establish a vacation schedule for each calendar year based on employee requests and seniority of the employees concerned and subject to his/her right to plan work under his/her control and to allow vacations when employees can be spared. Each year between November 1 and December 15 employees shall submit vacation requests for the next calendar year. The determination of which requests shall be granted shall be made by seniority with the City. Thereafter, requests shall be submitted throughout the year and the determination as to whether a request is granted or denied shall be made on a first come, first served basis. Seniority is only a factor when employees request vacation at the same time. An employee with greater seniority cannot bump the vacation of a less senior employee whose vacation has already been approved. He/she shall notify employees as soon as possible whether their application is approved, and if not, of the period which is substituted. Any request submitted shall be deemed "approved" unless denied in writing within 14 calendar days of its submission.

D. Vacation Allowances

Vacation accrual shall be calculated on the basis of hours. Vacation credit shall accrue biweekly to employees at the rates indicated below:

FIRST 4 YEARS OF SERVICE	AFTER 4 YEARS THROUGH 14 YEARS OF SERVICE	AFTER 14 YEARS OF SERVICE
3.07 Hours Bi-weekly	4.60 Hours Bi-weekly	6.13 Hours Bi-weekly
80 Hours/Yr	120 Hours/Yr	160 Hours/Yr

8~~12~~. SICK LEAVE

Except as is otherwise provided, each employee shall accrue, use, and be compensated for sick leave as follows:

1. Accrual. Each employee shall accrue sick leave at the rate of 3.68 hours for each complete biweekly period of employment. Payroll division records are the final authority for settling disputes regarding accrued and accumulated sick leave.

2. New Employment. With the exception of employees who change positions within the unit by promotion, transfer or for some other reason, sick leave accumulated shall not be available for use until an employee completes six months of service ~~his/her probationary period~~.

3. Use of Sick Leave. Accumulated sick leave may be used by an employee during a period of illness of the employee, child, step-child, parent, spouse, sibling or registered domestic partner.

4. Sick Leave Incentive. Employees who accumulate 69 hours or more of unused sick leave during any fiscal ~~payroll~~ year may receive cash payment for up to 27 hours of the

accumulated unused sick leave during the month of January of the following year. The sick leave shall be paid at the employees then existing rate of pay. Such days not paid for or taken may be accumulated to be used or taken as needed in the future, or paid for in accordance with current the 3% - 10 year program as referenced in Article 29~~33~~ of this Agreement.

9~~13~~. BEREAVEMENT LEAVE

Bereavement leave is an absence occasioned by the death of a family member, herein defined as a spouse, parent, grandchild, brother, sister, child, step-child, grandparent, in-law relations (father-in-law, brother-in-law, daughter-in-law, etc.) or registered domestic partner of the employee.

Up to a maximum of forty (40) hours of bereavement leave, per calendar year may be used in the event of the death of a family member. In the event an employee needs additional time off for this leave, he/she may use up to 40 hours of sick leave per calendar year.

Requests for bereavement leave shall be made in writing, when feasible and shall be approved by the appointing authority and the Assistant Director of Administrative Services/Human Resources.

104. INDUSTRIAL DISABILITY LEAVE

Salary Continuance for Industrial Disability Leave

All terms contained in this Article and the determination thereof, shall be as defined by the provisions of Division 4 of the California Labor Code, Sections 3201 et. seq.

In the event of an accepted work-related injury claim ~~bonafide work incurred injury by an employee~~, the City shall ~~continue to~~ pay the gross salary, less legally required deductions, to the injured employees for a period not to exceed fourteen (14) calendar days. Employees covered under this program shall not receive a monetary amount greater than they would receive if they had been working under normal conditions. Any disability indemnity received by the employee from the State of California for the purpose of ensuring a weekly or monthly income as the result of the same work-incurred injury for which the employee is receiving disability salary continuance from the City, shall be paid to the City for the first fourteen (14) calendar days of absence due to injury in order to qualify for this program.

For an employee to qualify for this program, the department head must notify Risk Management and Human Resources in writing immediately upon receiving knowledge of a work-incurred injury.

Should an injured employee's period of absence exceed fourteen (14) calendar days, payment under this program will cease. An employee eligible to receive temporary disability indemnity may then utilize accumulated sick leave, vacation leave and compensatory time, which when added to his/her temporary disability indemnity payments will add up to full salary. An

employee who elects not to utilize accumulated leave while receiving temporary disability indemnity payments must notify the Human Resources Office.

An employee seeking these benefits ~~participation in this program~~ may be required to be examined by City authorized physicians at the discretion of Risk Management~~the department head~~ and Assistant Director of Administrative Services/Human Resources for the purpose of determining eligibility for this program.

115. WITNESS LEAVE

Any employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a manner other than one to which the employee is a party, or who is required to serve as a juror, shall be allowed time off without loss of pay to perform such duties. In addition, per California Labor Code § 230(b) and (c) an employee shall be allowed time off but with loss of pay, if the employee is a party to the matter for reasons other than actions within the scope of the employee's current or past public employment. All fees to which the employee is entitled by law for such services shall be paid (less transportation allowance, if any) to the City. This article is not applicable to those employees participating in judicial or quasi-judicial proceedings that are within the scope of their employment.

126. LEAVE WITHOUT PAY

Requests for leaves of absence without pay must be submitted to each employee's supervisor and approved by the employee's department head or designee and shall be used only if all appropriate accumulated leaves (e.g., sick leave may not be exhausted if the leave is not for a medical purpose) have been exhausted. Employees on leave of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any ~~fringe~~ benefits, except as required by law. Decisions whether to grant such a leave will be made based on operational needs of the Department.

137. UNIFORM ALLOWANCE AND SAFETY BOOTS

Uniformed field service personnel required to wear a uniform ~~and supervisors in Public Works & Transportation, Community Development and Community Services~~ shall receive at City exepense~~five~~ the number of uniforms they were receiving at the time of approval of this MOU by the City Council atCity expense. ~~a week at City expense~~. The uniforms shall be the property of the City. The City shall replace damaged or worn out uniform parts, as necessary.

The City agrees to reimburse each employee up to $300 per year for the purchase of safety boots provided the employee's department head determines the need to use safety boots as part of the employee's job and the employee submits receipts for the boots purchased. Safety boots reimbursements shall be paid within two~~2~~ pay periods of the employee submitting the receipts.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5) the City will report as special compensation, the value of the uniforms for a unit member employed on or before December 31, 2012. As of

the drafting of this MOU, "new members" as defined under the Public Employees' Pension Reform Act of 2013 are not permitted to have the value of the uniforms reported as special compensation. If the City is permitted to do so in the future pursuant to a change in the law, it will do so.

14~~8~~. OVERTIME

A. Accurately Reporting Time Worked

Employees are required to accurately report all time worked on their time sheets. Under no circumstances may an employee work any time in addition to his/her regular work hours before or after work or on an unpaid meal break without first receiving approval in advance from his/her supervisor. Thus, all overtime requires advanced approval. In addition, since no supervisor is permitted to require an employee to work overtime without it being reported on his/her time sheet, if an employee works such time it will be recorded.

B. Earning Overtime and Assigning Overtime Work

Employees shall be paid overtime compensation at the rate of 1.5 times their regular rate of pay when required to work, a) in addition to their regular work hours on a regular workday; b) on a day which is not their regular workday; or c) for working more than forty (40) hours in a workweek. If an employee uses leave on a particular workday and then works hours beyond his/her regular shift hours at his/her supervisor's request on the same day, the employee may receive overtime for those hours or, if he/she requests to flex his/her hours for that day so as to not use their leave time (and it is acceptable to the employee's supervisor) no overtime will be earned.

In an effort to equitably distribute overtime, the employee in class who has worked the least amount of overtime year to date (calendar year) shall be offered the overtime first. Then the employee with the second least amount of overtime will be offered an overtime shift and so on. In the event that no one volunteers for the overtime the least senior employee in class will be required to work the overtime. Each year, the amount of overtime worked will be zeroed and the first overtime will be offered to the most senior employee in class.

~~For employees in the class of Water Worker III who work the 3/12 work schedule, if the offered employees do not want to work the overtime, the City may either mandate the overtime worked as described in the previous paragraph or may ask a qualified Water Worker II if he/she wants to work the overtime shift on FPOC.~~

In the event an employee has worked more than 12 consecutive hours, a determination will be made by the employee's supervisor whether or not the employee shall be allowed to continue working. If the supervisor determines that the employee cannot safely work because they have worked longer than 12 consecutive hours and have not had a reasonable rest period, the employee can be allowed to perform other work for the remaining portion of his/her shift and receive his/her regular rate of pay. If, at the direction of the supervisor, the employee is sent

home for all or part of his or her shift, he/she shall receive his/her regular pay for the hours not worked.

If the employee determines that he/she cannot safely continue to work, he/she shall be permitted to leave and will be able to use vacation, compensatory time or accrued personal holiday leave~~9/80 day hours~~.

C. Compensatory Time

Employees working overtime shall receive either pay or compensatory time at the department head's discretion except for premium payments associated with holidays which shall be at the employee's discretion. Employees can accumulate up to 40 hours of compensatory time. Since compensatory time is earned at 1.5 hours for each hour of overtime worked, 40 hours of compensatory time equates to 26.66 hours of overtime worked. Once an employee has 40 hours of accumulated compensatory time, he/she cannot accumulate any additional compensatory time until his/her bank is below 40 hours. Employees will be cashed out of any accumulated compensatory time at their current regular rate of pay when they leave employment with the City.

An employee wishing to use his/her accumulated compensatory time must provide reasonable notice to his/her supervisor. If reasonable notice is provided, the request will only be denied if the request is unduly disruptive to the operations of the employee's department. For purposes of this agreement, reasonable notice is defined as at least one calendar week. If an employee wishes to use compensatory time without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

D. Stand-by and Call Back

Employees in the unit may be required to be on standby for many different reasons. Being on standby means that the employee is required to promptly return to work after being called and be fit for duty and able to respond. Employees are not permitted to drink alcohol while on standby.

Employees on standby shall receive a cell phone from the City and will be required to respond to the call or text as quickly as possible. Upon responding, the employee will be instructed as to whether he or she is required to return to work and will be informed of the location to which he or she must respond. Response time will generally be the employee's normal commute time and any additional minimal time necessary to get ready to return to work. Standby lists shall be created monthly, at least one week in advance of any standby shift by volunteers first, then by inverse order of seniority. Employees will be permitted to trade stand-by shifts with their colleagues.

Employees required to be on standby, shall receive three (3) hours of pay per day of standby at straight-time~~ as stand-by pay~~.

E. Call Back

An employee called to work while off duty shall receive a minimum of four (4) hours pay at time and one-half the employee's regular rate of pay. If an employee is only required to talk on the phone and not report to work, he/she will be paid for his/her time. An employee called back for more than four (4) hours shall receive pay at the rate of time and one half for each hour worked in excess of four (4).

15~~9~~. TUITION REIMBURSEMENT

In accordance with the requirements of Administrative Regulation, Number 3A.2, the City shall reimburse an employee for attending an accredited college or university provided that the course is directly job related. If an individual is pursuing a degree, the City shall reimburse the employee for only those courses taken in the major, provided the degree objective is job related.

To be eligible for tuition reimbursement each employee shall (prior to each fiscal year) submit a document setting forth the following: the name of the institution at which the course(s) will be taken, the title(s) of the course(s) for which he/she is seeking reimbursement, and how the course(s) is directly related to the employee's job to his/her department head or designee, who shall forward it for approval to the Human Resources Department. Since eligibility requirements are set forth in the Administrative Regulation and require advance approval from a supervisor, department head and~~or~~ Human Resources prior to the commencement of education, employees wishing to receive tuition reimbursement are encouraged to review the policy.

16~~20~~. RETIREMENT

The City contracts with CalPERS for retirement benefits. The definitions of "new member" and "classic member" are set forth in Appendix B to this MOU.

A. For "Classic Member" Employees As Defined By The Public Employees' Pension Reform Act of 2013 (PEPRA)

~~A~~. Retirement Formula

The City contracts with CalPERS to provide the 2.5% at 55 retirement formula set forth in California Government Code Section 21354.4. ~~The City shall pay the 8% required employees' contribution to CalPERS on behalf of each employee.~~

~~B~~. Single Highest Year

The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for miscellaneous employees of which "classic member" employees in the unit are included per Government Code section 20042. The ~~R~~retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS.

~~a.~~ Payment of Employee/Member Contribution

Classic Members will pay their 8% Member Contribution effective June 28, 2014. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

B. For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)

Retirement Formula

Unit members who are defined as "new members" under the PEPRA, are covered by the 2%@ 62 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).

Retirement Benefit Calculation Period

For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

Payment of Employee/Member Contribution

Effective October 5, 2013, new member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

In addition, new members will pay additional amount for their retirement contribution as cost sharing in accordance with Government Code section 20516(f). That amount will be the difference between the half the normal cost amount and eight percent so that their total retirement contribution will be eight percent (8%).

C.–Additional Optional Benefits For All Employees

1. 1959 Survivor's Benefit

The City's contract with CalPERS provides Level 4 coverage under the 1959 Survivor's Benefit per Government Code section 21574.

2. ~~D.~~ Pre-Retirement Option 2 Benefit

The City's contract with CalPERS provides for Pre-Retirement Optional Settlement 2 Benefit as set forth in Government Code Section 21548 for all employees in the unit.

3. Military Service Credit

The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.

4. Pre-Retirement Death Benefits

The City's contract with CalPERS provides the benefit known as the pre-retirment death benefits to continue after remarriage of survivor as set forth in Government Code section 21551.

5. Cost of Living Allowance

The City's contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.

6. Retired Death Benefit

The City's contract with CalPERS provides the $500 Retired Death benefit as set forth in Government Code section 21620.

7. **Prior Service**

The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.

D~~E~~. Advancement of Disability Retirement Benefits For Employees Who File For Disability Retirement

In the event an employee who has been certified as disabled files an application for disability retirement and the City does not dispute the employee's application, the City will advance disability retirement payments to the retiree until there is a determination from CalPERS as to whether the application will be granted or not. Once that determination is made by PERS the City will be reimbursed for the advanced disability payments. If the City disputes the application for disability retirement, no advanced disability retirement payments will be provided. In the case of an employee who files for service retirement pending his/her application for disability retirement which the City disputes, the City will advance only that portion of the retiree's pension that is undisputed.

E~~F~~. ~~PERS Benefit Provided by Government Code section 20636(c)(4)~~

~~Effective October 1, 2010, pursuant to Government Code section 20636(c)(4), the City shall pay (as already provided by subdivision A of this article) and report to PERS as compensation earnable the monetary value of contributions paid by the City on behalf of each employee (as described in subparagraph A above and known as "employer paid member~~

~~contribution" – EPMC) covered by this MOU. For purposes of this agreement this benefit shall be known as "PERS on PERS".~~

17~~21~~. HOURS, WORKWEEKS AND WORK SCHEDULES

A. Workweek and Work Schedule

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working a 5/40 or 4/10 work schedule, it shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday. For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four hours after the start time of his/her eight hour shift on the day of the week that corresponds with the employee's alternating regular day off. For employees working the 3/12 work schedule (as described below), their designated FLSA workweek (168 hours in length) shall begin exactly four hours after the start time of his/her twelve hour shift on the day of the week that corresponds with the employee's alternating regular day off.

- A 5/40 schedule consists of a weekly work schedule of 5 consecutive workdays of 8 consecutive hours each.
- A 9/80 schedule consists of alternate workweeks of 4 consecutive workdays of 9 consecutive hours each, followed by 5 consecutive workdays, four of which consist of 9 consecutive hours each and 1 day of 8 consecutive hours.
- A 4/10 schedule consists of a weekly work schedule of 4 consecutive workdays of 10 consecutive hours each.
- A 3/12 schedule consists of alternate workweeks of 3 consecutive workdays of 12 consecutive hours each, followed by 4 consecutive workdays of 12 consecutive hours each.

Employees on probation may have their work schedules changed by their Department Head at his/her discretion. This includes, for example, changing an employee's work schedule from a 9/80 to a 4/10 work schedule and vice versa as well as changing the start time of an employee's work shift. Once off probation, the employee's work schedule shall be the schedule regularly assigned to the last incumbent for the particular position. Any newly created positions shall be assigned the same work schedule as the majority of other employees working in that classification. A Department Head retains the right to make de minimis changes to the start time of an employee's work shift. Any other changes to an employee's work schedule are subject to meet and confer. However, if an employee requests to have his/her work schedule changed and his/her supervisor agrees the Division of Human Resources and the Association shall be notified prior to the schedule change. The Association acknowledges that if requested to meet and confer over such a change, it will do so promptly, no later than two weeks after the request. Except as mentioned above, the City agrees that until the meet and confer process is exhausted there will be no changes to work schedules or bonuses attached to any particular schedule.

~~The City and Association have agreed to meet and confer re schedule changes and job description duties for Environmental Workers within 60 days after the City Council approves this MOU.~~

B. Hours of Operation

Every general office of the City, except those to which special regulations apply, shall be kept open for business on all days of the year, except Saturdays, Sundays and holidays, continuously from 7:30 a.m. until 5:30 p.m. Employees shall be assigned a minimum of forty (40) hours per week, except in those departments operating under other Council approved schedules. Schedules which differ from the one prescribed in this section shall be filed with the Assistant Director of Administrative Services/Human Resources by the department head.

~~**C. Work Schedule Issues**~~

1. ~~Sign and Paint Crew: Effective 30 days after Council approval of this MOU the start time for the shift of the Sign and Paint Crew will change from 4:00 a.m. at 6:30 a.m. The City agrees to Y-rate the employees on the shift with their current shift bonus. As such, employees on the shift will not lose their shift bonus, but will not get an increase in compensation until any increases provided herein exceed the value of their shift bonus. The City has advised the Association that it will demand to meet and confer at some time in the future regarding elimination of the class of Sign and Paint Technicians.~~

2. ~~Signal and Streetlights Crew: Effective 30 days after Council approval of this MOU, employees working on this crew will have their work schedule changed from the current configuration of six 12 hour shifts and an eight hour day each pay period to a 4/10 work schedule.~~

3. ~~Fleet Services employees: Effective 30 days after Council approval of this MOU, evening shift hours are eliminated for employees in Fleet Services and the employees are moved to day shift. The City agrees to Y-rate the employees who had previously worked on the evening shift with their current shift bonus. As such, employees on the evening shift who were receiving the shift bonus will not lose their shift bonus, but will not get an increase in compensation until any increases provided herein exceed the value of their shift bonus.~~

4. ~~Water Operations Supervisor: Effective 30 days after Council approval of this MOU, this employee will move from a 4/10 work schedule to a 9/80 work schedule with the alternating regular day off being alternating Fridays.~~

5. ~~Street Sweeping employees: Effective 30 days after Council approval of this MOU, will move their work schedule from nights to days. The City agrees to Y-rate the employees who had previously worked on the night shift with their current shift bonus. As such, employees on the night shift who were receiving the shift bonus will not lose their shift bonus, but will not get an increase in compensation until any increases provided herein exceed the value of their shift bonus.~~

18~~22~~. NON-DISCRIMINATION