

RESOLUTION NO. 25-4868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING, ADOPTING AND IMPLEMENTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA SUPERVISORS' ASSOCIATION FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Murrieta ("City") endeavors to recruit and retain the most qualified and talented employees to serve its citizens; and

WHEREAS, the compensation and benefits offered by the City to its employees are designed to aid in the City's employee recruitment and retention efforts; and

WHEREAS, Section 36506 of the California Government Code requires that the City Council of the City fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, the most recent Memorandum of Understanding ("MOU") between the City and the Murrieta Supervisors' Association ("MSA"), adopted by City Council Resolution No. 23-4706 covering the period July 1, 2022 through June 30, 2024 ("MSA MOU 2022-24") expired June 30, 2024; and

WHEREAS, the City and MSA met and conferred in good faith and reached a Tentative Agreement on a fair and equitable package of total compensation for a successor MSA MOU for the period July 1, 2024 through June 30, 2027 ("Tentative Agreement"), pursuant to the Meyers-Milias-Brown Act ("MMBA") (Government Code sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the members of the MSA voted to ratify the Tentative Agreement, and the labor representatives of the City and the MSA executed the Tentative Agreement for a successor MSA MOU 2024-27; and

WHEREAS, the City Council approved the Tentative Agreement for a successor MSA MOU 2024-27 between the City and the MSA on September 3, 2024, through adopting Resolution No. 24-4784, which provided for changes to employee compensation and benefits pending drafting, approval, and adoption of a successor MSA MOU; and

WHEREAS, the City and MSA met and conferred in good faith pursuant to the terms of the Tentative Agreement and Resolution No. 24-4784 regarding drafting the successor MSA MOU for the period July 1, 2024, through June 30, 2027, pursuant to MMBA Section 3505.1 and the City's Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the City and MSA have prepared and executed the successor MSA MOU for the period July 1, 2024, through June 30, 2027, subject to City Council approval, adoption, and implementation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The successor MSA MOU for the period July 1, 2024, through June 30, 2027, a fully executed copy of which is attached hereto as Exhibit A, is approved, adopted, and implemented effective July 15, 2025.

Section 3. The City Manager is hereby authorized and directed to implement the provisions of the MSA MOU for the period July 1, 2024, through June 30, 2027, including the resulting changes to employee compensation and benefits not previously implemented by the Tentative Agreement.

Section 4. The City Clerk shall certify the adoption of this resolution effective July 15, 2025.

PASSED, APPROVED, AND ADOPTED this 15th day of July 2025 by the City Council of the City of Murrieta, State of California.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4868 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 15th day of July 2025, and was signed by the Mayor of said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF MURRIETA AND MURRIETA SUPERVISORS' ASSOCIATION



JULY 1, 2024, TO JUNE 30, 2027

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA SUPERVISORS’ ASSOCIATION
FOR THE PERIOD JULY 1, 2024, TO JUNE 30, 2027

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA SUPERVISORS' ASSOCIATION
FOR THE PERIOD JULY 1, 2024, TO JUNE 30, 2027**

SECTION 1 - ADMINISTRATION

ARTICLE 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding but not limited to matters relating to wages, hours, and terms and conditions of employment between employees represented by the MURRIETA SUPERVISORS' ASSOCIATION (hereinafter referred to as the "ASSOCIATION") represented by the negotiations team and the CITY OF MURRIETA (hereinafter referred to as the "CITY") represented by management and the Murrieta City Council members.

ARTICLE 1.02 RECOGNITION

The CITY has recognized the ASSOCIATION as the exclusive representative bargaining agent for employees assigned to the positions recognized in Exhibit A.

ARTICLE 1.03 IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Murrieta following the ratification of the MOU by the members of the ASSOCIATION. However, this MOU is of no force or effect unless or until adopted by resolution of the City Council.

ARTICLE 1.04 MANAGEMENT RIGHTS

The ASSOCIATION recognizes the prerogative of the CITY and the City Manager to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authority, which the CITY has not officially abridged, delegated, or modified by this MOU, and such powers or authority are retained by the CITY. These management rights include, but are not limited to the following:

- A. To utilize personnel, set hours of work and work schedules, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the CITY.
- C. To maintain the efficiency of governmental operations.

- D. To hire, schedule, promote, transfer, assign, train, or retrain employees in positions within the CITY including determining the procedures and standards of selection for employment and promotions.
- E. To suspend, demote, discharge, or take other appropriate disciplinary action against the employee for just cause.
- F. To determine the size and composition of the workforce and to lay off employees. Lay-off actions shall be implemented based upon the recognized lay-off procedure.
- G. Determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the workforce and allocate and assign work by which the CITY operations are to be conducted.
- H. To establish and enforce dress and grooming standards.
- I. To determine the content of job classifications.
- J. To establish and modify productivity and performance programs and standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.
- K. To determine methods of financing.
- L. To exercise complete control and discretion over its organization and the technology of performing its work.
- M. To determine the mission of the CITY and the methods and means necessary to efficiently fulfill the mission, including the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; and the utilization of students, part-time employees, and/or contractors.
- N. It is understood by the parties that every incidental duty is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
- O. The ASSOCIATION recognizes that the CITY has statutory rights and obligations in contracting for matters relating to CITY operations. The right of contracting or subcontracting is vested in the CITY including, but not limited to, the exercise of said contracting and subcontracting rights in the event of an emergency or essential public need or where it is not economical for CITY employees to perform said work.
- P. The CITY retains the right to establish reasonable work rules of conduct. Any dispute with respect to these work rules shall not be subject to arbitration of any kind, but any dispute with respect to the reasonableness of the application of said rules may be subject to the grievance and arbitration procedures as set forth in this MOU.

- Q. Any dispute with respect to MANAGEMENT RIGHTS shall not in any way be subject to arbitration.

ARTICLE 1.05 EMPLOYEE RIGHTS

It is agreed that each individual employee shall have the following rights, which they may exercise in accordance with applicable laws, ordinances, rules, and regulations:

- A. The right to form, join, and participate in activities of the ASSOCIATION for the purpose of representation on matters of their employee relations with the CITY, or not to join or participate in the activities of any organization or association.
- B. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisors, other employees, or employee organizations with respect to their membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- C. Other than regarding the meet and confer process, ASSOCIATION members may be represented by an individual/entity of their choice.

ARTICLE 1.06 TERM OF MOU

The term of this MOU shall be July 1, 2024, through June 30, 2027. Negotiations for a successive term shall begin as mutually agreed upon by the CITY and the ASSOCIATION.

ARTICLE 1.07 REOPENER

Should economic conditions change significantly, positively, or negatively, either the CITY or the ASSOCIATION reserves the right to reopen negotiations. In the event this option is exercised, the CITY or the ASSOCIATION shall submit written notice to the other party requesting a meeting and outlining the specific issues to be discussed.

The CITY may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including as to both, but not limited to, plan benefits or structure, CITY or employee contributions, and/or opt-out amount or requirements) in order to avoid penalties or taxes under the Affordable Care Act ("ACA") or another statutory scheme by the Internal Revenue Service ("IRS") or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

ARTICLE 1.08 SEVERABILITY CLAUSE

Should any provision of this MOU, or any application thereof, be made unlawful by virtue of any federal, state, or local law and/or regulation, including judicial decisions of a court of competent jurisdiction, such provision shall be ineffective but shall not affect the enforceability of the

remainder of the MOU. In all other respects, the provisions of this MOU shall continue in full force and effect for the term thereof.

ARTICLE 1.09 ASSOCIATION ACTIVITY

A. MEETINGS

The CITY shall allow paid release time to public agency employee representatives of the ASSOCIATION and its represented employees in the following instances:

1. Meeting and conferring with the CITY with respect to wages, hours, and terms and conditions of employment. The ASSOCIATION shall advise the CITY, in writing, of its authorized representatives for this purpose. The ASSOCIATION may designate up to three (3) employees each calendar year. Such designated employees, acting as authorized representatives for the ASSOCIATION, shall be paid their regular salary and suffer no loss in pay or benefits for the release time spent in meeting and conferring with the CITY during their regular work hours, including time spent in caucuses during the negotiations. No payment will be made for any time spent outside of the employee's normal workday.
2. Testifying or appearing as the designated representative of the ASSOCIATION in conferences, hearings, or other proceedings before PERB, or an agent of PERB, in matters relating to a charge filed by the ASSOCIATION against the CITY or by the CITY against the ASSOCIATION. Only one (1) CITY employee may be a designated representative of the ASSOCIATION for purposes of paid release time under this provision.
3. Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission or in grievance and/or disciplinary matters. Only one (1) CITY employee may be a designated representative of the ASSOCIATION for purposes of paid release time under this provision.
4. ASSOCIATION members shall be granted one (1) hour of paid release time per year to attend an annual membership meeting.
5. All ASSOCIATION members shall be provided paid release time to attend MOU ratification meetings not to exceed three (3) per year if such meetings are scheduled during their normal work shift.
6. ASSOCIATION Board members shall be granted paid release time for up to six (6) ASSOCIATION Board meetings per calendar year.
7. ASSOCIATION negotiating members shall each be entitled to up to one (1) hour of paid release time before each meet-and-confer session and one-half (1/2) hours

of paid release time after each meet-and-confer session for preparation and discussions.

8. No more than two (2) representatives of the ASSOCIATION at any one time having business with the officers and individual members of the ASSOCIATION may confer with such officers or members during the course of the workday for a reasonable length of time provided that such activities do not impede the operation of the CITY.

ASSOCIATION Board, ratification, and membership meetings may be held on CITY property using CITY meeting facilities, subject to availability. Five (5) calendar days advance notice shall be given to Human Resources for membership, ratification, and ASSOCIATION Board meetings when release time is involved. In all instances described above where paid release time is to be used, it must first be requested in writing by the employee and approved in writing by their supervisor/Department Director before being used.

B. MEET AND CONFER

The ASSOCIATION shall advise the CITY, in writing, of its authorized representatives for the purpose of meeting and conferring with the CITY with respect to wages, hours, and terms and conditions of employment.

The ASSOCIATION may designate up to three (3) employees each calendar year. Such designated employees, acting as authorized representatives for the ASSOCIATION, shall be paid their regular salary and suffer no loss in pay or benefits for the release time spent in meeting and conferring with the CITY during their regular work hours, including time spent in caucuses during the negotiations. No payment will be made for any time spent outside of the employee's normal workday.

C. BULLETIN BOARDS

The CITY shall provide space on a bulletin board at City Hall and permit the use of the same for ASSOCIATION announcements. A reasonable amount of time will be allowed for members of the ASSOCIATION to post ASSOCIATION notices. All notices shall be posted by an authorized representative of the ASSOCIATION and shall relate to the following ASSOCIATION matters:

1. Recreational and social affairs and/or discounts
2. Membership meetings
3. Elections and/or appointments
4. Committee reports

5. Rulings or policies
6. Judicial and quasi-judicial decisions affecting the unit, such as the results of fact-finding, grievances, etc.
7. Any other material authorized by the City Manager or designee

Notices and announcements shall not contain anything political or controversial or anything negatively reflecting upon the CITY, any of its employees or officers, or any labor organization among its employees, and no material, notices, or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by the City Manager or designee prior to posting.

- D. ASSOCIATION notices, logos, and decals shall not be permitted on any CITY property or equipment except as provided for in Article 1.09(C).
- E. A reasonable amount of time will be allowed members on duty to vote in ASSOCIATION elections and referendums, provided, however, that on-duty personnel shall not be allowed to leave their assigned duty stations.

ARTICLE 1.10 NOTICE REQUIREMENTS

- A. In any case, when the CITY determines to reclassify the position of an ASSOCIATION member in a manner that will decrease the number of ASSOCIATION members who are represented or eligible for membership by the ASSOCIATION, Human Resources shall notify the ASSOCIATION in writing of the change at least thirty (30) days prior to the proposed effective date of the change.

B. REPORTING REQUIREMENTS

1. Human Resources shall notify the ASSOCIATION's designated representatives via email by no later than ten (10) days after the completion of a Personnel Action Form ("PAF"), when an ASSOCIATION-represented employee is hired, promoted within the bargaining unit, reclassified within the bargaining unit, leaves the bargaining unit, or receives a salary advancement.

Excluding new hires, the only information the CITY is required to provide to the ASSOCIATION, due to the processing of such PAF, is the employee's first/last name, employee identification number, type of status change (i.e., promotion, reclassification, separation from service, salary advancement, etc.), new status (i.e., new job title, new salary step, etc.), and effective date of the change.

For each new hire, the CITY shall provide the ASSOCIATION with all of the information required in Article 1.10(B)(2) below within thirty (30) days of hire, or by the first pay period of the month following hire.

2. The CITY shall provide the ASSOCIATION with an updated employee list the first week of the month in January, May, and September of each year.

The list shall include the following information on each employee:

- First and Last Name
- Employee Identification Number
- Date of Hire
- Job Title
- Home Address
- Home Mailing Address (if different)
- Home Phone Number
- Personal Cell Phone Number (if known)
- Personal E-Mail Address (if on file)
- Department
- Work Address
- Work Phone Number
- Salary Anniversary Date
- Salary Step
- Rate of Pay

The lists shall be submitted in a usable electronic format, preferably Excel, to the three (3) employee representatives who have been designated under Section 1.14(C) of this MOU and the ASSOCIATION's designated labor consultant/representative (if any).

C. NEW EMPLOYEE ORIENTATION

Except when unforeseen events require less notice, the CITY shall provide no less than ten (10) days advance written notice by email to the three (3) employee representatives who have been designated under Section 1.14(C) of this MOU and the ASSOCIATION's designated labor consultant/representative (if any) of any new employee orientation which includes new hires in this unit. One (1) representative from the ASSOCIATION shall be permitted to meet with each new hire, for no more than twenty (20) minutes of paid work time, at the conclusion of the orientation.

ARTICLE 1.11 LABOR-MANAGEMENT COMMITTEE

The CITY and ASSOCIATION agree to maintain the Labor-Management Committee (“LMC”). Each party shall appoint no less than two (2) members and no more than four (4) members to the LMC. The LMC shall meet on an ad hoc basis, but no more than once every three (3) months unless mutually agreed to otherwise, at a mutually convenient time and place to informally discuss any matters pertinent to maintaining good employer-employee relations. Both parties agree and understand that the LMC is only advisory in nature. Each party shall advise the other at least two (2) working days prior to such meeting of the subject matters they wish to discuss. Employees shall not lose any compensation or benefits for attendance at LMC meetings conducted during regular work hours.

SECTION 2 – COMPENSATION

WAGES

ARTICLE 2.01 COMPENSATION

A. SALARY INCREASE

1. FY 2024/25.

- a. Effective September 8, 2024, the base pay of all represented employees is increased by four percent (4%).
- b. Effective September 8, 2024, the base pay of Public Safety Dispatcher Supervisor is increased by an additional equity adjustment of one percent (1%), not to be compounded with the 4% COLA.

2. FY 2025/26.

Effective with the pay period starting June 29, 2025, employees shall be granted a Cost-of-Living-Adjustment (“COLA”) in base salary equivalent to the lesser of either four percent (4%) or the percentage change of the 2024 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area. If the CPI-U percentage change is negative, then the COLA shall be zero percent (0%).

3. FY 2026/27.

Effective with the pay period starting June 28, 2026, employees shall be granted a Cost-of-Living-Adjustment (“COLA”) in base salary equivalent to the lesser of either the percentage change of the 2024 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area, or the percentage change, year-over-year between audited fiscal years 2023/24

and 2024/25, in Recurring Revenue of the City's primary Operating Funds (as previously defined by the City in negotiations), but not to be less than two (2%) nor exceed four percent (4%), with the assumption that the sum of the combined positive change in fund balance of the aforementioned funds is at least the value of the cost of the COLA. If the CPI-U percentage change is negative or the change in Recurring Revenue is below zero percent (0%), then the COLA shall still be two percent (2%)."

B. SALARY ADVANCEMENT

Advancement between salary steps will occur as follows:

- If hired at Step A, upon successful completion of the first six (6) months of the initial twelve (12) month probationary period.
- Annually upon the employee's anniversary date until reaching the maximum salary step for their classification.

Salary advancement is based upon merit with satisfactory job performance. Annual performance evaluations shall be due based upon the employee's anniversary date of appointment to their current classification. Merit increases shall be effective on the first day of the pay period immediately following the employee's anniversary date. If an employee does not receive a performance evaluation within the time required, any merit increase that is awarded after the evaluation is conducted shall be made and paid retroactively to the employee's anniversary date.

ARTICLE 2.02 TEMPORARY ASSIGNMENT PAY

As a result of vacancies, leaves of absence, or other reasons, it may be necessary to temporarily reassign the duties of an authorized position to another employee. When such an assignment requires the employee to assume substantial additional duties which are outside the scope of the employee's regular assignment for a period in excess of 14 consecutive calendar days, the employee shall be entitled to a salary adjustment to reflect the new duties. The following shall apply in these instances:

- A. Approval required. Upon the recommendation of the Department Head and with the approval of the City Manager, an employee may temporarily be assigned to a higher-level classification to perform duties, provided that:
1. The higher-level position is vacant and is approved by the City Manager for new or continued staffing.
 2. The employee is called upon to perform a substantial amount of the duties of the higher-level position, and the duties for the higher-level position are outside the scope of the employee's current classification as determined by the City Manager and the Department Head.

3. The vacancy is expected to continue for at least thirty (30) consecutive calendar days but not longer than one (1) calendar year, and

4. The employee possesses the minimum qualifications to perform the work of the higher-level position.

- B. Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of approximately five (5) percent or the “A” step of the salary range of the higher-level position, whichever is greater, for the duration of the temporary assignment beyond the first thirty (30) days. Such an assignment shall not extend beyond one hundred eighty (180) calendar days without the approval of the City Manager.

ARTICLE 2.03 SPANISH LANGUAGE PAY

The CITY has established a bilingual program that provides an additional two and one-half percent (2.5%) of base pay for eligible members of the ASSOCIATION who are fluent in the Spanish language. The number of members to be eligible shall be determined by the CITY and shall be based upon the CITY’s needs. To become qualified, an employee must be certified by the City Manager and or their designee after the employee passes a verbal conversation examination established by the CITY in cooperation with the ASSOCIATION.

ARTICLE 2.04 SHIFT DIFFERENTIAL

Public Safety Dispatch Supervisors shall receive a shift differential equal to five percent (5%) of base salary for hours worked during the 1800-0600 hours shift.

ARTICLE 2.05 COURT TIME

The incumbent within the Public Safety Dispatch Supervisor position shall receive court time compensation at a rate of time and one-half with a two-hour minimum for the length of his/her tenure as the Public Safety Dispatch Supervisor.

ARTICLE 2.06 UNIFORM/BOOT ALLOWANCE

- A. All unit employees in the positions listed below shall be provided with an annual uniform allowance in the amount of \$800. Payment shall take place on the first payday in January each year. The CITY will not provide extra payment for clothes or uniform items damaged, regardless of fault. Classifications covered by this provision include:

Code Enforcement Supervisor
Public Safety Dispatch Supervisor
Police Records Supervisor

- B. All unit employees in the positions listed below shall wear boots that meet Occupational Safety and Health Administration (OSHA) guidelines for foot protection and safety.

Boots will be purchased by the CITY in an amount not to exceed \$300 per fiscal year per eligible employee. Classifications covered by this provision include:

Maintenance Manager
Maintenance Supervisor
Public Works Inspection Supervisor
Parks Maintenance Superintendent

- C. Boots must comply with the American Society for Testing and Materials (“ASTM”) or the American National Standards Institute (“ANSI”) standards required for the work to be performed by the employee. Eligible employees may purchase ASTM/ANSI-compliant work boots using their personal funds at a store or vendor of their choosing. Employees are not required to have the CITY or its representatives purchase the work boots directly for the CITY employee.
- D. Upon the Department Head or designee’s verification of the purchase of ASTM/ANSI compliant work boots, the CITY shall reimburse eligible employees for the purchase, repair, and maintenance of the work boots, not to exceed \$300 per fiscal year.
- E. The purchase of shoelaces, inserts, and liners for work boots is considered repair and/or maintenance of the eligible employee’s work boots and may be purchased and reimbursed pursuant to this policy. The purchase of such shoelaces, inserts, and liners will be counted towards the \$300 maximum reimbursement per fiscal year. Socks are expressly excluded from this reimbursement policy.
- F. Eligible employees may be reimbursed for more than one pair of ASTM/ANSI compliant approved work boots per fiscal year, provided the amount does not exceed the maximum reimbursement of \$300 during the same fiscal year.
- G. Eligible employees may submit multiple requests for work boot reimbursement during the same fiscal year as long as they have not reached the maximum reimbursement of \$300 per fiscal year.
- H. Eligible employees are responsible for any amount of purchase of work boots and/or shoelaces, inserts, and liners in excess of \$300 per fiscal year and shall not be reimbursed above the agreed upon \$300 per fiscal year limitation.
- I. Boot purchase, repair, and/or maintenance expenses will be reimbursed to eligible employees by submitting a completed request for reimbursement with receipt(s) to their department. The department is then tasked with reporting/inputting the request to Finance, who will review the record and supporting documents for completeness and accuracy before processing a check to the employee.

- J. Eligible employees who fail to purchase their work boots and/or shoelaces, inserts, and liners within the fiscal year will not be eligible to roll any of the \$300 amount forward to the following fiscal year.
- K. Employees are prohibited from returning the work boots and/or shoelaces, inserts, and liners for reimbursement from the vendor after they have received reimbursement from the CITY. Any employee found to be abusing the above reimbursement process may be subject to disciplinary action, up to and including termination of employment.

ARTICLE 2.07 OVERTIME

All ASSOCIATION members shall be compensated at time and one-half based on their normal 40-hour rate when called upon to work emergency overtime on an incident for which the CITY is reimbursed at time and one-half by an outside agency such as FEMA or the California Office of Emergency Services.

All non-exempt employees shall be compensated at time and one-half based on all hours worked beyond the 40-hour week. Overtime must be approved in advance by the employee's immediate supervisor. The employee could elect to have the compensation in pay or accumulate compensatory time at the rate of time and one-half.

Incumbents in the position of Police Records Supervisor currently eligible to receive overtime pay will continue to do so while remaining in their current positions. In determining the eligibility for overtime pursuant to the FLSA, the use of paid leave time as time off during an FLSA-designated work period shall be considered "hours worked" for purposes of determining FLSA eligibility for overtime.

Employees who earn Compensatory Time in lieu of overtime may accrue such leave time up to a maximum of eighty (80) hours at any given time.

Twice each year (in June & December), employees who have accrued compensatory hours may request to cash out all or a portion of these accrued hours. Requests must be made in writing to the Finance Department through the chain of command. Maximum cash out in any leave year shall be eighty (80) hours. Starting with calendar year 2025, the cash-out of comp time leave must be irrevocably designated in writing the amount to be cashed out in the year preceding the cash-out. Cash-out is at the employee's rate of pay at the time paid and must have been accrued at the time of designation and cannot be used for any other purpose. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.

ARTICLE 2.08 RETURN TO WORK PAY

All non-exempt employees who are required to return to duty during off-duty time shall receive a minimum of two (2) hours of pay at time and one-half (1.5) based on their hourly rate.

ARTICLE 2.09 ON-CALL PROGRAM

Due to the special requirements of public safety staffing, the CITY will establish an on-call program for the CAD/RMS Administrator and Police Dispatch Administrative Supervisor classifications to be compensated at \$200 per week. Dispatch Supervisors are also included and will be paid \$50 for each day assigned to on-call and an additional \$35 if on-call is a CITY holiday. If the Dispatch Supervisors are called back to work, they will be paid for actual straight time/overtime worked.

Information Technology positions represented by the ASSOCIATION will be scheduled on a rotational basis with one primary and one secondary individual identified. Those employees working in the primary or secondary on-call spot will receive \$200 per week when designated as on-call by the department director or designee. For each holiday included in an on-call period, the affected employee shall receive an additional \$35.

The CITY agrees to re-open negotiations in the second year of the contract to discuss exempt employees assigned on-call (IT/CAD Administrators). Employees will document the volume of calls to demonstrate the number of hours that they are working above and beyond the administrative leave that is provided in lieu of overtime.

ARTICLE 2.10 TOTAL COMPENSATION

In order to attract and retain qualified employees, the CITY has endeavored (but is not mandated) to maintain salaries and benefits that are comparable in the local market.

- A. DEFINITION. The combination of salaries and benefits is known as total compensation. CITY and ASSOCIATION agree that total compensation shall consist of salary, shift differential, insurance premiums (medical, dental, vision, life, long-term disability, short-term disability, worker's compensation, FICA), leave accruals (Holiday, Administrative), Tuition Reimbursement, Uniform Allowance, contributions to Cafeteria Plan and/or section 125 plan, PERS contributions, and court pay.
- B. COMPARABLE CITIES. CITY and ASSOCIATION agree that, when collecting information regarding total compensation, the following cities will be surveyed: Carlsbad, Chino, Corona, Escondido, Hemet, Indio, Menifee, Oceanside, Redlands, and Temecula.
- C. The parties acknowledge that during all meet and confer processes regarding successors to this MOU, each reserves unto itself the option of proposing changes in the total compensation definition in paragraph A, above, and/or in the definition of "comparable cities," in paragraph B, above. The CITY agrees to a joint task force with ASSOCIATION for data purposes only to study total comp and comparable agencies and any proposed equity base compensation adjustments.

ARTICLE 2.11 LONGEVITY PAY

At 15 years of continuous service, an employee will receive 2% of their base pay as longevity pay. At 20 years of continuous service, an employee will receive an additional 3% of their base pay.

ARTICLE 2.12 DISPATCH SUPERVISOR SPECIALTY PAYS

The Dispatch Supervisors assigned to the positions of Administrative Dispatch Supervisor (working title), Emergency Medical Dispatch Coordinator, and Communications Training Officer Supervisor shall receive, in addition to their regular monthly pay, compensation at the rate of five percent (5%) of the employee's actual base salary per month, during the period of such assignment. The ASSOCIATION may present during the term of this MOU other situations where similar special assignments are made that may warrant similar consideration by the CITY for such specialty pay.

ARTICLE 2.13 P.O.S.T. CERTIFICATE PAY

Dispatch Supervisors possessing an intermediate P.O.S.T. certificate shall receive \$75 per month. Dispatch Supervisors possessing an advanced P.O.S.T. certificate shall receive \$150 per month. Dispatch Supervisors possessing a supervisory P.O.S.T. certificate shall receive \$175 per month.

These are an either/or non-stackable benefit. Effective September 8, 2024, this pay shall be provided to the employee starting the first full pay period following the employee's submittal of proof of valid and current certification. In addition, to remain eligible for this pay, the employee must maintain their certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following the expiration of the certification.

ARTICLE 2.14 CALPERS REPORTABILITY

The City makes no representation as to whether any of the compensation or payments in this MOU are subject to CalPERS service credit or pensionable income. Any determination by CalPERS not to fully credit the compensation and/or service time provided under this MOU is outside of the City's control.

BENEFITS

ARTICLE 2.15 HOLIDAYS

- A. CITY employees shall be eligible for holidays as prescribed in this section of this MOU.
- B. The approved CITY holidays shall be as follows:
 - 1) New Year's Day
 - 2) Martin Luther King Jr. Day
 - 3) Presidents' Day

- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Veterans Day
- 8) Thanksgiving Day
- 9) The day after Thanksgiving
- 10) Christmas Eve Day
- 11) Christmas Day
- 12) New Year's Eve Day
- 13) One (1) Floating Holiday

- C. Holiday Value: The hour value for each holiday shall be equivalent to the employee's authorized work schedule (e.g., if the holiday falls on a regularly scheduled eight (8) hour workday, the value of the holiday leave is eight (8) hours. If the holiday falls on a regularly scheduled nine (9) hour workday, the value of the holiday leave is nine (9) hours. If the holiday falls on a regularly scheduled ten (10) hour workday, the value of the holiday leave is ten (10) hours. If the holiday falls on a regularly scheduled twelve (12) hour workday, the value of the holiday leave is twelve (12) hours).
- D. Procedure if Holiday Falls on Saturday or Sunday: For Saturday Holidays, facilities that are normally closed on Saturday will be closed to the public on the preceding Friday, with applicable City employees observing the holiday on Friday. Facilities normally open on Saturday will observe the holiday on the actual date (Saturday).

For Sunday holidays, facilities that are normally closed on Sunday will be closed to the public on the following Monday, with applicable City employees observing the holiday on Monday. Facilities normally open on Sunday will observe the holiday on the actual date (Sunday).

- E. Procedure for Work Schedule Changes: Should an employee's authorized work schedule (e.g., 5/8, 9/80, 4/10, or 3/12) be changed, resulting in a change in regular hours worked (e.g., 8, 9, 10, or 12), the hour value of holidays will be adjusted for any holidays remaining after the schedule change.
- F. Holiday Leave Bank:
- 1. Employees will be provided holiday leave hours on the first payday in July. Employees on a traditional 5/8 work schedule will receive one hundred (100) hours of holiday leave. Employees on a 9/80 work schedule will receive one hundred twelve and one half (112.5) hours of holiday leave. Employees on a 4/10 work schedule will receive one hundred twenty-five (125) hours of holiday leave. Employees on a 3/12 work schedule will receive one hundred fifty (150) hours of holiday leave. An employee's holiday leave bank shall be reduced by the number

of hours taken for each holiday or observed holiday.

2. Employees are required to use holiday leave each time a CITY-authorized holiday or observed holiday falls on a day when the employee would normally be scheduled to work.
 3. Holiday leave bank hours may be used only after the holiday or observed holiday has occurred unless the City Manager has granted an exception. The Floating Holiday may be used as paid leave at any time during the same fiscal year in which it was credited to the employee's holiday leave bank. Such time must be scheduled in advance and approved by the Department Head with consideration given to sufficient staff being available to continue the efficient operation of the department.
 4. Holidays, excluding the Floating Holiday, occurring during a Leave without Pay are not earned or vested. An employee on leave without pay for the entire fiscal year will not earn the Floating Holiday for that same year. Unearned holiday hours will be deducted from the employee's Holiday leave Bank.
 5. Any Holiday leave Bank hours that are not used by the last day of the last full pay period in June shall be cashed out on the final payday in June. Public Safety Dispatch Supervisors can cash out up to eighty (80) hours of unused holiday leave hours on the first payday in June and December each year. Starting with calendar year 2025, Public Safety Dispatch Supervisors can only cash-out Holiday leave after first irrevocably designating in writing the amount of leave to be cashed out in the year preceding the cash-out. Cash-out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.
- G. Employees Required to Work on Holiday: Employees who work on the actual or observed holidays listed in Article 2.14(B) shall not have their holiday bank hours reduced and shall be paid at the rate of time and one-half for all hours actually worked on those holidays. Employees who work a partial day, defined as fewer hours than the employee's normal workday, shall be paid at the rate of time and one-half for all hours actually worked on those holidays and shall have their holiday bank reduced by the number of hours necessary to cover the difference in the number of hours of their regular shift if any. An employee who works both an observed and actual holiday shall only be eligible for holiday pay on one (1) such date and shall only receive the holiday leave value for one holiday.

Dispatch Supervisors are normally required to work on approved holidays because they work in positions that require scheduled staffing without regard to holidays, they accrue holiday "bank hours" or "credits" to be used at a later date, and they are permitted under this MOU to cash out any unused holiday "bank hours" or "credits" accrued. Accordingly,

the City shall report such Dispatch Supervisor cash-outs under these circumstances and meeting these criteria as reportable compensation to CalPERS to the extent that CalPERS permits it, but no other represented employees cashing out such holiday hours per CalPERS rules and regulations. [See CalPERS Circular Letter 200-064-14 and CalPERS Circular Letter 200-019-20, interpreting Rule 571 and the Government Code.]

- H. Procedure if Holiday Falls on Regular Day Off: If an actual or observed holiday occurs on a day that is the employee's regular day off and the employee is not required to work (on either the actual or observed date), their holiday bank hours shall not be reduced. The employee will be able to use the full holiday or half-day holiday leave hours at another time.
- I. Employees beginning employment during the fiscal year will start with a prorated Holiday Leave Bank. Hours will be credited in accordance with the employee's authorized work schedule for each City authorized holiday that has not yet occurred.
- J. Employees separating employment with the CITY during the fiscal year will receive payment for unused holiday leave only for holidays that have already occurred and been earned, including the Floating Holiday, if the employee has not yet used them. Payroll will audit the holiday leave bank and make adjustments on the final paycheck if necessary.

ARTICLE 2.16 INSURANCE AND RETIREMENT BENEFITS

The CITY contracts with the California Public Employees' Retirement System ("CalPERS") to participate in the Public Employees Medical and Hospital Care Act ("PEMHCA"). Government Code § 22892 requires monthly minimum employer contributions ("MEC") for health premiums to allow enrollment in PEMHCA.

The MEC is statutorily adjusted and set by CalPERS each calendar year. (The monthly MEC per employee is \$149 for 2022 and \$151 for 2023)

A. MEDICAL INSURANCE

The CITY shall fund a Section 125 Cafeteria Plan on behalf of each employee in the following contribution amounts, which include the MEC:

- Effective January 1, 2024, the total monthly contribution shall be \$1,747.83 per month.
- Effective January 1, 2025, the total monthly contribution shall be \$1,891.28 per month.
- The parties agree to reopen this MOU when the new 2026 and 2027 health premium rates are published to discuss increases in City contribution for January 1, 2026, and January 1, 2027.

The employee will pay any additional cost based on their chosen plan coverage.

Up to \$833.43 of the monthly Cafeteria Plan health contribution may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable Cafeteria Plan expenditures, such as medical premiums, Flexible Spending Account contributions, Dependent Care FSA, or taken as a taxable cash payment (limited to the following provisions).

Taxable Cash Payment (cash-in-lieu of health care):

1. Employees hired on or before September 30, 2019, who elected and received cash-in-lieu for Plan Year 2019 (Tier 1) shall be allowed to maintain the benefit in effect at the time (up to \$688.28). Should such an employee reduce or eliminate the cash-in-lieu benefit amount in future years, such election will be final (i.e., it cannot be increased or reinstated in the future, though the employee can elect to reduce the benefit further until it is eliminated).
2. Any employee hired on or before September 30, 2019, who did not elect cash-in-lieu for Plan Year 2019 shall not be eligible for the cash-in-lieu benefit.
3. New employees hired on or after October 1, 2019, shall not be eligible to receive the cash-in-lieu benefit.
4. Employees who take the Taxable Cash Payment are required to review and execute the CITY's Medical Insurance Opt-Out and Eligible Opt Out Arrangement Attestation form that certifies that they have been offered health insurance coverage by the CITY and knowingly and voluntarily opt out of same based upon qualifying alternate coverage and also understand the taxable consequences of receiving the cash-in-lieu payment.

B. RETIREE MEDICAL

As allowed by law, employees retiring from the CITY who choose to continue their CalPERS health insurance upon retirement are eligible to receive the following benefit based on their hire date with the CITY. The retiree may also select plan coverage for all eligible dependents. The retiree will be responsible for paying any additional costs based on their chosen plan coverage.

1. Prior to January 1, 2008:

For employees hired prior to January 1, 2008, the CITY shall pay an amount not to exceed a total of eight hundred thirty-three dollars and forty-three cents (\$833.43) per month.

The CITY shall pay the monthly MEC and make a monthly contribution to a Retirement Health Savings Plan ("RHS") on behalf of each eligible retiree. The amount of the CITY's contribution to the RHS (\$705.43 for 2017 and \$700.43 for 2018) shall be the difference between the eight-hundred thirty-three dollars and forty-three cents (\$833.43) and the amount of the most current MEC.

2. January 1, 2008, through July 14, 2014 (with a minimum of 10 years CITY service):

For employees hired on and after January 1, 2008, and before July 15, 2014, and who thereafter retire from CITY service with a minimum of ten (10) full years of CITY service, the CITY shall pay an amount not to exceed a total of three hundred and sixty dollars (\$360.00) per month, up to the date of retiree's eligibility to receive Medicare.

Until the retiree is eligible to receive Medicare, the CITY shall pay the monthly MEC and make a monthly contribution to a Retirement Health Savings Plan ("RHS") on behalf of each eligible retiree. The amount of the CITY's contribution to the RHS (\$232.00 for 2017 and \$227.00 for 2018) shall be the difference between the three hundred and sixty dollars (\$360.00) and the amount of the most current MEC.

Upon the retiree's eligibility to receive Medicare, the CITY shall only pay the amount of the most current MEC. The CITY shall no longer contribute to the RHS on behalf of the retiree.

3. January 1, 2008, through July 14, 2014 (with less than 10 years of CITY service):

For those employees hired on and after January 1, 2008, and before July 15, 2014, and who thereafter retire from CITY service with less than ten (10) full years of CITY service, the CITY shall only pay the amount of the most current MEC. The CITY shall not make any contributions to an RHS on behalf of the retiree.

4. On or after July 15, 2014:

For employees hired on or after July 15, 2014, and who thereafter retire from CITY service, the CITY shall only pay the amount of the most current MEC. The CITY shall not make any contributions to an RHS on behalf of the retiree.

C. DENTAL AND ORTHODONTIC INSURANCE

The CITY agrees to provide a dental and orthodontic benefits plan. The CITY shall pay one hundred percent (100%) of the monthly premium payments for each employee and the employee's eligible dependents.

D. VISION INSURANCE

The CITY agrees to provide a vision plan. The CITY shall pay one hundred percent (100%) of the monthly premium payments for each employee and the employee's eligible dependents up to a maximum of thirty-nine dollars and fifty-two cents (\$39.52).

E. LIFE INSURANCE

The CITY agrees to provide life insurance coverage in the amount equal to the employee's annual salary, up to a maximum of one hundred and fifty thousand dollars (\$150,000.00) through an insurance company selected by the CITY. The CITY shall pay one hundred percent

(100%) of the full monthly premium for said life insurance on behalf of each employee. Employees may opt to purchase additional life insurance at a cost to be paid by the employee.

F. LONG-TERM DISABILITY

The CITY agrees to provide long-term disability insurance coverage through an insurance company selected by the CITY. The CITY shall pay one hundred percent (100%) of the full monthly premium for said insurance coverage on behalf of each employee.

G. SHORT-TERM DISABILITY

The CITY agrees to provide short-term disability insurance coverage through an insurer selected by the CITY. The CITY shall pay one hundred percent (100%) of the full monthly premium for said insurance coverage on behalf of each employee.

H. FLEXIBLE SPENDING ACCOUNTS

The CITY has established a Flexible Spending Account ("FSA") to allow employees to make pre-tax deductions from their earnings for the purposes of reimbursement by a third-party administrator for eligible healthcare and dependent care expenses. Employees are also allowed to make pre-tax deductions from their earnings for the purpose of paying their employee contributions for health insurance premiums. The CITY will pay all administrative costs for this program.

I. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

1. Employees hired prior to December 30, 2012:

Effective July 1, 2007, the CITY amended its CalPERS retirement contract in accordance with Section 21354.5 of the Public Employees' Retirement Law to provide a 2.7% at age 55 (One-Year Final Compensation) retirement benefit formula for represented employees. The CITY shall pay the full employer cost for his benefit. Effective September 9, 2012, employees who receive this retirement benefit formula will pay the entire eight percent (8%) of the employee portion of the CalPERS retirement contribution.

2. Employees hired on or after December 30, 2012:

Effective December 30, 2012, the CITY amended its CalPERS retirement contract in accordance with Section 21353 of the Public Employees' Retirement Law to provide a 2% at age 60 (Three-Year Final Compensation) retirement benefit formula for represented employees hired on or after December 30, 2012. Effective January 1, 2013, this benefit only applies to employees hired who are, by CalPERS definition, a "Classic Member". The term Classic Member is an individual who entered into membership with CalPERS or a reciprocal retirement system on or before December 31, 2012, and who does not meet the definition of a "New Member" in Government Code (GC) Section 7522.04(f). Employees who receive this retirement benefit formula will pay the entire seven percent (7%) of the employee portion of the CalPERS retirement contribution.

Effective January 1, 2013, under the Public Employee's Pension Reform Act of 2013 (PEPRA) the CITY will provide a 2% at age 62 (Three-Year Final Compensation) retirement benefit formula for represented employees hired as a "New Member" on or after January 1, 2013. The CalPERS definition of a New Member means any of the following: 1. An individual who becomes a member of CalPERS for the first time on or after January 1, 2013. 2. An individual who is not subject to reciprocity (under GC 7522.02(c)). 3. An individual who was an active member of CalPERS or a reciprocal retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. A New Member will pay 50% of the normal cost rate for their defined benefit plan which was six and one-half percent (6.5%) as of January 1, 2013.

3. CalPERS 1959 Survivor Benefit:

Effective November 7, 2004, the CITY agrees to provide the fourth level 1959 Survivor Benefit to represented employees. The CITY shall pay the employer's administrative costs for said benefit, and the employee shall pay his or her share of the monthly cost for said program.

4. Effective November 7, 2001, the CITY amended its contract with the California Public Employees Retirement System to provide Military Service Credit as Public Service (GC Section 21024). Under this amendment, employees must pay the costs of purchasing their service credit.

ARTICLE 2.17 DEFERRED COMPENSATION MATCH

For those employees participating in a CITY-sponsored deferred compensation program, the CITY shall contribute a matching amount to the employee's account on a dollar-for-dollar basis, not to exceed two thousand four hundred dollars (\$2,400.00) per year, effective September 8, 2024.

ARTICLE 2.18 TUITION REIMBURSEMENT PROGRAM

After twelve (12) months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution. Effective September 8, 2024, the maximum reimbursable amount shall be three thousand five hundred dollars (\$3,500.00) per employee per fiscal year (with a lifetime cap of fourteen thousand dollars (\$14,000.00)) for allowable expenses as outlined in the CITY's Tuition Reimbursement Policy. Reimbursement will be made provided: pre-approval was obtained; courses are satisfactorily completed; appropriate proof of successful completion is submitted to Human Resources; courses of instruction will enable the employee to perform their present duties more effectively or will prepare them for future opportunities which they could reasonably expect a promotion or transfer to at the CITY; the hours of instruction for the course do not conflict with the employee's regularly scheduled work day; and reimbursement is limited to a maximum of two courses per semester or quarter.

Repayment of Tuition Reimbursement:

Employees are required to pay back a pro-rated amount of the tuition reimbursement received if the employee voluntarily separates from employment with the City within three (3) years of receiving such reimbursement. The repayment amount shall equal the remaining pro-rated portion of the compensation received. For example, an employee would be required to pay back half (1/2) of the compensation received if the employee voluntarily separates eighteen (18) months after receiving tuition reimbursement. The repayment may be deducted from the employee's final check or leave cash-out with the written agreement of the employee.

ARTICLE 2.19 CELL PHONE ALLOWANCE

Employees are covered by the City's Mobile Communication Device Allowance Policy at benefit levels of \$15 per pay period, \$18.47 per pay period, or \$27.70 per pay period, as applicable.

SECTION 3 – HOURS

ARTICLE 3.01 LEAVES

All applicable leave accruals (e.g., annual) are calculated and credited to each employee based upon an eight (8) hour workday. All leave hours taken shall be based upon the length of a given employee's workday (e.g., 8 hrs., 9 hrs., 10 hrs., 12 hrs.) and charged against the applicable accrued leave balance. In the event that City-wide policies are adopted, the parties agree to revisit removing the adopted City-wide policies from the successor MOU.

A. JURY LEAVE

Employees who are called for jury service in any court in the State of California or in the United States shall be granted a paid leave of absence to serve as a juror.

An employee summoned to and serving on jury duty shall submit evidence of the summons to the employee's supervisor and may be absent from duty with full pay. The employee shall be entitled to retain the pay received for jury duty as partial or full reimbursement for the additional expenses associated with jury duty, with no additional reimbursement by the CITY.

B. MILITARY LEAVE

Military leaves of absence shall be governed by the provisions of the Military and Veterans Code §395 et seq.

C. STATUTORY LEAVE

It is the intent of the CITY to comply fully with all statutory leave provided by law, including but not limited to the Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), Pregnancy Disability Leave ("PDL"), and the Family School Partnership Act (Labor Code §230.8). Nothing in this MOU is intended to restrict employees' rights to statutory leave under these laws.

D. BEREAVEMENT LEAVE

1. Immediate Family. For purposes of determining Bereavement Leave, the term “immediate family” is defined as spouse, domestic partner, child, parent, sibling, and grandparents; the aforementioned, either natural, legally adopted, step or in-law, or any person over whom the employee acts as the legal guardian, or a verifiable current member of the employee’s immediate household. The CITY and the ASSOCIATION further agree that the definition of immediate family shall include an ex-spouse if the employee is escorting dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.

2. Travel Less Than 300 Miles. Upon the death of an immediate family member whose memorial/burial services occur within less than 300 miles from the CITY, an employee may use up to three (3) work shifts of paid Bereavement Leave not chargeable to any other leave and an additional two (2) work shifts of any other leave or of unpaid leave for a total of five (5) work shifts.

3. Travel More Than 300 Miles. Upon the death of an immediate family member whose memorial/burial services occur 300 miles or more from the CITY, an employee may use up to five (5) work shifts of paid Bereavement Leave, not chargeable to any other leave.

4. Other Terms and Conditions of Use. Bereavement Leave must be completed within three (3) months of the immediate family member’s death and may be intermittent leave, and is not required to be used in consecutive amounts. Intermittent leave shall equate to the number of equivalent hours that constitute the employee’s normal work shifts as of the date the Bereavement Leave is first requested. Employees are required to provide documentation to the CITY of the immediate family member’s death within thirty (30) days of the first day of use of Bereavement Leave. “Documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The CITY shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the CITY regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary or as required by law.

E. REPRODUCTIVE LOSS LEAVE

Employees who have been employed by the CITY for at least thirty (30) days may take up to five (5) work days of reproductive loss leave following a reproductive loss event. Employees who experience more than one reproductive loss event within a twelve (12) month period may take up to five (5) work days off for each reproductive loss up to a maximum of twenty (20) work days of reproductive loss leave within a twelve (12) month period. Employees may take the leave following their own reproductive loss event or that of another person, if the employee would have been the parent of the child born or adopted.

Definitions

A reproductive loss event is any of the following:

1. Miscarriage;
2. Stillbirth;
3. Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason;
4. Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails; or
5. Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer.

Other Terms and Conditions

Employees may take the leave on consecutive work days, or can elect to use the leave on non-consecutive work days. The leave must be completed within three (3) months of the reproductive loss event. However, if prior to or immediately after a reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, leave under the California Family Rights Act, and/or any other leave entitlement under state or federal law, the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

Employees must provide reasonable advance notice of the need for the leave to their supervisor, unless advance notice is not feasible. If advance notice is not feasible, the employees should notify their supervisor as soon as possible of the need for the leave. The CITY may require documentation of the qualifying reproductive loss event.

The employee may elect to use accrued, available Annual Leave and/or Compensatory Time for the reproductive loss leave; otherwise the leave is unpaid.

F. CRIME VICTIMS LEAVE

Employees who are victims of certain crimes or who have certain relationships with the victim of certain crimes may take time off work under the following circumstances:

1. Type 1 Crime

- (a) The crime must be a violent or serious felony as defined by law, or a felony provision of law proscribing theft or embezzlement;
- (b) the employee must be the victim of the crime, or the employee must be an immediate family member, a registered domestic partner, or a child of a registered domestic partner who is the victim of the crime; and
- (c) The absence from work must be in order to attend judicial proceedings related to the crime.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, and stepfather. A registered domestic partner means a domestic partner who is registered in accordance with California state law.

2. Type 2 Crime

- (a) The employee, or the employee's spouse, parent, child, sibling, or guardian must be a victim of any of the following offenses as defined by the Penal Code and/or Vehicle Code and identified in California Labor Code section 230.5. "Victim" is defined as suffering direct or threatened physical, psychological, or financial harm as a result of the following offenses.
 - (1) vehicular manslaughter while intoxicated
 - (2) felony child abuse likely to produce great bodily harm or death
 - (3) assault resulting in the death of a child under eight years of age
 - (4) felony domestic violence
 - (5) felony physical abuse of an elder or dependent adult
 - (6) felony stalking
 - (7) Solicitation for murder
 - (8) Serious felony
 - (9) Hit-and-run causing death or injury
 - (10) Felony driving under the influence causing injury
 - (11) Sexual assault

- (b) The employee requests time off work to appear in court to be heard at any proceeding (including any delinquency proceeding) involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which the right of the victim (the employee, or the employee's spouse, parent, child, sibling, or guardian) is at issue.

Notice of the Need for the Time Off /Leave

The employee must notify their supervisor of the need for the time off work at least fourteen (14) calendar days in advance of the date on which the employee intends to take time off work to attend the judicial proceeding, when practical. If fourteen (14) calendar days advance notice is not reasonably possible, employee should notify their supervisor as soon as reasonably possible in advance of the absence. The employee's notice to the supervisor should include the documentation/certifications described below if possible. If advance notice of the absence is not feasible, the employee must provide to their supervisor the documentation/certification below within a reasonable period of time after the employee's absence from work.

For time off for a Type 1 Crime, the employee must provide to their supervisor documentation of the scheduled court proceeding either before taking the time off work or within a reasonable time after the absence from work. Such documentation is typically a notice given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office.

For time off for a Type 2 Crime, the employee must provide their supervisor with appropriate certification either before taking time off work or within a reasonable time after the absence from work. Appropriate certification may include: (a) a police report indicating that the employee was a victim of the a crime that falls within the Type 2 Crime definition above; (b) a court order protecting or separating the employee from the perpetrator of the offense or other evidence from the court or prosecuting attorney that employee has appeared in court; or (c) documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from a Type 2 Crime.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available Annual Leave and/or Compensatory Time to cover the time absent from work; otherwise, the time off/leave will be unpaid.

G. LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, OR CERTAIN CRIMES

Employees who are victims of domestic violence, sexual assault, and/or stalking, or a crime that caused physical injury, or caused a mental injury and threat of physical injury,

and employees whose immediate family member is deceased as a direct result of a crime are eligible for time off work for the following purposes:

1. To seek medical attention for the injuries caused by the crime or abuse;
2. To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
3. To obtain psychological counseling related to an experience of crime or abuse;
4. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; and
5. To obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.

For purposes of this section, the term “crime” is defined, as set forth in Section 13951 of the California Government Code, to mean a crime or public offense that would constitute a misdemeanor or a felony and regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

Notice of the Need for the Time Off/Leave

An employee needing the time off work for any of the above purposes shall notify Human Resources as soon as reasonably possible in advance of the employee’s intention to take the time off from work, unless advance notice is not feasible. When the employee does not provide advance notice of the intent to take the time off from work, the employee must provide, within a reasonable period of time after the absence, a certification to Human Resources. The certification may be:

1. A police report indicating that the employee was a victim;
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse;
3. Evidence of the employee’s court appearance;
4. Documentation from a licensed medical professional, domestic violence/sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse; or
5. Other reasonable evidence that reasonably verifies a crime or abuse occurred, or that the absence was for a qualifying reason.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available Annual Leave and/or Compensatory Time off to cover the time absent from work; otherwise the time off/leave will be unpaid. Nothing in this section creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is permitted by, the federal Family and Medical Leave Act (29 U.S.C. sect. 2601, et seq.).

H. SCHOOL ACTIVITIES TIME OFF/LEAVE

Employees, who are a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children in kindergarten, or grades 1 through 12, or attending a licensed child care provider/facility, are eligible to use up to forty (40) hours of time off work each year for qualifying school/licensed child care provider activities (described below) and subject to the conditions below. Any unused time does not roll over to the following year.

1. Qualifying School/Licensed Child Care Provider Activities

An eligible employee may take time off work for the following reasons:

- (a) to find, enroll, or re-enroll his/her child in a school or with a licensed child care provider;
- (b) to participate in activities of his/her child's school or licensed child care provider; and/or
- (c) to address a school or childcare provider emergency, which means that the employee's child cannot remain in a school or with a childcare provider due to:
 - (1) the child's behavioral or discipline problems;
 - (2) the closure or unexpected unavailability of the school or child care provider (excluding planned holidays); or
 - (3) a natural disaster, including but not limited to, fire, earthquake, or flood.

An employee cannot use more than eight (8) hours of time off in any calendar month (out of the forty (40) hours available each year) for the reasons in paragraphs 1(a) and/or (b).

If more than one eligible employee seeks planned time off work for the same child/children and qualifying school/licensed child care provider activity, and the employees work at the same worksite, the first employee at that worksite to request the time off will receive the time off. After the CITY makes the determination

concerning who made the request first, the other employee(s) at the same worksite will only receive the time off if it is approved subsequently by their supervisor.

2. Notice of the Need for the Time Off Work/Absence

For time off work for school/licensed child care provider activities under paragraphs 1(a) and/or (b) above, an employee must provide notice to their supervisor of the need for time off work at least fourteen (14) calendar days in advance of the need for the time off. When fourteen (14) calendar advance notice is not reasonably possible, the employee must notify their supervisor of the need for the time off as soon as reasonably possible in advance of the time off.

When the time off work is for an emergency, as defined in paragraph 1(c) above, the employee must notify their supervisor as soon as possible before taking the time off work, if reasonably feasible. If such notice before taking the time off work is not reasonably feasible, the employee must provide the notice to the supervisor as soon as reasonably possible thereafter.

Upon the CITY's request, employees must provide to the CITY written verification from the school or licensed child care provider that the employee engaged in a qualifying school/licensed child care provider activity on a particular date and time.

3. Use of Accrued, Available Paid Leave to Cover the Time Off Work/Absence

When an employee takes time off work for a planned absence for an above qualifying reason, the employee must use accrued, available Annual Leave and/or Comp Time to cover the time off work, and any remaining amount of time off not covered by the accrued, available Annual Leave and/or Comp Time shall be unpaid. For an unplanned time off work/absence due to an emergency as defined above, the employee can elect to use accrued, available Annual Leave and/or Comp Time in order to receive pay for all or part of the time off work. Otherwise, any time off work not covered by Annual Leave and/or Comp Time shall be unpaid.

Employees who are a parent or guardian of a child suspended from school may take time off to comply with the school's request, under California Education Code section 48900.1, that the employee attend the child's school. Prior to taking the time off for this purpose, the employee shall notify their supervisor as soon as reasonably possible, and, if feasible, at least fourteen (14) calendar days before the date of the school attendance date, and provide to the employee's supervisor a copy of the school's request. The employee's time off from work will be unpaid, unless the employee elects to use accrued, available Annual Leave and/or Comp Time for the work absence.

I. ANNUAL LEAVE

1. All employees covered by the terms and conditions of this MOU shall accrue Annual Leave per the following schedule:

Years of Service	Annual Accrual	Maximum Accrual
1 to 3 years	168 hours per year	594 hours
4 to 6 years	192 hours per year	594 hours
7 to 10 years	216 hours per year	594 hours
11 to 15 years	232 hours per year	594 hours
16+ years	272 hours per year	594 hours

2. The maximum amount of scheduled Annual Leave time which may be taken shall be thirty (30) working days in a fiscal year unless used for sick leave purposes. Additional Annual Leave for exceptional situations may be granted on a case-by-case basis by the City Manager.
3. A minimum of eighty (80) hours of leave (a combination of Administrative, Annual, or Floating Holidays) must be used each fiscal year by the employee.
4. Annual Leave may be accrued up to a maximum of five hundred and ninety-four (594) hours. When this maximum amount is reached, the employee will no longer accrue additional Annual Leave. Annual Leave accruals will re-commence in the pay period in which the use of Annual Leave reduces the balance below the maximum allowed. It is incumbent upon the employee to manage their accrued annual time off so as not to exceed the maximum amount of five hundred and ninety-four (594) hours.
5. Represented employees who have a balance of at least one hundred and sixty (160) hours of Annual Leave and have used a minimum total of eighty (80) hours of Annual Leave in the past fiscal year can cash out a maximum of fifty (50) hours of Annual Leave on the first payday in June and December each year. Starting with calendar year 2025, cash-out of annual leave must be irrevocably designated in writing the amount of leave to be cashed out in the year preceding the cash-out. Cash-out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.
6. Earned and accrued Annual Leave, not being taken as sick leave, may be taken before the completion of the first year of service with the approval of the City Manager or designee.

Earned and accrued Annual Leave may be taken for the purpose of sick leave after the completion of ninety (90) days of CITY service and does not require City Manager

approval. See Section 3.01(F) below for requirements related to the use of Annual Leave as sick leave.

7. Holidays falling within the scheduled Annual Leave period shall not be considered as part of an employee's Annual Leave. Should a holiday be declared during an employee's Annual Leave period, an equivalent number of Holiday Leave Bank hours will be used instead of Annual Leave. Illness occurring during a scheduled Annual Leave period shall not be considered as unscheduled (sick) leave.
8. Any employee who is eligible for Annual Leave benefits and terminates their employment with the CITY will be paid for any unused Annual Leave hours.
9. Use of Annual Leave in excess of eighty (80) consecutive hours, excluding usage for qualified sick leave, will require the City Manager's approval.

J. SICK LEAVE

1. Personal Sick Leave:

When an employee is absent from work due to personal illness, injury, a health-related reason (such as the diagnosis, care, or treatment of a health condition), or preventative care, said leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank).

2. Family Sick Leave:

When an employee is absent from work, or needs a leave of absence due to an illness, injury, or health-related reason (such as the diagnosis, care, or treatment of a health condition) or preventative care of a qualified family member, said leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank).

For the purpose of Family Sick Leave, a qualified family member means the employee's: child (includes any age or dependency status, or for whom the employee is a legal ward or stands in loco parentis), parent (includes the person who stood in loco parentis of the employee as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling.

3. Other Statutory Use:

Leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank) to cover an absence for an employee who is a victim of domestic violence, sexual assault, or stalking to:

- (a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).
- (b) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

4. Medical Certification:

In the event of sick leave absences due to personal illness or injury, which exceeds three (3) consecutive workdays, the Department Head or Human Resources may require a physician's statement indicating the employee's fitness to return to work.

5. Sick Leave Bank:

- A. All sick leave hours which were accumulated since the employee's date of hire up to and including the pay period ending July 6, 1996, were frozen and placed in a Sick Leave Bank for each eligible employee. This Sick Leave Bank shall remain available for the employee's use during their employment for qualifying absences for illnesses, injury, preventative healthcare, or any other reason allowed by law for the use of sick leave which results in an absence of one (1) day or more.
- B. At the time of an employee's resignation, employees shall be eligible to receive a payment of fifty percent (50%) of the unused Sick Leave in their Sick Leave Bank at the employee's current rate of compensation. Employees retiring from the CITY will receive the value of fifty percent (50%) of the unused Sick Leave in their Sick Leave Bank at the employee's current rate of compensation which will be deposited directly into a Retirement Health Savings account. The remaining accumulated but unused sick leave hours cannot be used for any purpose other than CalPERS service credit for employees who are retiring.

K. ADMINISTRATIVE LEAVE

Each employee will accrue Administrative Leave at the rate of 2.3077 hours per pay period for up to a maximum of sixty (60) hours per year.

Employees separating from service with the CITY will be compensated for all accumulated but unused hours of Administrative Leave. Payment shall be made at the employee's current rate of compensation.

Employees are allowed to sell back up to twenty (20) hours of accumulated but unused hours of Administrative Leave each fiscal year, payable on the first payday in June. Payment shall be made at the employee's current rate of compensation. Starting with calendar year 2025, cash-out of Administrative Leave must be irrevocably designated in writing the amount of leave to be cashed out in the year preceding the cash-out. Cash-

out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.

Employees who are eligible for overtime will not receive Administrative Leave.

L. LEAVE OF ABSENCE WITHOUT PAY

In the event an employee has exhausted all paid leave accruals, an employee may be allowed a Leave of Absence Without Pay for a period not to exceed six (6) months. This can be initiated by a written request from the employee or a family representative if the employee is unable to make the request. The request shall be directed to the employee's Department Head, who will forward it with a written recommendation to the City Manager for review and approval. The City Manager's decision to approve or deny the request shall be final in all cases.

During such Leave of Absence Without Pay, no credits for Annual Leave and Holidays will be accrued, and the employee will be excluded from all other compensation and fringe benefits. However, the employee may, at their own discretion and cost, take advantage of the Consolidated Omnibus Budget Reconciliation Act ("COBRA") program so that applicable health benefits may continue.

M. DISABILITY LEAVE

1. Workers' Compensation Leave:

When an employee is unable to work due to an accepted work-related injury, the employee shall receive Total Temporary Disability (TTD) benefits as provided by law. For sixty (60) workdays, the CITY shall pay the employee the difference between their regular base salary and the amount of the TTD payment. Any partial day off will count as a full day towards the sixty (60) days. Beyond the sixty (60) workdays of TTD, the employee shall have the option of using accumulated Annual Leave to supplement the TTD, provided the combined amount received from TTD and the supplement does not exceed one hundred percent (100%) of the employee's base salary.

During a pay period wherein an employee is supplementing their TTD with accrued Annual Leave, the employee will continue to accrue all paid leave and benefits at their normal rate. This supplement shall be, at a minimum, equal to the employee's bi-weekly accrual rate.

2. Non-Industrial Disability Leave:

When an employee is unable to work due to a non-industrial illness or injury, the employee shall have the option to use accumulated paid leave to cover the period of absence.

During a pay period wherein an employee is on paid leave for any portion thereof, the employee will continue to accrue all paid leave and benefits at their normal rate. In the event an employee is no longer in a paid status for any portion of a pay period, then the provisions of a Leave of Absence Without Pay in Article 3.01(H) will apply.

ARTICLE 3.02 WORK SCHEDULES

The CITY's standard work schedule is a fixed 5/8 Monday-Friday work schedule. All other work schedules are alternative work schedules, including 9/80, 4/10, 3/12, and remote work. The CITY shall have the right to change the work schedule for a vacant position with 15 days' notice to the ASSOCIATION without the requirement to meet and confer over the decision to change the shift. However, the ASSOCIATION may meet and confer over the impact of the decision. The CITY may also make any singular position or division/department wide schedule changes to existing employees, but must complete meet and confer with the ASSOCIATION per the requirements of the MMBA before implementing any such change.

A. WORKWEEK

The City defines the FLSA workweek for non-exempt employees as beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday, except for employees on a 9/80 or 3/12 work schedule.

B. WORKWEEK FOR 9/80 WORK SCHEDULE

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City. For such employees working a 9/80 work schedule, each employee's designated workweek shall begin exactly four hours after the start of his/her eight-hour shift on the day of the week that corresponds to the employee's alternating regular day off.

C. WORKWEEK FOR 3/12 WORK SCHEDULE

Public Safety Dispatcher Supervisors working a 3/12 work schedule will have an alternating regular day off every other week as determined by the City. For such employees working a 3/12 work schedule, each employee's designated workweek shall begin exactly four hours after the start of his/her eight-hour shift on the day of the week that corresponds to the employee's alternating regular day off.

D. WORKWEEK FOR 4/10 WORK SCHEDULE

The parties have agreed to implement a 4/10 work schedule that provides for City Hall to be open Monday through Friday. The 4/10 work schedule for full-time employees can be any combination of workdays that allows an employee to be scheduled for four (4) consecutive ten (10) hour days totaling forty (40) hours of work in each defined FLSA workweek.

Approval of work schedules will be determined by the Department Head, with the assistance of the Human Resources Division and the approval of the City Manager. All requests by employees to work a 4/10 schedule must be in writing, approved in writing, with the specific defined workweek and work schedule identified in the approval, and placed in the employee's personnel file. The City's intent regarding 4/10 work schedules is for their use wherever feasible when requested by the employee and consistent with the operational needs of the department and the City. The City may cancel an approved 4/10 work schedule by providing the employee with no less than fifteen (15) days but with the goal of providing thirty (30) days advance notice. Employees wishing to change or cancel 4/10 work schedules must also provide at least fifteen (15) days but with the goal of providing thirty (30) days advance notice and obtain written approval from their Department Head, which must also be copied to Human Resources.

The parties recognize that there may be work demands that prevent every employee from being approved to work their first choice of workdays. In that case, every effort will be made to address the conflict and work demands within the department. If a mutual agreement cannot be reached, then preference will be given to the employee with the greatest City seniority. City seniority is defined as the date of hire. Employees working 4/10 work schedules are prohibited from changing or switching their regular days off without prior approval from their Department Head due to the likelihood that overtime will result. Changes to the work schedule agreement must be made in accordance with this MOU and the Work Schedule Policy.

SECTION 4 – WORKING CONDITIONS

ARTICLE 4.01 PROBATION PERIOD

A. INITIAL PROBATION:

All newly hired employees shall serve a twelve (12) month probation period commencing on the designated effective date of initial employment.

B. PROBATION FOLLOWING PROMOTION:

All newly promoted employees shall serve a six (6) month probation period commencing on the designated effective date of promotion. If the newly promoted employee does not pass probation as determined by the CITY, the CITY shall return the employee to their previous position prior to the promotion.

C. PROBATION FOLLOWING RECALL:

A former employee who is recalled to a classification in which they never completed the required probation period prior to layoff shall have a new twelve (12) month probationary period, or who is recalled to a new classification which they have never previously held,

shall serve a six (6) month probation commencing on the designated effective date of re-employment.

A former employee who had passed the required probation period prior to layoff for the same classification to which they are recalled, was laid off for a period of greater than twelve (12) months and is subsequently recalled to a classification other than that held immediately prior to the layoff shall serve a three (3) month probation period commencing on the designated effective date of re-employment.

A former employee who had passed the required probation period prior to layoff, was laid off for a period of twelve (12) months or less and is recalled to the same classification which they held immediately prior to the layoff shall not be required to complete an additional probation period upon recall.

D. PERFORMANCE EVALUATION DURING PROBATION:

Each employee serving a probationary period shall, in accordance with CITY policies in the Employee Handbook as revised in November 1997, receive at least one (1) performance evaluation during their probationary period. Such evaluation will be done at the end of the first six (6) months of employment.

E. EMPLOYMENT STATUS DURING PROBATION:

Probationary employees, excluding those on a promotional probation, are considered “at will” employees and serve at the pleasure of the City Manager. They may be discharged at any time during the probationary period for any reason, with or without cause, and with no rights of appeal.

Employees who are on probation following a promotion retain their regular employment status with the CITY and may not be discharged from employment without cause. However, such employees may be returned to their former position during the probationary period with or without cause and with no rights to appeal.

ARTICLE 4.02 UNFAIR EMPLOYEE RELATIONS PRACTICE

It is agreed that it shall be an unfair employee relations practice for the CITY and/or the ASSOCIATION or its representatives:

- A. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this MOU.
- B. To refuse to meet and confer in good faith with the ASSOCIATION, or its representatives to refuse to meet and confer in good faith with the CITY on matters within the scope of representation.

ARTICLE 4.03 GRIEVANCE PROCEDURE

The CITY and the ASSOCIATION agree to meet and confer in order to amend the existing grievance procedure by clarifying language and establishing acceptable time frames for the filing of grievances.

A. MATTERS SUBJECT TO THE GRIEVANCE PROCEDURES

A grievance is a complaint by an employee or the employee's ASSOCIATION that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, any other work rules, conditions of employment, or regulations of the CITY or department, or actions of management regarding employee relations. Disciplinary actions are subject only to the provisions of the disciplinary procedures section of this MOU and are not subject to the procedures of this section.

1. No punitive action will be assessed against an employee for utilizing the grievance procedure.
2. In a hearing or meeting with the supervisor, Department Head, or City Manager called to resolve a grievance, a maximum of two employees, or ASSOCIATION representatives, which may or may not include the grievant, may be excused from work, with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.
3. The preparation of grievances shall not unreasonably interfere with the employee's regularly assigned duties.
4. At any stage of the grievance process, both parties are entitled to representation.

B. INFORMAL GRIEVANCE PROCEDURES

Every effort shall be made to resolve a grievance through discussion between the employee, and/or the employee's designated representative, and the employee's immediate supervisor. If, after such discussion, the employee does not feel the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior within the department. The informal grievance process shall be commenced not later than twenty (20) calendar days after the employee/ASSOCIATION knew or reasonably should have known of the occurrence which is the subject of the grievance. Failure to timely initiate the grievance procedure, and to meet with the supervisor's superior not later than twenty (20) calendar days after being advised of the supervisor's decision, shall be a bar to further processing of the grievance.

B. FORMAL GRIEVANCE PROCEDURES

If the employee is not in agreement with the decision rendered in the informal grievance procedure, the employee shall have the right to present a formal grievance in writing to

the Department Head within twenty (20) calendar days after receipt of the decision at the informal grievance step. The Department Head shall meet with the employee and/or the employee's designated representative within twenty (20) calendar days after receipt of the written grievance. The Department Head shall review the grievance, render a decision in writing, and return it to the employee and/or the employee's designated representative within twenty (20) calendar days after meeting with the employee or the employee's designated representative.

D. APPEAL PROCEDURES

If the employee disagrees with the decision reached by the Department Head, the employee may present an appeal in writing to the City Manager within twenty (20) calendar days after the employee's receipt of the Department Head's decision. The City Manager shall set a meeting with the employee and/or the employee's designated representative to discuss the grievance within twenty (20) calendar days. Within twenty (20) calendar days following the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's designated representative. The City Manager's decision shall be final.

F. EXTENSION OF TIME LIMITS

All time limitations imposed by the grievance procedures described in this section may be extended by mutual written agreement between the CITY and the employee.

ARTICLE 4.04 DISCIPLINARY AND APPEALS PROCEDURE

- A. STANDARDS OF CONDUCT. All employees are expected to adhere to standards of reasonable and prudent conduct.
- B. APPLICABILITY OF DISCIPLINE. Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the ASSOCIATION shall have rights to the notice and hearing requirements set forth in this section.
- C. DISCRETION IN DISCIPLINARY ACTION. The City Manager, Department Head, and supervisors may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record with the CITY.
- D. PERMITTED DISCIPLINARY ACTION. Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

- Oral admonishment
- Directive Memorandum
- Corrective Counseling Memorandum

Written reprimand
Suspension Without Pay
Reduction in salary
Demotion
Dismissal

- E. ORAL ADMONISHMENT. Pre-disciplinary oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental and/or CITY standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. Oral admonishments shall be memorialized in writing.
- F. DIRECTIVE MEMORANDUM. When oral communication has not been sufficient, a pre-disciplinary directive memorandum can be issued to inform and direct the employee in writing on how to complete a task and perform correctly in the future. It may also be used to give general direction to one or more employees.
- G. CORRECTIVE COUNSELING MEMORANDUM. A pre-disciplinary formal counseling process includes a dialogue between the supervisor and the employee and results in a corrective memorandum issued to the employee, which informs the employee that even after the previous direction, a task is still being completed incorrectly. This is a warning that further occurrences may result in disciplinary action and is the last pre-discipline step. The memorandum requires correction of performance.
- H. WRITTEN REPRIMAND. A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum, including a full, accurate, and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future, and likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within fourteen (14) calendar days and have such a response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.
- I. SUSPENSION WITHOUT PAY. When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Department Head may impose a suspension without pay. Such suspension shall occur only after the notice procedures specified in subsections M through P have been complied with and shall be subject to appeal in accordance with subsections Q through U of this section.

J. REDUCTION IN SALARY. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period or an extended period, as specified by the Department Head. Any reduction in salary shall be subject to the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

K. DEMOTION. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head shall have the right to demote an employee for unsatisfactory performance. An employee is demoted by moving to a lower class with an appropriate reduction in pay or a reduction in pay step. A new anniversary date shall be established.

Any demotion shall be subject to the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

L. DISMISSAL. When the employee's conduct has been of a continuous nature, uncorrected by previous discipline or is of such a nature as to make further employment not in the CITY'S interests, or for other good cause, the Department Head shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

M. PRE-DISCIPLINARY PROCEDURES. An employee being considered for any discipline involving loss of time or wages shall be ensured due process through the application of subsections N through P of the pre-disciplinary steps described in this section.

N. WRITTEN NOTICE. Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made and to whom and where it should be made shall be specified in the notice of intended discipline.

O. EMPLOYEE RESPONSE. An employee is entitled to a reasonable time, not to exceed fourteen (14) calendar days, to answer a notice of proposed discipline. The Department Head may grant an extension of the response period if the employee can demonstrate a reasonable need. Should an employee respond, the Department Head shall consider the response in reaching a decision or disciplinary action. The employee is entitled to respond

in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The employee may neither cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations the employee believes might affect the disciplinary decision. Extensions shall be permitted only with the consent of the Department Head. If the employee fails to respond within the time specified, the Department Head may proceed with a decision.

The Department Head has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

- P. DEPARTMENT HEAD'S RESPONSE. The Department Head shall provide a written answer to an employee's response at the earliest practical date, not to exceed fourteen (14) 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. 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 discipline have been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein. 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.

If the Department Head's decision results in a finding that the discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following conclusion of the City Manager level appeal.

- Q. APPEAL OF DISCIPLINARY ACTIONS. Any employee may appeal the imposition of discipline within fourteen (14) calendar days after the receipt by the employee of the Department Head's answer. Appeals from discipline shall be in writing, signed by the appellant or the appellant's representative, and delivered to the City Manager.

- R. APPEAL HEARING. Upon receipt of a timely letter of appeal, the City Manager shall set a time for a hearing. The hearing shall be held within thirty (30) calendar days after receipt of the appeal letter. The City Manager shall give not less than seven calendar days' written notice to the appellant, and any such person requesting same, of the time and place of such hearing. Said hearing shall be scheduled during normal City Hall business hours. The hearing may be open to the public or closed at the appellant's option. The appellant may appear personally and represent himself/herself or be represented by another of the appellant's choosing.

1. During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing unless the City Manager, in his or her discretion and for good cause, otherwise directs.

2. No photography, still, or motion video shall be taken in the hearing room during the hearing. Audio recording will be permitted.
 3. The City Manager, prior to or during a hearing, may grant a continuance for any reason deemed to be important to the manager in reaching a fair and proper decision.
 4. The City Manager shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The appellant may present oral or documentary evidence and may cross-examine any witness called by the department. The appellant may make an opening statement on the appellant's behalf. The department's representative may cross-examine any witness called by the appellant. Both the department and the appellant may present rebuttal evidence. The department may then make a closing statement, followed by the appellant.
 5. The City Manager shall not be bound by technical rules of evidence.
 6. The City Manager may, at the Manager's discretion, appoint a hearing officer to conduct the hearing on the Manager's behalf and to report findings and recommendations to the Manager for final decision. In this case, a copy of the hearing officer's report shall be provided to the appellant.
- S. FINDINGS AND DECISIONS. The City Manager shall, within fourteen (14) calendar days after the conclusion of the hearing or of receipt of a hearing officer's report, cause findings and a decision to be prepared in writing. The City Manager shall determine whether the action of the Department Head is supported by the evidence. Should the City Manager find that none of the charges are supported by the evidence presented, the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the appellant's personnel file. Should the City Manager find that any or all of the charges are supported, the Manager shall affirm, overrule or modify in whole or in part the Department Head's disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the appellant and the appellant's designated representative. A copy will be forwarded to Human Resources for inclusion in the appellant's personnel file.
- T. APPELLANT'S STATUS DURING APPEAL. If the pre-disciplinary meeting with the Department Head results in a decision that discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following the conclusion of the City Manager level appeal.
- U. TIME LIMITS. All time limitations of this section may be extended or shortened by mutual agreement of the parties.

ARTICLE 4.05 POLITICAL ACTIVITIES

- A. While employees are encouraged to vote before or after their normal work hours, any employee entitled to vote in a public election shall be afforded the necessary time off to do so in accordance with applicable law.
- B. Employees shall strictly observe all rules of the CITY relating to political activity while on duty.

ARTICLE 4.06 PROHIBITION OF STRIKES

- A. The ASSOCIATION, its officers, and members, shall neither cause nor counsel its members or any non-represented employees to strike for any reason, nor shall it in any manner cause them to directly or indirectly to commit any concerted acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the employer, namely, the CITY, for any reason. The occurrence of any such acts or actions prohibited in this section by the ASSOCIATION shall be deemed a violation of this MOU.
- B. In applying the provisions of this section, all of its terms used here shall be given the meaning commonly understood.
- C. The ASSOCIATION shall not be liable where the acts or actions previously enumerated are not caused or authorized directly or indirectly by the ASSOCIATION.

ARTICLE 4.07 SUBSTANCE ABUSE POLICY

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety, and property of co-workers and fellow citizens. All employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers. Towards this goal, employees will follow the CITY's Drug-Free Workplace Policy, which has been established and maintained separately from this MOU.

ARTICLE 4.08 LAYOFF AND RETURN POLICY

PURPOSE: To provide a policy to be followed in the event of a reduction in the workforce and subsequent recall for employment of affected employees represented by the ASSOCIATION.

A. LAYOFF

The CITY reserves the right to lay off employees for lack of work, budgetary reasons, technological changes, or other CITY actions that necessitate a reduction in the workforce. In the event of a layoff, it is the intent of the CITY to retain the most qualified employees.

1. The Department Head, in consultation with Human Resources, as approved by the City Manager, will implement the layoffs.

2. In the event of a layoff, temporary, seasonal, part-time, or probationary employees within the affected class shall be laid off first. Contracts for services for duties performed by the affected classification shall be eliminated prior to layoff, except for contracts requiring specialized knowledge, skills, and abilities for the project(s). Subsequent layoffs within the CITY will be accomplished in the following order:
 - a. Seniority within the affected classification.
 - b. Seniority with the CITY.
 - c. Performance, based on the most recent performance evaluation in the employee's personnel file.
3. A laid-off employee shall be entitled to "bump" to a position in a classification in the ASSOCIATION which she/he formerly held a full-time, non-probationary appointment and in which there is an employee with less CITY seniority, and if physically and mentally able to perform the duties of the former class. The displaced employee shall be considered as laid off for the same reason as the person who displaced him/her and shall, in the same manner, be eligible to "bump" to a position and class in which she/he formerly held a full-time, non-probationary appointment. In the event of a tie, performance evaluations shall be utilized in effecting the layoff.
4. When practical, notice of layoff shall be given with as much advance notice as possible, but no less than fourteen (14) calendar days before the implementation date. When said notice cannot be given, the employee shall be provided with compensation equal to the number of hours the employee would have typically worked during the fourteen (14) calendar days following said notice.
5. Laid-off employees shall receive compensation, less required taxes, only for applicable accumulated Annual Leave, holiday compensation, comp-time, and unused Administrative Leave he/she has due. Annual Leave shall be compensated based on the total number of accrued Annual Leave hours multiplied by the employee's base hourly rate of pay. Employees shall be compensated with a payment of the unused Sick Leave balance pursuant to Section 1.12(F) of this MOU.
6. An employee shall not continue to accumulate seniority, Annual Leave, or any other service-related benefits during the period of time he or she is laid off.

B. RECALL LIST

The names of full-time, permanent employees who have been laid off shall be placed on a recall list for the position held at the time of layoff for a period not to exceed twenty-four (24) months.

Individual names may be removed from the recall list for any of the following reasons:

1. The expiration of twenty-four (24) months from the date of placement on the list.
2. Re-employment with the CITY in a regular full-time position.
3. Failure to respond within fourteen (14) calendar days of mailing a certified letter regarding availability for employment. The certified letter shall be mailed to the employee's last known address.
4. Failure to report to work within fourteen (14) calendar days of mailing a certified letter containing a notice or recall to a position.
5. Written request to be removed from the list.

C. RECALL

In the event of a recall from a layoff, employees shall be recalled in reverse order of lay-off, providing that the recalled employee meets the minimum qualifications for the position to be filled.

1. The classification for which the employee may be recalled to fill may be at a lower classification than the one which the employee held prior to being laid off. Financial compensation for recalled employees would be within the CITY's salary range for the classification being filled through the recall process. Returning employees shall be entitled to seniority accrued prior to layoff. All recalled employees shall serve a probationary period in accordance with Section 1.09 of the MOU between the CITY and ASSOCIATION.
2. All returning employees must successfully pass a physical examination appropriate for the respective job classification so as to ensure the returning employee is medically capable of performing the required duties.
3. When vacancies occur, the CITY shall utilize the recall list prior to conducting an outside recruitment for positions represented by the ASSOCIATION.
4. Full-time, permanent employees who have been laid off and later recalled within twenty-four (24) months of placement on a recall list shall, on recall, have the same retiree health insurance vesting rights for purposes of computing CITY-funded retiree health insurance benefits, as was held by the employee at the time of layoff.

ARTICLE 4.09 OTHER ITEMS

City policies, procedures, rules, and regulations which are not specifically addressed in the MOU shall continue to be handled in accordance with the existing Personnel Rules and Regulations Resolution No. 91-64, Employee Relations Resolution No. 93-214, and the Employee Handbook as revised in November 1997 (until such time as they are revised).

During the term of this MOU, upon written request by the CITY, the ASSOCIATION agrees to re-open the MOU and meet and confer on the following:

- A. Update to the CITY's Employer-Employee Relations Resolution and/or local labor relations rules and procedures;
- B. Update to the CITY's Personnel Rules; and
- C. Creation or updates to CITY policies that do not conflict with the express terms of this MOU."

ARTICLE 4.10 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any legal construction or interpretation to be made of this MOU, the same shall not be construed against any party.

APPROVALS

CITY OF MURRIETA

By: Justin Clifton
Justin Clifton
City Manager

MURRIETA SUPERVISORS' ASSOCIATION

By: Cara McDermott
Cara McDermott
President

By: Michael Amado
Michael Amado
Vice-President

By: Kayti Mathewson
Katherine Mathewson
Treasurer

EXHIBIT A

List of MSA-Represented Classifications

Associate Civil Engineer
Associate Planner
Building Inspections Supervisor
CAD/RMS Administrator
Circulation Supervisor
Library Services Supervisor
Civil Engineering Associate
Code Enforcement Supervisor
Community Services Manager
Engineering Manager
Geographic Information Services Administrator
Information Technology Program Administrator
Network Systems Engineer
Information Technology Analyst
Maintenance Manager
Maintenance Supervisor
Parks Maintenance Superintendent
Plan Review Supervisor
Police Records Supervisor
Public Safety Dispatch Supervisor
Public Works Inspection Supervisor
Principal Librarian
Recreation Supervisor
Senior Civil Engineer
Senior Planner
Supervising Librarian
Traffic Engineer