)~~ 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 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.) shall work the days and hours approved by the City Manager and their Department Head. 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, Laborer/Custodian IV, and Senior Maintenance Worker classifications, with the exception for the Maintenance Worker I, II, or III that the employee(s) in any of these classifications assigned to the Community Center and/or similar facilities will have a different work schedule.
- 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; Laborer/Custodian IV, Maintenance Worker I, II, and III; Recreation Assistant; Recreation Coordinator I, II, and III; Recreation Leader IV; Recreation Specialist; Senior Maintenance Worker; 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.~~

~~ED. Annual Leave Accrual: Section 13.5 of the Personnel Rules will be revised to incorporate an additional sixteen (16) hours of accrued annual leave based on an employee's term of employment with the City as follows~~continue to include the following Annual Leave accrual schedule:

#### 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).

~~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:~~

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

## 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:** 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 Section 903 herein.

**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~~accumulated compensatory time, ~~or 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~~ holidays, and any additional holidays approved for one calendar year, only, 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, and any additional holidays approved for one calendar year, only, 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 (when there is no accumulated compensatory time or annual leave) 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, or annual leave or vacation leave), with prior supervisor approval.

**Sec. 1203** **INTERDEPARTMENTAL MESSENGER SERVICE (BROWN MAIL) AND USE OF CITY FACSIMILE (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 Senior Maintenance Worker, Vector/Animal Control Specialist, Vector/Animal Control Technician, Crossing Guard Supervisor, Facilities Technician, Laborer/Custodian IV, 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 REVISIONS TO SECTIONS 12.7, 12.8.1, 12.8.3, 12.8.6, 12.8.8, AND 16.5 OF THE PERSONNEL RULES FOR COMPETITIVE SERVICE EMPLOYEES.** The City and Local 721 agree to the following revisions to be incorporated into the Personnel Rules during the term of this MOU as follows: The City's Personnel Rules are adopted by resolution of the City Council; a permanent legislative record; therefore, following adoption of the agreed upon MOU language into the Personnel Rules, the subsequent MOU will be updated to delete reference to such MOU provisions.

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 or 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. The first paragraph 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.~~

A. Section 2.12 of the Personnel Rules will be revised consistent with the July 15, 2011 First Addendum to the July 2010 MOU.

B. Section 2.14 of the Personnel Rules will be revised to read as follows:

**Section 2.14. Employment of Family Members:** An applicant for a position, with a relative currently employed by the City, may not be denied the right to file an application for employment and compete in the

examination process. Following the examination, if the applicant is successfully certified as eligible, employment may be prohibited by the City Manager where such employment:

- a. Places one relative under the supervision of the other relative, thus creating a potentially adverse impact on supervision, safety, security, morale or conflicts of interest.
- b. Places both relatives in the same department, division or facility, thus creating a potentially adverse impact on supervision, safety, security, morale or conflicts of interest.
- c. Would have one of the relatives in a position with access to information concerning confidential personnel matters, which may compromise such confidential information.
- d. The applicant for employment is a relative of a then current member of the City Council, City Manager, or City employee designated as Personnel Director or Personnel Officer.
- e. The applicant for employment is a relative of a then current member of a City Council appointed commission or board.

For the purposes of this Section, a "relative" shall be defined to include the following: mother, father, grandfather, grandmother, aunt, uncle, cousin, sister, brother, son, daughter, son-in-law, daughter-in-law, nephew, niece, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse as defined as a partner in marriage (California Civil Code Section 4100), and domestic partner as defined by California Family Code Section 297 and including the requirement for the filing of a Declaration of Domestic Partnership with the Secretary of State. In addition, a "relative" shall be defined to include non-blood relatives as a result of a subsequent marriage commonly referred to as a step-relative, including but not limited to step-mother, step-father, step-sister, step-brother, step-son, step-daughter, step-grandchild, step-mother-in-law, step-father-in-law, step-brother-in-law, and step-sister-in-law.

~~A relative, as herein defined, of a then current member of the City Council shall not be permitted to be appointed to a position in the Competitive Service of the City during that member's term of office as a Moorpark Councilmember.~~

~~The provisions of this Section shall not apply to appointments to commissions, committees and boards.~~

C. Paragraph 3 of Section 4.12 of the Personnel Rules will be revised to be consistent with Section 901 of the MOU as follows:

Compensation for authorized overtime shall be included in the paycheck for the pay period in which it is earned, except as provided below. The City and the employee can agree, in advance of the overtime being worked, to allow the employee to receive compensatory time in lieu of overtime pay. For purposes of calculating overtime, preapproved annual leave, and observed holidays shall be credited as time worked during the workweek, and preapproval time for annual leave shall be no less than one (1) week in advance of planned use. An employee will not be permitted to accumulate more than forty (40) hours of compensatory time. Twice a year, during the last pay period in June and the last pay period in December, the City shall pay an employee for all accumulated compensatory time and reduce the compensatory time balance to zero. Upon termination, employees shall be compensated for accumulated compensatory time off.

D. The last sentence of Section 4.13 of the Personnel Rules will be revised to be consistent with the following:

**Section 4.13. Compensation for Layoff:** An employee, who is terminated from the Competitive Service of the City as a result of a layoff, shall be paid for accumulated annual leave, compensatory time, and accumulated overtime. Should an employee be reemployed in the formerly held position, the employee shall be placed at the same salary step as when the layoff occurred. No credit shall be received toward a step increase or seniority during the period of layoff. ~~Employees who have attained regular status at the time of layoff and who are reemployed within a period of one (1) year shall retain their assigned anniversary date.~~ Employees who have attained regular status at the time of layoff, and who are reemployed within a period of one (1) year from the date of layoff shall be assigned a performance evaluation anniversary date that provides credit for time previously worked towards the one-year evaluation period prior to layoff.

E. Section 4.19 of the Personnel Rules will be revised to be consistent with the following:

**Section 4.19. Error in Determination of Correct Salary Rate or Any Other Compensation:** Should an employee be advanced to a higher step in the salary range for his/her class than for which he/she was recommended, be placed at a higher salary range, or receive any other incorrect amount of compensation, including but not limited to bilingual pay, longevity pay, insurance cash-back payment, deferred compensation payment, through error, such error shall be corrected immediately following its discovery. Reimbursement to the City by the employee or to the employee by the City for said error shall be made by one of the following methods or a combination thereof:

a. Application of accumulated equivalent time off for overtime service;

- b. Application of equivalent time off for overtime service earned during the time immediately following the date of the discovery of said error;
- c. Application of the increase in the employee's salary following his/her next merit salary increase; or
- d. Application of a partial reduction in the employee's salary for a period of not less than three (3) nor more than six (6) months; or
- e. Any other method mutually agreed to.

Determination of which one or combination of the above methods of reimbursement should be used shall be made by the department head subject to the written approval of the City Manager. In order for the reimbursement to the City to be deferred, the employee shall be required to sign a reimbursement agreement, to permit the City to deduct any unpaid reimbursement from the employee's last paycheck, should the employee terminate before full reimbursement to the City has been made. If the employee declines to sign a reimbursement agreement, the full amount of the reimbursement will be deducted from the employee's next paycheck, or all subsequent paychecks until full reimbursement has been achieved. If the employee refuses to sign a reimbursement agreement and then terminates employment prior to reimbursement, the City will initiate appropriate legal and/or disciplinary action.

F. Section 10.4 of the Personnel Rules will be revised to be consistent with the following:

**Section 10.4. Voluntary Retreat Rights:** An employee designated to be laid off may elect to retreat to the top of the seniority list for the next lower classification within the ~~same department~~ same class of positions, provided the employee has previously held regular status in such lesser ~~departmental classification in any department~~, ~~or~~ and possesses the minimum skills to perform satisfactorily. The City Manager shall determine whether an employee has such minimum skills. Employees who retreat into a lesser classification retain re-employment rights to the original position ~~within the same department~~ as provided in Section 10.7. Retreat rights shall prevail only within a ~~department and within an identifiable career ladder~~ for the applicable class of positions, as identified by the City Manager.

G. Section 12.9.n of the Personnel Rules will be revised to be consistent with the following:

- n. Reckless driving on City premises or reckless operation of a City vehicle or equipment while on duty.

H. Section 13.10 of the Personnel Rules will be revised to be consistent with the provisions of the California Pregnancy Disability Leave Act.

I. Section 13.11 of the Personnel Rules will be revised to be consistent with the provisions of the Federal Family and Medical Leave Act.

J. Section 13.12 of the Personnel Rules will be revised to be consistent with the provisions of the California Family Rights Act.

**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, 2010, 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 \_\_\_\_\_, 2010, following ratification by the City Council at a regular meeting on ~~July~~November 7, 2010.

**ON BEHALF OF THE CITY:**

\_\_\_\_\_  
Steven Kueny, City Manager

ATTEST:

\_\_\_\_\_  
Maureen Benson  
City Clerk

**ON BEHALF OF LOCAL 721:**

\_\_\_\_\_  
Gabriella Suci, SEIU Local 721  
Worksite Organizer

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

\_\_\_\_\_  
~~Mark Westerline~~ Jose Zaragoza,  
SEIU Local 721  
Supervisory/Confidential Unit  
Representative

\_\_\_\_\_  
~~Javier Magdaleno~~ Patty Anderson,  
SEIU Local 721  
General Unit Representative