# MOORPARK CITY COUNCIL
# AGENDA REPORT

**TO:** **Honorable City Council**

**FROM:** **Deborah S. Traffenstedt, Assistant City Manager** DST
**by: Teri Davis, Senior Management Analyst**

**DATE:** **August 5, 2015 (CC Regular Meeting of 8/19/15)**

**SUBJECT:** **Consider Memorandum of Understanding with Service Employees International Union CTW, CLC, Local 721 for Fiscal Year 2015-16**

## BACKGROUND AND DISCUSSION

The City's prior one-year Memorandum of Understanding (MOU) with Service Employees International Union (SEIU), Local 721, expired on June 30, 2015. A new MOU is proposed to extend through the end of Fiscal Year 2015-16, 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 Local 721 on August 3, 2015, concurring with the proposed amendments.

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

- **Article 3, General Unit** – Various Competitive Service position titles have been updated in Article 3 of the MOU as well as in other articles of the MOU to match the current position titles included in the City's adopted Salary Plan and Classification Plan.

- **Article 6, Sections 601 and 607** – Section 601 of the MOU includes a 1.0% cost–of-living salary adjustment effective July 1, 2015. This salary increase is consistent with the adopted Fiscal Year 2015-16 Budget. In Section 607, the City is agreeing to conduct a total compensation salary study. The City last conducted a salary survey in 2013; however, since that time salary and benefit changes have been implemented by other public agencies, including those related to pension reform. An example of a change in salary that needs to be surveyed includes salary increases that have been negotiated in lieu of the agency continuing to pay the employee's share of the CalPERS retirement benefit contribution. The information learned from this proposed survey may be considered for subsequent negotiations with the Union, but will not affect any salary proposal for the current fiscal year.

- **Article 7, Section 701** – The 2014 monthly family rate for the CalPERS PERS Choice medical insurance Preferred Provider Organization (PPO) plan was retained for the purpose of calculating the City's maximum medical insurance contribution

amount for employees. The 2016 PERS Choice PPO rate decreased in comparison to the 2014 rate, while other medical insurance plans increased in cost (including the HMO plans), so using the 2014 PERS Choice PPO family rate for determining the City's maximum contribution retains the same contribution amount as was provided for the 2013-14 and 2014-15 fiscal years.

- **Article 8, Sections 802 and 803E** – Section 802 was revised to ensure there is no conflict with the new Paid Sick Leave law (California Labor Code Sections 245-249) effective in 2015. Section 803.E from the prior MOU was retained and updated to again permit a cash out of up to 20 hours of annual leave for full-time employees with a minimum accumulated leave balance of not less than 60 hours (and 16 hours of cash out and a balance of not less than 45 hours for regular part-time employees).

- **Article 11, Section 1104** – This section was updated to clarify with an example of when an employee on leave without pay would not receive holiday pay.

- **Article 14, Section 1403** – Section 1403 was revised to clarify consistency with the new Paid Sick Leave law and the Affordable Care Act.

- **Article 14, Section 1406 -** This section describes updates that are required to the City's Personnel Rules. Most of the Personnel Rules update language has been retained from the prior MOU, because the update has not been completed. The new language for Section 1406 is on pages 27 and 28 of the attached draft MOU. Staff will bring back an amendment of the Personnel Rules on a subsequent agenda.

Staff is requesting that the City Council approve the new MOU for the time period from July 1, 2015, through June 30, 2016, and authorize the City Manager to sign the MOU with the final language to be approved by the City Manager.

## FISCAL IMPACT

A 1.0% cost-of-living salary increase is proposed, and was previously discussed and incorporated into the adopted Fiscal Year 2015-16 Budget. The overall estimated cost for the 1.0% salary increase for Competitive Service employees is estimated to be approximately $21,500. The new MOU retains a cash-out of up to 20 hours of annual leave for employees with a specified balance of accumulated annual leave. Due to the leave balance requirements, not all employees will be eligible for this benefit. The cash out will increase costs for this fiscal year; however, the liability to pay for accumulated annual leave will be reduced by an equivalent amount.

**STAFF RECOMMENDATION**

Approve the new MOU for the time period from July 1, 2015, through June 30, 2016, subject to City Manager final language approval and authorize the City Manager to sign the new MOU.

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, 2014~~5~~, up to and including Midnight, June 30, 2015~~6~~.

**Sec. 102** **SUCCESSOR MOU:** For negotiation of a successor to the 2014~~5~~-2015~~6~~ MOU, Local 721 shall provide to the City Manager during the period of March 1, 2015~~6~~, through June 1, 2015~~6~~, or March 1 through June 1 of any year after 2014~~5~~, 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 I and II
Associate Planner I and II
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 I and II
Irrigation Specialist
Laborer/Custodian IV
Maintenance Specialist
Maintenance Worker I, II, and III
Office Assistant I, II, and III
Public Works Technician
Recreation Assistant
Recreation Coordinator I
Recreation Leader IV
Senior Maintenance Worker
Teen Coordinator
Vector/Animal Control Technician I and II

**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** **CALPERS CLASSIC MEMBER RETIREMENT BENEFIT:** For Competitive Service employees defined by the California Public Employees Retirement System (CalPERS) as a "Classic Member", the City shall pay the employee CalPERS retirement contribution, not to exceed seven percent (7%) of base salary and maintain the current level of benefits during the term of this MOU, which includes the following:

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 CalPERS Classic retirement benefits, pursuant to Government Code Section 20636(c) and California Code of Regulations Section 571(a)(1).

**Sec. 502** **CALPERS NEW MEMBER RETIREMENT BENEFIT:** For new Competitive Service employees hired by the City of Moorpark on or after January 1, 2013, and defined by CalPERS as a "New Member", the CalPERS retirement benefit will comply with the requirements of Assembly Bill 340 approved by the Governor on September 12, 2012 (Public Employees Pension Reform Act), Government Code Sections 7522-7522.74, and as may be subsequently amended.

**Sec. 503** **RETIREMENT HEALTH SAVINGS BENEFIT FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2014**: This retirement benefit applies only to regular full-time and regular part-time employees hired prior to January 1, 2014. For those employees hired prior to January 1, 2014, who are eligible for the grandfathered retirement health savings benefit described in this section, the benefit will be paid at the time of voluntary separation from employment for retirement from the City's retirement system (CalPERS), subject to years of service eligibility. In order for a regular full-time or regular part-time employee hired prior to January 1, 2014, to be eligible for the retirement health savings benefit, the employee must have worked no less

than 15 years (180 months) of cumulative service with the City of Moorpark, to receive a payment of $75.00 for each full month of service into the employee's 457 deferred compensation account, and no less than 20 years (240 months) of cumulative service with the City of Moorpark, to receive a payment of $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. The payment would be made upon City verification of the submittal of a CalPERS retirement application and following the eligible employee's last day of employment with the City.

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 (paid by check or electronic deposit) upon approval of the City Manager.

## ARTICLE 6

## SALARY PLAN AND COMPENSATION

**Sec. 601** **SALARY PLAN ADJUSTMENT:** Effective ~~with the paycheck dated~~ July 1~~8~~, 2014~~5~~, 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 increase.

**Sec. 602** **OVERTIME EXEMPT:** There are no Local 721 represented positions that are exempt from the payment of overtime.

**Sec. 603** **OFF-DUTY PHONE CALLS/TEXT MESSAGES:** Employees who receive work related telephone calls or text messages, including the time to make related return telephone calls or text messages, before normal scheduled work hours, after having left work at the end of their normal scheduled work hours, and/or on weekends that are not normal scheduled work hours, and/or on 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 spent reading a text message and including time worked making related return calls or responding to a text message, with the exception that two or more calls or text messages 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 or text message 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 and text messages 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 annual leave and City holidays, 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 annual leave and City holidays, 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 FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2015:** Regular full-time and part-time employees hired by the City of Moorpark prior to January 1, 2015 will be eligible for longevity pay as a grandfathered benefit, subject to reaching the required cumulative months of service 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%)

Any longevity pay granted pursuant to this Section, shall be effective as of the first day of the pay period in which the anniversary date occurs. 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.

**Sec. 607** **SALARY SURVEY:** City agrees to use its best efforts to conduct a total compensation salary study and present said study to Local 721 by March 1, 2016. City agrees to consult with Local 721 concerning benchmark positions and agencies to be included in the study, but there is no requirement to meet and confer on any matters relating to preparation of the salary survey.

## 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 for employee and dependents, 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, 2014~~5~~, through June 30, 2015~~6~~, Medical Insurance Cafeteria Plan:** The City shall continue a cafeteria plan (Section 125 Premium-Only Plan) for medical insurance. Beginning July 1, 2014~~5~~, through June 30, 2015~~6~~, the City's contribution for each employee shall consist of a medical insurance allowance totaling $1,402.10, which is an amount equivalent to ninety percent (90%) of the 2014 monthly family rate for the CalPERS PERS Choice medical insurance Preferred Provider Organization (PPO) plan for the Los Angeles, San Bernardino and Ventura Area, 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). 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 and eligible dependents, 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, including the Affordable Care Act. 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, as established by a written administrative procedure approved by the City Manager or his/her designee. 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 annual 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 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 annual 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 shall work the days and hours approved by the City Manager and their Department Head.

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~~ require 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~~ Irrigation Specialist, Maintenance Specialist, Public Works Technician, and Senior Maintenance Worker classifications, with the exception 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 Assistant I and II; Administrative Specialist; Assistant Planner ~~I and II~~; Associate Planner I and II; Code Compliance Technician I and II; Community Development Technician; Community Services Technician; Crossing Guard Supervisor; Deputy City Clerk I and II; Executive Secretary, Facilities Technician; Human Resources Assistant; Human Resources Specialist; Information Systems Technician I and II; Irrigation Specialist; Laborer/Custodian IV; Maintenance Specialist; Maintenance Worker I, II, and III; Public Works Technician, 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 I and II.

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. Annual Leave Accrual: Section 13.5 of the Personnel Rules will 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).

E. During Fiscal Year 2014~~5~~-2015~~6~~, a regular full-time employee with an accumulated Annual Leave balance of not less than sixty (60) hours may elect a one-time cash out of up to twenty (20) hours of Annual Leave, and a regular part-time employee with an accumulated Annual Leave balance of not less than 45 hours may elect a one-time cash out of up to sixteen (16) hours of Annual Leave, for either the first pay period beginning in September 2014~~5~~ or first pay period beginning in March 2015~~6~~. Such cash-out request must be submitted in writing by an employee using a City Personnel Action Form (PAF) with documentation attached from the Finance Department showing the employee's accumulated leave balance.

## 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 annual leave, but not 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 Administrative Specialist, Deputy City Clerk I and II, Human Resources Specialist, Human Resources Assistant, and Information Systems Technician I and II 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 accumulated compensatory time or annual 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 ninety (90) days after the last class session. Reimbursement will be made to the employee within two (2) 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 (6) 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) 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, 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 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 on both the work day before and after a City holiday shall not receive holiday pay. For example, an employee on leave without pay on the Friday preceding and the Tuesday following a Monday holiday would not receive holiday pay for the Monday holiday.

## 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 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, 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. Thereafter, the list of unit representatives shall be updated and provided to the City Manager within three (3) business days of any changes occurring.

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, or leave without pay (when there is no accumulated compensatory time or annual 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. Use of City land line phones between Local 721 and represented employees is permitted subject to the personal use restrictions of any written administrative procedure for City phone use approved by the City Manager. No use of City cell phones between Local 721 and represented employees is permitted.

**Sec. 1204** **PAYROLL DEDUCTIONS:** It is mutually agreed that the City will deduct membership dues or a representation service fee from the pay of Local 721 represented employees each pay period, in the amounts certified annually to be current and correct by the Regional Director of Local 721. Union membership deductions shall only be made from those employees who individually request in writing on the form specified by the City, that such

membership deductions shall be remitted by the City to Local 721. This membership deduction authorization shall remain in full force and effect until revoked in writing by the employee or until the employee terminates City employment. Such deduction shall be made only when the employee's earnings for a pay period are sufficient after any other legally required deduction(s) are made.

Local 721 agrees to fully indemnify the City and its officers, employees and agents against any and all claims, proceedings, and liability arising directly or indirectly out of any action taken by or on behalf of the City under this section, and to reimburse the City for its costs in defending against any such claims, proceedings, or liability.

**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.

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. In conformance with Government Code 3502.5(a), 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. The representation service fee shall not reflect expenditures which a court of competent jurisdiction has determined to be non-chargeable, including political contributions to candidates and parties, members only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. All General Unit employees shall be subject to the terms of this section 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 representation service 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 each pay period.

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 or represented by Local 721, 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 also be provided annually to the City Manager, City of Moorpark, 799 Moorpark Avenue, Moorpark, CA 93021, prior to implementation of any representation fee increase.

Local 721 shall make available annually to General Unit employees required to pay an Agency Shop representation service fee under this arrangement, at its expense, a notice of Local 721's computation of chargeable and non-chargeable expenses, the procedure to object and obtain an advance rebate of non-chargeable expenditures, and their right to object to the payment of certain union expenses and an escrow and administration appeals procedure for challenging the amount of the fee that complies with the requirements of applicable law. A copy of such notice shall also be provided annually to the City Manager at the same time as is provided to General Unit employees required to pay an Agency Shop representation service fee. For the term of this MOU, the City will not make any change in the deduction amount for the Agency Shop representation service fee, unless the required notice is provided in compliance with the requirements of applicable law and this MOU.

Local 721 herein agrees to fully indemnify the City and its officers, employees and agents 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 for 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. Purchase of the uniform clothing shall be done on an employee's own time.

B. For the Code Compliance Technician I and II; ~~Senior Maintenance Worker; Vector/Animal Control Specialist; Vector/Animal Control Technician I and II;~~ Crossing Guard Supervisor; Facilities Technician; Irrigation Specialist; Laborer/Custodian IV; Maintenance Specialist; Maintenance Worker I, II, and III; Public Works Technician; Senior Maintenance Worker; Vector/Animal

Control Specialist; and Vector/Animal Control Technician I and II; and other classifications determined by the City Manager based on work assignments, 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. Purchase of the work boots shall be done on an employee's own time.

**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. Accrued annual leave for regular part-time employees shall be no less than the amount required by the Paid Sick Leave law (California Labor Code Sections 245-249).

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 and the Affordable Care Act (ACA), 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, and as may be required by the ACA. Regular part-time employee and dependent

health insurance coverage will be made available by City as may be required by the ACA.

**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** **REVISIONS TO 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. 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 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.

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 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 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 class of positions, provided the employee has previously held regular status in such lesser classification in any department, 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 as provided in Section 10.7. Retreat rights shall prevail only 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 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.

K. Section 4.12.2 of the Personnel Rules will be revised ~~for a one-year trial period beginning August 1, 2014, through July 31, 2014,~~ to be consistent with the following:

**Section 4.12.2.** **Standby Premium Pay:** Should an employee be placed on standby duty between the hours of 10 p.m. and 6:00 a.m. (standby period), such employee shall be compensated twenty dollars ($20.00) for each assigned standby period. Standby duty assigned at any other time of day shall be compensated for actual time on call at the rate of $2.00 per hour, which shall be calculated to the nearest one-quarter hour of assigned standby duty. Actual time worked as a result of a callback to duty shall be paid in accordance with Section 4.12.1. No employee shall be paid an hourly rate for callback and standby simultaneously. Employees who fail to or refuse to respond to phone calls when assigned to standby duty shall not receive standby pay for that assigned shift. Employees standby hours shall not constitute hours worked under the Fair Labor Standards Act.

Standby duty requires that employees so assigned:

1. Be readily reachable at all times when on standby duty by a City cell phone if provided or employee cell phone or home phone.
2. Refrain from activities which might impair the employee's ability to perform their assigned duties.
3. Be ready while on standby duty to respond to call back duty within a thirty (30)-minute response time to the employee's primary worksite.

Standby duty pay does not apply when a City's Emergency Operations Center has been activated and an employee may be assigned to a work shift other than his/her regular shift.

L. All applicable Sections of the Personnel Rules will be revised to be consistent with the Affordable Care Act as may be required.

M. All applicable Sections of the Personnel Rules will be revised to be consistent with provisions of California's Paid Sick Leave Law ( Labor Code Sections 245-249) and Kin Care Law (Labor Code Sections 233-234) as may be required.

N. Language will be added to the Personnel Rules and Moorpark Administrative Procedure CM-16 (Time Sheets and Personnel Action Forms) to clarify that time worked and use of accumulated leave by Competitive Service employees shall be recorded daily on the City's time sheet in time increments of no less than a quarter-hour (15 minutes), and if rounding is required at the end of a work day for an increment of time worked or leave used of less than a quarter-hour increment, seven (7) or fewer minutes shall be rounded down and eight (8) or more minutes shall be rounded up.

**Sec. 1407** **BACKFLOW PREVENTION DEVICE TESTER CERTIFICATION.** An Irrigation Specialist, Maintenance Specialist, Maintenance Worker III, Senior Maintenance Worker, or other employee with a similar classification approved by the City Manager, who has a valid Backflow Prevention Device Tester certification and maintains such, may be approved by the City Manager in writing by August 1 of each fiscal year to 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, department director, or other City Manager designee 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 July __, 2014~~4~~5, following ratification by the City Council at a regular meeting on ~~July 2~~August 19, 2014~~4~~5.

**ON BEHALF OF THE CITY:**

_____
Steven Kueny, City Manager

ATTEST:

_____
Maureen Benson
City Clerk

**ON BEHALF OF LOCAL 721:**

_____
Pamm Fair, SEIU Local 721
Coordinator/Negotiator

_____
Leonardo Mendez, SEIU Local 721
General Unit Representative

_____
Patty Anderson, SEIU Local 721
General Unit Representative

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