MEMORANDUM OF UNDERSTANDING

2025

2026

Between The Representative of the

Costa Mesa City Employees Association

And the City of Costa Mesa

CMCEA

TABLE OF CONTENTS

CHAPTER 1 - INTRODUCTION 5
ARTICLE 1 - RECOGNITION/PREAMBLE 5
ARTICLE 2 - TERM OF AGREEMENT 6
CHAPTER 2 - COMPENSATION 6
ARTICLE 3 - SALARIES AND WAGES 6
3.1 - BASE SALARY 6
3.2 - MERIT SALARY ADVANCEMENT 6
3.3 - LABOR MARKETPLACE 7
ARTICLE 4 – ADDITIONAL COMPENSATION 7
4.1 - BILINGUAL PAY 7
4.2 - MATRON PAY 8
4.3 - “EMD” CERTIFICATION PAY 8
4.4 - STANDBY PAY 8
4.5 - COURT STANDBY PAY 9
4.6 - SHIFT ASSIGNMENT PAY EXCEPT FOR TELECOMMUNICATIONS BUREAU 9
4.7 – SHIFT ASSIGNMENT PAY TELECOMMUNICATIONS BUREAU 9
4.8 – SHORTHAND ASSIGNMENT PAY 9
4.9 – CLASS A and B LICENSE INCENTIVE PAY 10
4.10 – MOVE UP PAY 11
4.11 – SAFETY SHOE ALLOWANCE 11
4.12 – TRAINING ASSIGNMENT PAY TELECOMMUNICATIONS BUREAU 11
4.13 – UNIFORM MAINTENANCE ALLOWANCE 11
4.14 – DEFERRED COMPENSATION MATCH 11
4.15 – RECRUITMENT AND RETENTION BONUS 11
ARTICLE 5 - CLASSIFICATION AND COMPENSATION 12
5.1 - REQUEST FOR STUDIES 12
5.2 - NEW CLASSIFICATIONS 12
ARTICLE 6 - HOURS WORKED 12
6.1 - OVERTIME 12
6.2 - COMPENSATORY TIME OFF 13
6.3 - CALL BACK DUTY 13
6.4 - CALL RESPONSE DURING LUNCH PERIODS 14
6.5 - DAY-FOR-DAY EXCHANGE OF WORK SHIFTS 14
6.6 - SHIFT TRADING 14
6.7 - ATTENDANCE 14

ARTICLE 7 – WORKWEEK AND WORK SCHEDULES 14
7.1 – WORKWEEK 14
7.2 – WORK SCHEDULE 15
7.3 – SHIFT COVERAGE FOR TELECOMMUNICATIONS DIVISION 15
CHAPTER 3 - BENEFITS 15
ARTICLE 8 – HEALTH INSURANCE AND RETIREE MEDICAL BENEFIT PROGRAM 15
8.1 – IRS SECTION 125 BENEFIT PLAN 15
8.2 – MANDATORY BENEFITS 15
8.3 – PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT 16
8.4 – CONTRIBUTION AMOUNT 16
8.5 – QUALIFICATION FOR FLEX CONTRIBUTION 16
8.6 – RETIRED EMPLOYEES MEDICAL PROGRAM 17
ARTICLE 9 – RETIREMENT 17
9.1 – CALPERS 17
9.2 – CALPERS CONTRACT 19
ARTICLE 10 – TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT 20
10.1 – TUITION REIMBURSEMENT 20
10.2 – PROFESSIONAL DEVELOPMENT 20
CHAPTER 4 – LEAVES OF ABSENCE 20
ARTICLE 11 – LEAVES 20
11.1 – VACATIONS 20
11.2 – SICK LEAVE 22
11.3 – ENTITLEMENT TO VACATION AND SICK LEAVE 24
11.4 – LEAVES OF ABSENCE WITH OR WITHOUT PAY 25
11.5 – LEAVE FOR NON OCCUPATION INJURY OR ILLNESS 25
11.6 – CATASTROPHIC ILLNESS LEAVE 26
11.7 – MILITARY LEAVES 26
11.8 – SCHOOL ACTIVITY LEAVE 27
11.9 – REPORTING ABSENCES 27
11.10 – BEREAVEMENT LEAVE 27
11.11 – HOLIDAY LEAVE 27
11.12 – JURY DUTY 29
11.13 – INDUSTRIAL ACCIDENT LEAVE 30
11.14 – FAMILY AND MEDICAL CARE LEAVE 33
ARTICLE 12 – PROBATIONARY PERIOD - DISPATCHER 33
CHAPTER 5 – EMPLOYER-EMPLOYEE RELATIONS 33
ARTICLE 13 - GRIEVANCES 33
13.1 – DEFINITION OF A GRIEVANCE 33

13.2 – GRIEVANCE PROCEDURE 33
ARTICLE 14 - DISCIPLINE 35
14.1 – BASIS FOR DISCIPLINE 35
14.2 – TYPES OF DISCIPLINE 37
14.3 – NOTICES 38
14.4 – EMPLOYEE'S RESPONSE 38
14.5 – APPEAL PROCEDURE 39
ARTICLE 15 – LAYOFF PROCEDURES 42
15.1 – PURPOSE 42
15.2 – PROCEDURE 42
ARTICLE 16 – UNIFORM APPLICATION OF RULES 44
ARTICLE 17 – COST OF SERVICES 44
17.1 – POLICY 44
17.2 – CONTRACTING OUT 44
ARTICLE 18 – TEMPORARY EMPLOYMENT IN CMCEA-REPRESENTED POSITIONS 45
ARTICLE 19 – LABOR MANAGEMENT DISCUSSIONS 45
ARTICLE 20 - SUPERVISORY JOB CLASSIFICATIONS 45
ARTICLE 21 - PERSONNEL RULES AND REGULATIONS 45
ARTICLE 22 – BENEFIT REVIEW COMMITTEE 45
APPENDIX A 47

CHAPTER 1 – INTRODUCTION

ARTICLE 1 - RECOGNITION/PREAMBLE

1.1 By resolution of the City Council of the City of Costa Mesa and pursuant to the provisions of the Meyers-Milias-Brown Act, section 3500 et. seq. of the California Government Code, the City of Costa Mesa (hereinafter called the "City") has recognized the Costa Mesa City Employees Association (hereinafter referred to as “Association” or "CMCEA") as the exclusive representative and agent for collective bargaining for the employees in job classifications set forth herein. The Association and the City are the Parties to this agreement and are jointly recognized herein below as "The Parties."

1.2 This Memorandum of Understanding (MOU) has been prepared by representatives of the City and representatives of CMCEA who have met and conferred in good faith, examining a number of proposals and counter proposals concerning wages, hours of employment, fringe benefits and other terms and conditions of employment for the employees of the City as defined in Section 1.1 herein.

1.3 It is the mutual understanding of the City and Association that this MOU shall be submitted to the Costa Mesa City Council with the joint recommendation of the parties that this MOU be adopted, and that said City Council will take such other action as may be needed to implement its provisions.

1.4 The wages, hours and other terms and conditions of employment specifically referenced in this MOU shall remain in effect unless and until modified, amended or deleted by means of future meet and confer processes, including impasse resolution procedures. If a tribunal of competent jurisdiction holds that any part of this MOU is found to be insufficient, in conflict or inconsistent with other laws, regulations or the obligations of the Parties as defined herein, or is otherwise held to be invalid, unlawful or unenforceable, such part or provision, and only such part or provision shall be severed from this MOU or shall be suspended or superseded by such applicable laws and regulations. To the extent that the implementation thereof falls within the scope of representation, it shall be controlled by the provisions of Government Code section 3500, et seq.

1.5 For the term of this MOU, neither party shall be compelled to meet and confer with the other concerning any issue expressly provided for in this MOU. Each Party to this MOU hereby expressly waives its right to demand that the other Party meet and confer concerning any issue expressly covered herein. However, nothing in this MOU shall prohibit these Parties from meeting and conferring over any issue provided for in this MOU.

1.6 Continuous uninterrupted and efficient service to the City of Costa Mesa by the City and its employees, and orderly employer-employee relations are essential considerations of this MOU. Accordingly, CMCEA agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, non-informational picketing, boycotting, work stoppages, slow-down strikes or any other concerted job actions or by refusal to render services, including overtime or any other curtailment or restriction of work and services at any time.

1.7 CMCEA recognizes its duty and obligation to comply with the provisions of Section 1.6 of this MOU and to make every reasonable effort to assure that all employees covered by this MOU similarly do so. In the event of any concerted activity by employees in violation of the provisions or intent of Section 1.6, CMCEA hereby agrees to direct its members to cease said action or conduct forthwith. No employee covered by this MOU shall be entitled to any benefits or wages whatsoever while engaged in activities prohibited by Section 1.6.

1.8 All rights to manage, organize, direct and control the City's business, including all of the terms and conditions of the employment of any employee of the City, which are not expressly limited, modified, amended or eliminated by this or any other MOU, are retained exclusively by the City and its management

personnel. City Management also retains exclusive jurisdiction over any residual portions of any managerial rights which have in part been limited, modified or amended by this MOU.

1.9 During the term of this MOU, the parties agree either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable.

ARTICLE 2 - TERM OF AGREEMENT

2.1 The term of this MOU will commence on July 1, 2025, and will expire on June 30, 2026.

CHAPTER 2 – COMPENSATION

ARTICLE 3 - SALARIES AND WAGES

3.1 BASE SALARY

Employees covered by this MOU shall be compensated at the monthly base salary rates established for their classification under the Basic Pay Schedule per City Council resolution. An employee occupying a position in the classified service shall be compensated within the range established for his or her position as provided in Rule 6 of the Personnel Rules and Regulations. The minimum rate for the class generally shall apply to an employee upon his or her original appointment. Employees who are re-employed shall receive a rate within the range established for the class and agreed upon by the appointing authority and the employee prior to appointment.

- Effective the pay period that includes July 1, 2025, two percent (2%) increase for all classifications subject to this MOU.

- Effective the pay period that includes January 1, 2026, two percent (2%) increase for all classifications subject to this MOU.

- Effective the pay period that includes April 1, 2026, two percent (2%) increase for all classifications subject to this MOU.

3.2 MERIT SALARY ADVANCEMENT

No salary advancement within a classification shall be made so as to exceed the maximum rate established in the pay plan. Advancement shall not be automatic but shall depend upon increased service value to the City as recommended by their supervisor based upon performance record, special training undertaken, length of service and other pertinent factors.

An employee who does not receive an evaluation within sixty (60) days of their anniversary date (i.e., the date the evaluation is due) will receive their merit increase effective the pay period including the employee's anniversary date regardless of the evaluation rating (which may be less than satisfactory) on an evaluation received after that date. Once the employee receives their evaluation, if an additional increase is recommended, it will be received retroactive to the employee's anniversary date. An employee who is at top step is not eligible for a merit increase.

3.3 LABOR MARKETPLACE

The "labor marketplace" however defined, shall not mandate any specific compensation adjustment yet may be one of many factors assessed by the parties in determining levels of compensation. In assessing the labor marketplace, both public and private sector classifications may be given consideration as a factor in assessing the "labor marketplace" indication of total compensation levels. The "total compensation" of employees within the unit and in the "labor marketplace" may be a factor in assessing compensation levels. "Total compensation" shall include but not be limited to the value of City funded base salary, retirement, deferred compensation, health insurance, and other forms of City-funded remuneration as agreed to between the City and the Association.

ARTICLE 4 – ADDITIONAL COMPENSATION

4.1 BILINGUAL PAY

Employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the employee's base salary on a bi-weekly basis depending on level of proficiency. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as Bilingual Premium pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

The City agrees to receive CMCEA input as to what languages should be considered for the bilingual program.

A. The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2.5% Certification:

1. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of their work such as explanation of procedures, obtaining personal information, instructions to victims and onlookers, among others.

2. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life-or-death nature.

3. The applicant can be understood with some repetition by a sympathetic native speaker.

4. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.

5. Accuracy is required in the present tense and gender distinctions.

6. Core vocabulary of 300-600 words.

B. The 5% Certification requires:

1. Accuracy in present and past tenses.

2. Core vocabulary of 600-1200 words.

3. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.

4. Ability to interview the victim of a crime or accident or other situation involving a native speaker of Spanish or Vietnamese and the conduct simple interrogations and investigations which could be of a life-or-death nature.

5. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

4.2 MATRON PAY

The City will endeavor to ensure that non-sworn staff will not be assigned to perform this duty, pursuant to Police Department policy. However, when required as an incidental assignment for trained non-sworn personnel other than a Custody Officer, employees will be paid five percent (5%) of their base hourly rate for each hour they perform the matron duty. The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.3 "EMD" CERTIFICATION PAY

Telecommunication Division employees who possess an Emergency Medical Dispatch Certification (EMD), shall receive 5% of the employee's base salary on a bi-weekly basis. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as Educational Incentive pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

4.4 STANDBY PAY

Employees who are released from active duty but who are required by their department to leave notice where they can be reached and be available to return to active duty when required by the department at any time other than their regularly scheduled working hours, shall be said to be on standby duty.

An employee assigned to standby duty shall be paid at the rate of one and one-half (1.5) hours per weekday and five and one-quarter (5.25) hours per weekend day (for up to a total of eighteen (18) straight time hours) at their base hourly rate for each week so assigned, plus compensation for each hour actually worked pursuant to the callback provisions. If a holiday falls within the assigned standby week, an additional five and one quarter (5.25) hours at the employee's base hourly rate will be given to the person assigned to standby.

Employees on standby duty must remain within a reasonable commuting distance in which the employee must be able to respond to the worksite within one hour of being called. During standby duty, the employee must refrain from activities that might impair their ability to respond or perform assigned duties in a satisfactory manner.

The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.5 COURT STANDBY PAY

If an employee receives a job-related subpoena to be standby for court while in a non-paid status (time off), they shall receive two hours at the base hourly rate for each court session. The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.6 SHIFT ASSIGNMENT PAY EXCEPT FOR TELECOMMUNICATIONS BUREAU

The City will pay a shift differential for employees (excluding Telecommunications classifications) who are routinely and consistently scheduled to work a minimum of five (5) hours during an A.M. or P.M. shift as defined below:

A. A P.M. Shift Differential of 5% of the employee's base salary per shift for employees assigned to work a night (swing) shift schedule.

B. An A.M. Shift Differential of 10% of the employee's base salary per shift for employees assigned to work a morning (graveyard) shift schedule.

C. Employees eligible for shift differential who work a Cross-Over Shift schedule beginning in one shift, but including at least five (5) hours worked into a P.M. or A.M. Shift, will be compensated at the appropriate Shift Differential rate. For example, an employee working a ten-hour Cross-Over Shift where two-and-a-half hours fall into the PM Shift and seven-and-a-half hours fall into the AM Shift would earn two-and-a half hours of PM Shift Differential and seven-and-a-half hours of AM differential.

D. Employees eligible for shift differential who work an overtime shift during the P.M. or A.M. shift hours will be compensated at the appropriate Shift Differential rate for those hours.

Employees who are continuously and regularly assigned to the Day shift are not eligible for Shift Assignment Pay.

The parties agree, to the extent permitted by law, the compensation in section 4.6 A-C is special compensation and shall be reported as Shift Differential pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

4.7 SHIFT ASSIGNMENT PAY TELECOMMUNICATIONS BUREAU

Employees in the Telecommunications Bureau in the classifications of Public Safety Dispatcher, Senior Public Safety Dispatcher and Public Safety Dispatch Supervisor who are routinely and consistently scheduled to work between the hours of 6:00 p.m. to 6:00 a.m. shall receive a shift differential of 7.5% of the employee's base salary for each hour worked between 6:00 p.m. - 6:00 a.m.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as Shift Differential pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

4.8 SHORTHAND ASSIGNMENT PAY

The City will pay 2.5% of employee's base salary for an incumbent in a secretarial classification assigned by the Department Director to utilize the ability to take dictation at a minimum rate of 70 words per minute. Effective July 1, 2022, no future employee will be eligible for this pay.

The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.9 CLASS A and B LICENSE INCENTIVE PAY

Eligible employees assigned to positions requiring daily operation of equipment requiring employee to obtain and maintain a valid Class A/B California Driver's License shall receive an annual $700 incentive bonus, subject to the following eligibility criteria:

A. Eligibility – The employee must meet all of the following in order to be eligible for the annual bonus incentive:

1. Employee must be assigned to a position requiring regular operation or maintenance of equipment requiring a valid Class A/B California Driver's License.

2. As a condition of employment, employee must obtain and maintain the required California Driver's license and endorsements (airbrakes, tanker and passenger endorsement if applicable). A manual transmission endorsement shall no longer be required effective August 30, 2020.

3. Employee must have successfully passed the DMV Medical examination.

B. Payment of Annual Incentive – Eligible employees shall receive this annual incentive bonus on their respective anniversary date. Employees must submit a copy of their current Class A/B California Driver's License and current DMV medical certification prior to receipt of the bonus.

C. Lapse of License – Any eligible employee assigned to positions requiring daily operation of equipment requiring a valid Class A/B California Driver's License who allow their Class A/B California Driver's License to lapse may be subject to discipline up to and including termination. Any annual incentive bonus to be paid on their next anniversary date will be reduced on a prorated basis.

D. DOT Drug and Alcohol Testing Regulations - Eligible employees assigned to positions requiring daily operation of equipment requiring a valid Class A/B California Driver's License will be subject to the DOT Drug and Alcohol Testing Regulations and the City's Drug & Alcohol Policy adopted pursuant to the DOT Regulations.

E. License and DMV Physical Fees - Any employees who successfully renew their Class A/B California Driver's Licenses or acquire a new license upon starting a new assignment requiring a Class A/B California Driver's License shall, upon submission of a receipt by the employee, be reimbursed by the City for the difference in fee charged by the DMV between such license and a Class C Driver's license. The cost of the DMV physical/medical exam will be scheduled and paid by the City.

The parties agree, to the extent permitted by law, the compensation in section is special compensation and shall be reported as Special Class Driver's License Pay pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

4.10 MOVE UP PAY

Eligible employees temporarily assigned to perform the work of a higher classification for a period of at least two weeks will be compensated at 5% above their current rate of pay for up to 90 days. After 90 days, either the position will be reclassified, the employee will be given an acting appointment, or the move-up duties will be removed from the employee's assignment. Time limits on move-up pay may be extended on an individual basis by prior written, mutual agreement by the City and CMCEA. An acting appointment will be made when the employee is performing all of the duties of the higher-level classification.

Move-up pay will be included in the calculation of the overtime rate when an employee earns overtime.

The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.11 SAFETY SHOE ALLOWANCE

For those employees covered under the City's Safety Shoe Policy and who meet the criteria for the replacement, repair or purchase of safety shoes, the City agrees to pay up to $225 for the shoe that meets the minimal standard established by the program. All safety shoes/boots purchased must comply with the City's Safety Shoe Policy. Eligible classifications are listed in Appendix A.

The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.12 TRAINING ASSIGNMENT PAY TELECOMMUNICATIONS BUREAU

Employees who meet the Department established standards and routinely and consistently assigned as a Public Safety Dispatch training Officer shall receive 12.5% of base salary while so assigned.

The parties agree, to the extent permitted by law, the compensation in section is special compensation and shall be reported as Training Premium pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

4.13 UNIFORM MAINTENANCE ALLOWANCE

The City provides uniforms for employees in classifications required to wear uniforms. Eligible classifications are identified in Appendix A. The City will continue to replace, repair and maintain uniforms worn in the line of duty. The average cost of the uniforms/uniform allowances are reported as $7.56 per pay period. The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, section 571.

4.14 DEFERRED COMPENSATION MATCH

For any employees who make a voluntary contribution to the employee's 457(b) account with the City's 457(b) provider, the City will make an annual contribution to the City's 457 (b) provider that will equal up to 0.5% of annual base salary for the payroll calendar year.

The City's contribution will be made on the second to the last pay period of the payroll calendar year. If at the time of contribution, the employee has already contributed the maximum allowable per the IRS, the contribution will be issued as earnings. If an employee leaves the bargaining unit (through promotion or separation), the contribution to the City's 457 plan will occur in their last pay period.

4.15 RECRUITMENT AND RETENTION BONUS

Full-Time employees (i.e., employees scheduled to work forty (40) or more hours per week) in the classification of Public Safety Dispatcher, Senior Public Safety Dispatcher and Public Safety Dispatch Supervisor as of September 22, 2024, will be entitled to a one-time $15,000 bonus. This bonus does not apply to employees hired on September 22, 2024, or later. The bonus will be paid in two installments: 1) 1st installment of $7,500 will be paid with the pay period beginning September 22, 2024, and 2) 2nd installment of $7,500 will be paid with the pay period beginning September 21, 2025. Employees must remain as an active full-time employee (i.e., employees must remain in full-time status and cannot leave City employment) between September 22, 2024, and September 21, 2025, to be eligible for the second installment.

The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

ARTICLE 5 - CLASSIFICATION AND COMPENSATION

5.1 REQUEST FOR STUDIES

Employees seeking a classification study of their position may request a study through CMCEA. Each January, CMCEA may request that the Human Resources Division conduct up to five classification studies. The CMCEA will be responsible for submitting completed Position Analysis Questionnaires for the requested position studies with a cover memorandum explaining the changes in duties, organization or marketplace for each position. The Human Resources Division will study the positions and meet with CMCEA with its recommendations.

In January of each year, CMCEA may request that the Human Resources Division conduct up to five compensation studies. The Human Resources Division will study the positions and meet with CMCEA with its recommendations.

The results of the above studies shall be one of many factors that may be considered by the parties in formulating and considering proposals for a successor MOU, however the product of the above studies shall not result in any mandated changes in wages, hours or other terms and conditions of employment.

5.2 NEW CLASSIFICATIONS

The City acknowledges its legal obligation to meet and consult with CMCEA prior to the creation of a new classification and to bargain in good faith regarding the appropriate salary for the new classification within its bargaining unit.

ARTICLE 6 - HOURS WORKED

6.1 OVERTIME

If an employee is required to work longer than the normal work week or shift, the employee shall be compensated for the overtime either (1) by being allowed one and one-half (1-1/2) times the amount of actual overtime hours worked, to be earned as compensatory time off ("comp time"), or (2) by payment for such overtime actually worked paid at time and one half. Overtime will be paid as follows: if actual hours worked exceed 40 hours in the defined workweek the employee shall be paid for those hours per the requirements of the Fair Labor Standards Act (FLSA) and paid at their regular rate of pay per the FLSA. If an employee works hours outside their regular shift, but the employee has not worked in excess of 40 hours in their workweek (because they took some form of leave) those hours are referred to as “contract overtime”

and paid at 1.5 times the employee's base hourly rate of pay if the overtime is mandatory and 1.0 times the employee's base hourly rate of pay if the overtime was voluntary.

If the total number of active, off probation Senior Public Safety Dispatchers and Public Safety Dispatch Supervisors falls below eighteen (18) employees in the Public Safety Dispatcher, Senior Public Safety Dispatcher and Public Safety Dispatch Supervisor classifications who actually work over 60 hours per week, will receive an additional half-time (0.5) of the employee's base hourly rate of pay for the hours worked above 60 hours per week.

Paid leave shall not be considered hours worked for purposes of computing overtime eligibility.

6.2 COMPENSATORY TIME OFF

A. Accrual of Compensatory Time Off: An employee who earns overtime may, with the department director's approval, accumulate compensatory time off to a maximum accumulation of sixty (60) hours. Employees in the Police Department who must work without regard to the listed holidays in Article 11.11 may accrue compensatory time to a maximum of 80 hours.

B. Use of Compensatory Time Off: A written request to use accrued C.T.O. shall be made and approved no later than 24 hours prior to the requested time off. Twenty-four (24) hours is considered reasonable notice.

All employees (on a first come, first served basis) who submit a request for time off may utilize accrued compensatory time off ("CTO"), provided their vacancy does not result in less than minimum staffing levels on the shift they are scheduled to work. This policy is subject to suspension in emergency situations at the discretion of the Department Director or their designee.

Employees assigned to rotating shifts (i.e., employees who may work different shifts based on shift selection) may not submit a CTO request more than 30 calendar days in advance of the shift rotation in which the CTO day off would fall.

Employees will submit their request to the shift supervisor who shall as soon as possible determine if the CTO request may be granted if it does not take the shift below minimum staffing.

If the CTO vacancy would result in less than minimum staffing levels, the employee will be required to identify an alternate date to take CTO or make approved arrangements for a day-for-day shift trade. A shift trade will not result in overtime compensation or CTO accrual since the employee whose shift is worked gets credit for the shift as regular hours worked.

C. Cash-Out of Compensatory Time Off: Employees will be allowed to cash-out up to 40 hours of compensatory time (time off accrued in lieu of paid overtime) in any payroll period. On the first pay day in January of each year, employees' compensatory time banks shall be cashed out down to 40 hours unless an employee informs payroll that they elect to cash out all of their accrued compensatory time on the first pay day in January.

6.3 CALL BACK DUTY

Employees who are recalled to active duty from off-duty not as an extension of the scheduled or normal work shift will be considered to be "on call" and shall receive overtime compensation at time and one half (1½) for time actually worked or two (2) hours of call back pay for each call, whichever is greater.

Employees who are required to report to work immediately shall be compensated at the time of recall. Employees who are required to report to work at a later time shall be compensated after returning to work. Employees who are able to handle the incident by phone or other electronic means without reporting to duty shall be compensated according to the same callback provisions.

6.4 CALL RESPONSE DURING LUNCH PERIODS

Except for employees who receive a paid lunch period, if an employee is required to work during their lunch period, the time they work during their lunch period shall be at time and one-half (1.5). Employees are not permitted to forego any portion of their lunch period without prior approval.

6.5 DAY-FOR-DAY EXCHANGE OF WORK SHIFTS

Day-for-Day exchange of work shifts may be granted by the department director for emergency or other justifiable reasons.

6.6 SHIFT TRADING

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. All shift trades must be approved in advance.

The employee providing the trade shall not have their compensable hours increased as a result of the trade; nor shall the employee receiving the trade have their compensable hours decreased as a result of the trade. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within the shift deployment of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. Shift trades are not subject to the grievance procedure.

If one individual fails to appear for the other (regardless of the reason), the person who agreed to work the shift per a shift trade will be listed as absent and will be required to use appropriate accrued leave.

A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").

6.7 ATTENDANCE

Employees shall be in attendance at their work in accordance with Personnel Rules and Regulations and department policies regarding hours of work, holidays and leaves. All departments shall keep daily attendance records. Any unauthorized tardiness or absence is cause for disciplinary action.

ARTICLE 7 – WORKWEEK AND WORK SCHEDULES

7.1 WORKWEEK

The average workweek for all full-time positions shall be forty (40) hours. The FLSA workweek is 168 regularly recurring hours. For employees scheduled to work a 9/80 or 3/12 work schedule, their FLSA workweek begins four hours after the start time of their shift on their alternating regular day off. For

employees working the 5/40 or 4/10 work schedules, their FLSA workweek shall begin Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m.

7.2 WORK SCHEDULE

The following are work schedules that may be worked by employees:

5/40 - five (5) eight-hour days on and two (2) days off.

9/80 – four (4) nine-hour workdays followed by one (1) eight-hour workday followed by two (2) consecutive days off followed by four (4) nine-hour workdays followed by three (3) consecutive days off.

4/10 – four (4) ten-hour days on and three (3) days off.

3/12 – three (3) twelve-hour workdays followed by one (1) eight-hour workday followed by three (3) consecutive days off followed by three (3) twelve-hour workdays followed by four (4) consecutive days off.

Work schedules for work shifts established on a pay period basis shall usually be ten (10) eight-hour days on and four (4) days off. All employees shall be scheduled at least two (2) consecutive calendar days off. The work schedule for each position shall be established by the department director and approved by the City Manager or designee.

7.3 SHIFT COVERAGE FOR TELECOMMUNICATIONS DIVISION

Employees in the Telecommunications Division working the 3/12 work schedule shall not fall below the minimum staffing of four (4) employees.

CHAPTER 3 – BENEFITS

ARTICLE 8 – HEALTH INSURANCE AND RETIREE MEDICAL BENEFIT PROGRAM

8.1 IRS SECTION 125 BENEFIT PLAN

The City shall continue to provide the amounts listed below toward the payment of premium for employees covered by this Agreement under an IRS Section 125 Benefit Plan. The current core benefits include life and long-term disability insurance. Medical insurance is a core benefit which a City employee is required to carry unless they are covered by another medical insurance plan (as addressed in Article 8.4 below) with comparable coverage at the end of the open enrollment period.

8.2 MANDATORY BENEFITS

Employees must use a portion of the City contribution to pay for life insurance and long-term disability. Employees also must enroll in medical insurance unless the employee meets the eligible opt out requirements to receive cash in lieu.

8.3 PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

The City contracts with the California Public Employees' Retirement System ("CalPERS") for medical insurance pursuant to the Public Employees' Medical and Hospital Care Act ("PEMHCA"). The City will contribute the annual CalPERS statutory minimum on behalf of each participant in the program, which is included in the amount of the City's contribution to the flexible benefit account (i.e., the Section 125 Benefit Plan) described below. Eligible employees may select any of the medical insurance plans offered by CalPERS.

8.4 CONTRIBUTION AMOUNT

For those employees who enroll in City offered coverage, the City's contribution towards each employee's flexible benefit account is one thousand six hundred fifty dollars ($1,650.00) per month. This amount is inclusive of the CalPERS statutory minimum amount for each month.

- Effective the pay period that includes January 1, 2026, the City amount is increased to $1,700.00 per month.

- Effective the pay period that includes June 1, 2026, the City amount is increased to $1,800.00 per month.

Opt Out: All employees must enroll in an available City health program unless they opt out. In order to opt out, an employee must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and their tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made, and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

The maximum opt-out payment is $1,500.00. Employees who use benefits that are less than maximum amount set forth above (after purchase of medical, life and LTD) shall receive the difference between the maximum amount set forth above and the amount they use toward benefit payments. Employees who use benefits shall receive the annual health benefit increases set forth above.

8.5 QUALIFICATION FOR FLEX CONTRIBUTION

Employees must receive compensation for the entire pay period to receive the flexible benefit contribution amount. Use of accrued leave qualifies as compensation for this purpose. Employees will be ineligible for the flexible benefit contribution if the employee records absence without pay hours within the pay period except if an employee exhausts their accrued leaves prior to the end of the pay period, they shall receive the flex contribution for that pay period. This exception will be permitted once per every six (6) months per rolling year. Disciplinary actions will not disqualify an employee from receiving the flex contribution. Catastrophic illness leave donations to employees will not meet the qualifications for the flex contribution. In addition to the preceding, for employees within the first six (6) months of employment, or employees who take unpaid time off during the City's "holiday closure" per Article 11.11, they will not lose their flex contribution if they record absence without pay.

8.6 RETIRED EMPLOYEES MEDICAL PROGRAM

Unit employees hired by the City prior to January 1, 2004, who participated in the City's group health insurance plan for at least five (5) consecutive years and are enrolled in City medical insurance immediately prior to retirement, who retire immediately commence receiving a retirement allowance upon separation from City service will participate in the retiree life and medical insurance programs as defined in City Council Policy 300-1.The City shall continue to provide life and medical insurance for retired employees of the City as defined in Council Policy 300-1.

ARTICLE 9 – RETIREMENT

9.1 CALPERS

The City contracts with CalPERS for retirement benefits.

A. Employees Who Are Not "New Members" as Defined by Government Code section 7522.04(f) – i.e., "Classic Members"

1. Retirement Formula: The City contracts with CalPERS to provide the 2.5% at 55 retirement formula ("tier 1") as set forth in California Government Code section 21354.4 for all employees covered by this MOU hired before March 11, 2012 and the 2% at 60 retirement formula ("tier 2") as set forth in California Government Code section 21353, for all employees covered by this MOU who were hired between March 12, 2012 and December 31, 2012 or hired after December 31, 2012 as lateral employees who qualify as "classic members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA").

2. Retirement Benefit Calculation Period: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for these employees per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the twelve (12) consecutive months selected by the employee or if not selected, the employee's last twelve (12) months of employment.

3. Payment of Employee/Member Contribution:

   a. Employees Subject to the 2.5% @ 55 formula:

      These employees will pay the full CalPERS member contribution equal to eight percent (8%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

   b. Employees Subject to the 2% @ 60 formula:

      These employees will pay the full CalPERS member contribution equal to seven percent (7%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

4. Cost Sharing:

   a. Classic member employees subject to the 2.5% @ 55 formula pay 2.469% of compensation earnable pursuant to Government Code section 20516(a) and 1.531% of compensation earnable pursuant to Government Code section 20516(f). Effective July 1, 2023, classic member employees subject to the 2.5% @ 55 formula shall have their cost sharing per Government Code section 20516(a) reduced by 1.469% for a net contribution of one percent (1%) and cost sharing pursuant to 20516(f) will be reduced from 1.531% to 0%.

   b. Classic member employees subject to the 2% @ 60 formula pay five percent (5%) of compensation earnable pursuant to Government Code section 20516(f). Effective the pay period that includes July 1, 2023, cost sharing for employees subject to the 2% @ 60 formula will be reduced from five percent (5%) to two percent (2%) and will be pursuant to Government Code section 20516(a).

B. For "New Member" Employees

"New Members" are defined in Government Code section 7522.04(f) as follows:

"New member" means any of the following:

1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

3) An individual who was an active member in a 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.

New Members are subject to the provisions of this subsection B:

1. Retirement Formula: Unit members who are defined as "new members" are covered by the 2% @ 62 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.20.

2. Retirement Benefit Calculation Period: These employees' final compensation is based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan (rounded to the nearest quarter of one percent), as defined by CalPERS in their annual valuation, through a payroll deduction. This amount is determined by CalPERS each year.

4. Cost Sharing: New member employees will cost share (pursuant to Government Code section 20516(f)), a percentage of pensionable compensation that when combined with the payment of their employee/member contribution will equal twelve percent (12%) of pensionable compensation. For example, if the CalPERS annual valuation report for 2022, provides that the City's normal cost rate is 6.50%, the new member employees will cost share 5.5% of pensionable compensation for 2022. If, for example, the CalPERS annual valuation report for 2023, provides that the City's normal cost rate is 6.75%, the new member employees will cost share 5.25% of pensionable compensation for 2023.

   Effective the pay period that includes July 1, 2023, new member employees will cost share (pursuant to Government Code section 20516(f)), a percentage of pensionable compensation that when combined with the payment of their employee/member contribution will equal nine percent (9%) of pensionable compensation. For example, if the CalPERS annual valuation report for 2023, provides that the City's normal cost rate is 6.50%, the new member employees will cost share 2.5% of pensionable compensation effective the pay period including July 1, 2023. If, for example, the CalPERS annual valuation report for 2024, provides that the City's normal cost rate is 6.75%, the new member employees will cost share 2.25% of pensionable compensation for 2024.

C. Adoption of the IRS Code section 414(h)(2) Resolution

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.

9.2 CALPERS CONTRACT

The City will continue to provide pension benefits to represented employees in accordance with the CalPERS contract in effect on the effective date of this MOU. The City's contract with CalPERS for employees covered by this MOU includes the following options:

- Section 20042 (Final Compensation 1 Year only applies to classic member employees)
- Section 20037 (Final Compensation 3 Years only applies to New Member employees)
- Section 20516 (Employee Sharing Additional Cost, only applies to classic member Tier 1 employees)
- Section 20965 (Unused Sick Leave Credit – Local Member)
- Section 21031 Public Service Credit for Limited Prior Service
- Sections 21624/21626 (Post-Retirement Survivor Allowance, only applies classic member employees)
- Section 21620 ($500 Retired Death Benefit)
- Section 21329 (2% Annual Cost-of-Living Allowance Increase)
- Section 21354.4 (2.5% @ 55 Formula for Local Miscellaneous Members, only applies to classic member Tier 1 employees)
- Section 21353 (2% @ 60 Formula for Industrial and Miscellaneous Members, only applies to classic member Tier 2 employees)
- Section 7522.20 2 @ 62 Formula for Miscellaneous/Industrial Members
- Section 20903 (Additional Service Credit 2 Years – Local Member)
- Section 21635 (Post-Retirement Survivor Allowance to Continues After Remarriage)
- Section 21573 (Survivor Benefit Level 3)
- Section 21551 (Pre-Retirement Death Benefits to Continue After Remarriage of Survivor)

- Section 20055 (Prior Service)
- Section 21024 Military Service Credit as Public Service
- Section 21023.5 (Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmericCorps Service)
- Section 21027 Military Service Credit for Retired Persons
- IRC 414(h)(2) (Pre-tax payroll deduction plan for member contributions and service credit purchase)

ARTICLE 10 – TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

10.1 TUITION REIMBURSEMENT

Tuition and/or textbook costs required to complete educational courses which are taken by an employee, and which pertain to their City employment, may be reimbursed to the employee by the City if reimbursement is recommended by the employee's department director and approved by the City Manager or designee. The employee on whose behalf the recommendation is made must also maintain a passing grade of a "C" or better, Credit/No Credit or a Certificate of Completion, which is verified by the Assistant City Manager's receipt of an official copy of the employee's grades prior to any reimbursement.

A. The City will reimburse up to a maximum of $1,250 per fiscal year for qualifying tuition and/or textbook (including e-textbooks) costs.

B. To become eligible for tuition reimbursement, employees shall have completed one year of service prior to enrollment in such classes.

C. The parties agree that the City's budgetary guidelines do not impact the tuition reimbursement program, nor do the guidelines prevent a represented employee from continuing to participate in tuition reimbursement for approved courses.

10.2 PROFESSIONAL DEVELOPMENT

The City endorses outside City-paid education and training, attendance at professional meetings and conferences, and dues and memberships in job specific organizations in which the City receives specific benefits for all CMCEA represented employees. Department directors may request in the budget up to $1,000 per full-time department employee per year with appropriate justification from the employee. The up to $1,000 Professional Development budget per full-time department employee limit pertains to education/training, meetings/seminars and conferences (including travel and meals), dues and memberships. Department directors have the right to determine the benefit to the City for the professional development request, staffing requirements and funding availability. Employees have the right to appeal to the Human Resources Division if they feel their request did not receive fair consideration by their Department Director.

CHAPTER 4 – LEAVES OF ABSENCE

ARTICLE 11 – LEAVES

11.1 VACATIONS

A. Vacation Leave is to enable employees to spend a reasonable amount of time away from their job and to return to work refreshed. Employees accrue vacation when in paid status. If an employee is absent without pay for an entire pay period, they will not accrue vacation for that pay period. If an employee is absent without pay for a partial pay period, their

accrual will be pro-rated.

B. Employees shall accrue vacation leave as follows:

Years of Service	Hours Accrued Per Year	Maximum Accrual
0.00 – 2.99	92	380
3.00 – 4.99	116	380
5.00 – 9.99	140	380
10.00 – 14.99	164	380
15.00 – 19.99	188	380
20.00 +	212	380

Employees who work without regards to holiday are eligible for an additional 88 hours above the stated accruals. Classifications who work without regards to holiday are identified in Appendix A.

The City Manager or designee shall have discretion to start a new employee at higher accrual rate or with hours in their bank upon hire.

C. Maximum Accumulation of Vacation Leave - All employees shall be permitted to accrue up to three hundred eighty (380) hours of vacation leave. If an employee's vacation accrual reaches 380 hours, the employee will stop accruing additional vacation leave unless there is an exception as provided in Subsection G of this Article based on department needs. Vacation accruals will re-commence in the next pay period following the use of vacation leave that reduces the balance below the maximum accrual. It is the responsibility of the employee to manage accrued vacation time off by requesting, scheduling and using vacation to avoid not accruing vacation because they have accrued the maximum accrual.

D. Vacation Leave Cash Outs

1. Vacation Leave Cash Out

On or before the pay period which includes December 15 of each calendar year**,** an employee may make an irrevocable election to cash out up to the maximum amount of vacation leave which they will earn in the following calendar year at the employee's base hourly rate of pay as follows:

An employee can cash out vacation during any quarter of the following year as long as on the date(s) chosen for cash out the employee has earned at least the amount of vacation they chose to cash out. Employees who made an irrevocable election to cash out vacation shall choose to be paid out during one or more of the following payroll periods:

- Payroll period that includes April 1st
- Payroll period that includes July 1st
- Payroll period that includes October 1st
- Final Payroll period of the calendar year

Employees will notify the Human Resources Division of which quarter(s) they wish their cash outs to be paid by the payroll deadlines as set by the Finance Department and Human Resources Division. Any remaining elected vacation hours that have not been previously paid out during the year will be paid out on the final payroll period of the calendar year.

E. Scheduling of Vacation Leave - Employees must submit vacation requests in a timely manner to ensure that requests are granted. Vacation requests will be evaluated based on each department's operational needs taking into consideration the employee's specific requested time off. Scheduled vacations shall only be cancelled in the event of an emergency.

F. Departmental Needs & Exception - When an employee submits a timely vacation leave request and the Supervisor and/or the Department Director must deny it due to the operational needs of the City and/or Department, an exception may be granted by the Department Head with a written explanation from the employee's supervisor and advance approval from the City Manager or designee. If such an exception is granted, the employee will be paid cash for any vacation time which would accrue in excess of the maximum amount allowed to be accrued. The payment will be processed for the pay period in question. There will be no approvals for vacation leave accrual beyond the maximum accrual level.

Should a scheduled Vacation Leave have to be cancelled by the Department Head due to the operational needs of the City/Department, and the cancellation would cause the employee to accrue above the maximum vacation accrual, an exception for a "Cash-Out" may be granted by the Department Head with a written explanation from the employee's supervisor and advance approval from the City Manager or designee. If such an exception is granted, the employee will be paid cash for any vacation time that would accrue in excess of the maximum amount allowed to be accrued.

G. Vacation Leave Procedure

1. An employee may only take vacation leave with hours they have accrued.

2. The time during the calendar year at which an employee shall take their vacation shall be determined by the department director with particular regard for the need for the employee's services and due regard for the wishes of the employee.

3. In the event one or more municipal holidays fall within a vacation leave, the day will be considered a holiday, not vacation.

4. An employee shall not accrue vacation if on an unpaid leave of absence.

H. Terminal Vacation Pay - Upon termination, employees will be paid for their vacation accrued through their date of termination at their base hourly rate of pay.

11.2 SICK LEAVE

A. The Sick Leave Bank - The Sick Leave Bank will have the following provisions:

1. Employees accrue 96 hours per year at the rate of 3.69 hours per pay period.

2. Employees can accrue up to 480 hours in the Sick Leave Bank.

3. Any new employees hired or rehired into the unit shall be provided with 96 hours of sick leave upon being hired. The City Manager or designee shall have discretion to start a new employee with additional hours in their sick leave bank upon hire.

B. The Secondary Sick Leave Bank - Employees hired prior to September 21, 2014, were able to accrue sick leave into the Secondary Sick Leave Bank. Hours in this bank can still be used as sick leave when employees are sick but no sick leave is accrued in these banks and the sick leave contained in the Secondary bank have no cash value.

C. The Tertiary Sick Leave Bank - The maximum accrual for the Tertiary Sick Leave Bank is 288 hours. The sick leave contained in the Tertiary bank have no cash value. No additional hours will accrue in the tertiary bank. An employee with hours in this tertiary bank can use those hours during their employment.

D. Sick leave hours in the Sick Leave Bank and Secondary Sick Leave Bank shall be used in case of a bona fide illness of the employee. Sick leave may also be used up to one half of one year's annual accrued sick leave (i.e., 48 hours) for serious illness or emergency of their child, parent, spouse, domestic partner, grandchild, grandparent, sibling or designated person who is incapacitated and/or requires the service of a physician, and when the presence of the employee is required. Sick leave hours in the Tertiary Sick Leave Bank shall be used in case of serious health condition of the employee, as defined by the City's Family Care and Medical Leave Act Administration Regulation or up to one half of one year's annual accrued sick leave (i.e., 48 hours) may be used to care for the employee's child, parent, spouse, domestic partner, grandchild, grandparent or sibling who is experiencing a serious health condition and the employee's presence is recommended by a physician or health care provider.

Employees can use up to 48 hours per calendar year for sick leave (from any bank in which they have an accrual for family members described in the above paragraph.

E. At the conclusion of the emergency, said employee shall return to work as soon as possible. The employee taking such sick leave shall notify their immediate supervisor prior to or within one-half (1/2) hour after the time set for the beginning of their scheduled shift or the commencement of their work assignment, or as otherwise specified by the department. When absence is for more than three (3) scheduled shifts, the employee may be required to present a physician's release to the department director indicating that the physician is knowledgeable of the essential functions of the employee's job and that in the doctor's medical opinion that the employee is medically fit to return to the employee's regular job. If the employee is not able to perform the essential functions of their job, the physician's release must indicate what essential functions of the employee's job cannot be performed by the employee, and for how long of time the employee will be unable to perform these functions in the doctor's opinion. Said physician's release may be required by the department director. The department director shall forward the certificate to the Assistant City Manager for filing.

F. The City Manager, upon written request, may grant that accrued sick leave may be taken by the employee when the employee's services are required by their relative which may be outside the employee's immediate household.

G. Separation from City - The sick leave hours in the any of the sick leave banks shall have no cash value, shall not be convertible to cash or to any other form of compensation. At the time of retirement from the City (defined as having applied for retirement benefits from CalPERS) an employee with sick leave in the Primary, Secondary and Tertiary Sick Leave Bank can convert that sick leave to service credit at the rate of 1 day = 0.004 years of service credit.

H. Accrued vacation leave normally will be used for sickness when all of an employee's accumulated sick leave has been exhausted. An employee may volunteer to use compensatory time off when all of their accumulated sick leave has been exhausted. This accrued time may also be utilized to supplement Long Term Disability insurance, provided the supplemental does not exceed 100 percent of the employee's regular rate of pay.

I. Sick Leave During Vacation - An employee who becomes hospitalized or seriously ill or injured while on vacation may have such period charged to their accumulated sick leave instead of to the vacation provided:

1. Immediately upon return to duty, the employee submits to their department director a written request for sick leave and a written statement signed by their physician stating that the employee had a serious illness or injury and dates of their serious illness or injury.

2. The department director recommends and the City Manager approves the granting of such sick leave.

3 Other Limitations - No employee shall be entitled to accrue or to take sick leave with pay while absent from duty for any of the following reasons:

a. Disability or illness arising from employment other than with the City of Costa Mesa.

b. Leave of absence without pay.

c. Absence due to any reason other than certifiable illness.

J. Penalty For Sick Leave Abuse - Employees who abuse sick leave may be denied sick leave pay and may incur other discipline up to and including termination. When, in the judgment of the department director, the employee's reasons for being absent are inadequate, they shall change the payroll time report to indicate that the absence was leave without pay. Employees shall then have the right of appeal through the appropriate administrative processes prior to any loss of pay for suspected abuse of sick leave.

K. Extended Sick Leave - On written request of the employee and recommendation by the department director, the City Manager may authorize a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used up all of their accumulated sick leave, but may retain compensatory time and vacation time.

2. The employee presents to their department director an estimate of the time needed to recover signed by a physician approved by the City.

3. An employee returning to work from an extended sick leave will be required to obtain and provide to their supervisor and the Human Resources Division a medical certification stating that they are fit to return to work.

11.3 ENTITLEMENT TO VACATION AND SICK LEAVE

For the purpose of computing an employee's entitlement to vacation and sick leave, an employee's continuous service shall be based on the employee's date of initial probationary employment with the City. This date shall be the employee's anniversary date for vacation and sick leave purposes subject to the

provisions contained herein. An employee who leaves City employment and returns within one year, shall have the break in service reduced from the amount of continuous service. If an employee leaves City employment for more than one year and then returns to City employment, the City Manager or designee shall have discretion to start the employee at a higher accrual rate or with hours in their bank upon hire.

11.4 LEAVES OF ABSENCE WITH OR WITHOUT PAY

The following leaves of absence are for leaves other than statutory leaves:

A. Special Leaves of Absence Without Pay - The department director may authorize special leaves of absence without pay for a period of up to two (2) weeks (14 consecutive days).

B. Ninety (90) Calendar Days or Less - Upon the written recommendation of the department director, the City Manager or designee may authorize special leaves of absence without pay for a period or periods not to exceed ninety (90) calendar days for purposes deemed by the City Manager or designee to be beneficial to the City.

C. In Excess Of Ninety (90) Calendar Days - The City Manager may, grant leaves of absence with or without pay in excess of ninety (90) calendar days for purposes deemed by the City Manager to be beneficial to the City.

D. Continuation of Benefits - The employee shall be responsible for paying for the continuation of employee benefits when a leave of absence exceeds one (1) full pay period.

11.5 LEAVE FOR NON-OCCUPATION INJURY OR ILLNESS

The City grants employees a leave of absence due to an injury or illness that prevents them from performing or safely performing the essential functions of their positions in accord with state and federal laws.

A. An employee who requires a leave of absence for medical reasons must notify their supervisor in writing of the need for such a leave as soon as the employee learns that they are, or will become, temporarily disabled and unable to work due to the medical condition. A medical statement signed by a licensed physician must be submitted with the leave request. The medical certificate must state that the employee has a medical condition prohibiting them from performing the essential functions of their job, and must provide the anticipated length of absence and any functional limitations that the employee may have upon returning to work.

B. Unless concurrently on a Family Care and Medical Leave, an employee granted a non-occupational disability leave of absence shall utilize available accrued sick leave, and vacation time during the period of their disability. The employee may elect to use compensatory time off prior to being granted leave without pay. Paid leave must be exhausted prior to being granted leave without pay unless the employee is concurrently on a Family Care and Medical Leave. (Refer to Administrative Regulation 2.28 - Family Care and Medical Leave).

C. An employee may continue life, health, dental and long-term disability coverages while on leave of absence without pay by paying the full cost of such coverages. The City will pay its share of the employee's health insurance premiums for an employee on FMLA/CFRA unpaid leave of absence for up to 12 weeks. If the employee's portion of the premiums are not paid or the employee fails to pay the premiums after 12 weeks, the employee will be terminated from coverage. (Also refer to Administrative Regulation 2.28 - Family Care and Medical Leave).

D. An employee returning from a non-occupational disability leave must provide a physician's statement that indicates that they are fit to return to work.

E. If additional leave is desired, the employee may request the additional leave in accordance with the extended leave provision in the Personnel Rules and Regulations.

An employee who returns to work at the end of their leave of absence will be returned to their former position or to a similar position for which they are qualified, unless the position has been eliminated due to layoffs.

11.6 CATASTROPHIC ILLNESS LEAVE

The following sets forth how employees can use catastrophic illness:

A. Definition of Catastrophic Illness or Injury - An acute or prolonged illness usually considered to be life-threatening or with the threat of serious residual disability.

B. Eligibility for Catastrophic Leave - Employees may qualify for catastrophic leave if the employee or an employee's spouse, child, parent or domestic partner is experiencing a medically verified catastrophic illness or injury that creates a financial hardship for the employee. An employee must exhaust all vacation, compensatory time, and eligible sick leave prior to using catastrophic leave donations. Employees will not be eligible to receive additional leave accruals while using catastrophic leave donations.

C. Donations - Employees will be permitted to voluntarily transfer 8 hours per pay period of accrued vacation or compensatory time, to a catastrophic leave bank of an employee who has exhausted their accrued leave banks as a result of a catastrophic illness or injury. In no event shall sick leave be donated. Donations may be made across all divisions and departments within the City.

D. Coordination with Other Paid Benefits – Employees who are receiving long-term disability or workers' compensation benefits may supplement the benefits with catastrophic leave not to exceed their base salary. Employees will continue to be eligible for routine special and premium pays, certification pays, etc. while on catastrophic leave. "Routine" pay is defined as additional pay which the employee receives on a continuous basis (e.g., bilingual pay, EMD pay, etc.), but does not include pays which an employee only receives while performing a specific function and/or non-routine assignment (e.g., Matron pay, etc.). At no time, will the combination of donated leave and long-term disability or workers' compensation benefits result in the employee receiving more than 100% of their regular wages. Catastrophic leave donations will not meet the qualifications for the flex contribution and cannot be used towards voluntary deductions (including deferred compensation, United Way deductions, etc.).

An employee requesting catastrophic leave donations must submit a completed Catastrophic Leave Request form to their department director. In the event that the employee is incapacitated and cannot complete the Catastrophic Leave Request form, the department director may submit it on the employee's behalf.

11.7 MILITARY LEAVES

An employee having a probationary or regular appointment shall be entitled to such benefits as are provided in the California Military and Veterans Code and the U.S. Code. An employee requesting such military leave shall present a copy of their military orders to their department director prior to the beginning of the leave.

Employees are entitled to a temporary military leave of absence not to exceed 180 calendar days per year. Employees having more than one year continuous service and granted a military leave of absence are entitled to receive the equivalent salary up to the first 30 calendar days of any one military leave, or during any one (1) calendar year. Weekend drills are excluded from the meaning of ordered military leave. An employee who is ordered to a weekend drill can request to flex their time off during the same FLSA workweek.

11.8 SCHOOL ACTIVITY LEAVE

CMCEA has requested that Labor Code section 230.8, which deals with unpaid leaves of absence to participate in various school activities of an employee's dependents, specifically be referenced with this MOU. Employees may use accrued leave time or vacation time, or if no time is available, time without pay, for activities described in Labor Code section 230.8. Employees are entitled to up forty (40) hours per calendar year or eight (8) hours per month of unpaid leave. The Employee will provide written verification of any such activity for which they request time off, at the request of their department director.

11.9 REPORTING ABSENCES

An employee who is absent from duty because of illness or injury (i.e., the need to use sick leave) shall report such absence to their department director or immediate supervisor prior to the time of expected absence whenever possible, and in no case later than one-half (1/2) hour before unless an emergency prevents the employee from reporting their absence before the beginning of their normal work shift. Absences not reported in such manner may be subject to disciplinary action.

11.10 BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of a death or critical illness where death appears imminent of grandparent, father, mother, brother, sister, (this includes step brothers and sisters) wife, husband, or child of employee, spouse, or domestic partner such employee shall, upon approval of their department director, be entitled to charge such absence as “bereavement leave” to a maximum of five (5) working days in a calendar year. This leave may also be used in the case of a miscarriage by a female employee and/or employee whose spouse or registered domestic partner suffers a miscarriage. This would also apply in the case of a miscarriage by a surrogate. Any additional time that may be required must be approved by the employee’s Department Head (and will be approved if required by law) and will be charged first to sick leave, then the employee can choose between vacation, compensatory time off or floating holiday leave. If all such leaves are exhausted it will be charged to unpaid leave if the employee does not have accrued sick leave, vacation compensatory time off or floating holiday leave**.** The City Manager or designee, upon written request, may grant bereavement leave to an employee for persons in other relationships to the employee than are listed above.

11.11 HOLIDAY LEAVE

The following are the eleven (11) designated holidays:

- New Year’s Day - January 1st
- Martin Luther King, Jr. - third Monday in January
- President’s Day - third Monday in February
- Memorial Day - Last Monday in May
- Juneteenth Day – June 19th
- Independence Day - 4th of July
- Labor Day - 1st Monday in September
- Veteran’s Day - November 11th
- Thanksgiving Day - 4th Thursday in November

- Day after Thanksgiving - 4th Friday in November
- Christmas Day - December 25th

In the event any of the above holidays fall on Saturday, the preceding Friday (or Thursday if the preceding Friday is a closure day) will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed.

A. In addition to the eleven (11) holidays above, employees receive sixteen (16) floating holiday hours. Employees may schedule with their supervisor any time during the year to use the floating holiday hours. At the end of the calendar year, any remaining holiday hours will be cashed out. Employees hired after January 1st of each year are eligible for the 16 hours of floating holiday pay on a pro-rata basis during the calendar year based on the established City holiday schedule. If an employee separates from the service of the City and has used or been paid for floating holiday pay in advance of Lincoln's Birthday and/or California Admission Day, the City will deduct the cash value for the floating holiday benefits paid, but unearned, from the final paycheck.

B. In order to be eligible for holiday pay for the eleven holidays above, an employee must either work or be on paid status the day immediately before, or after the holiday if scheduled.

C. All employees who receive time off for the above listed holidays shall receive full pay.

D. Paid Full Shifts for Holidays - When a holiday is observed by the City, employees who take the holiday off shall record on their timesheets the hours that correspond with their regular workday shift within their established workweek schedule (i.e., employees on the four ten-hour day workweek (4/10) will record 10 hours for the holiday; employees who work on a 9/80 work schedule shall record 9 hours, or 8 hours as applicable, for the holiday; and employees regularly scheduled to eight-hour workday schedules shall record 8 hours for the holiday).

E. Employees Who Work Without Regard to Holidays - Prior to the beginning of each calendar year, Police Department employees who must work without regard to the above listed holidays must irrevocably elect for the next year to either receive holiday leave (in which case they will receive one hundred and twenty (120) hours if assigned to a 4/10 or 3/12 work schedule, one hundred and eight (108) hours if assigned to a 9/80 work schedule or ninety-six (96) hours if assigned to a 5/40 work schedule) that they can use either on the actual holiday or work on the holiday and use at another time) or cash out for the holidays (in which case they will receive ninety-six (96) hours of holiday pay).

Employees who choose the cash out option will receive a holiday pay bank of 96 hours beginning the first pay period for the new payroll year. This holiday pay bank may be cashed out at any time during the year. At the end of the payroll year, any remaining holiday pay will be cashed out unless the employee previously elects to have it applied as accrued vacation. Throughout the payroll year, if an employee, who has selected holiday pay, decides to take a holiday off, they must use either vacation or comp time, to cover the leave since they received holiday pay.

Notwithstanding the above, if due to the way the pay periods occur, an employee receives 11 or 13 holidays in the calendar year, employees who choose the cash option will receive 104 hours (if there are 13 holidays) or 88 hours (if there are 11 holidays) beginning the first pay period of the new payroll year. Holiday pay will be paid at the employee's base rate of pay.

Employees who irrevocably elect (prior to the end of the calendar year for the following calendar year) to earn holiday leave rather than holiday pay will receive a bank of 96, 108, or 120 hours, depending upon their assigned work schedules. The hours will be available the first pay period of the new payroll year. Employees will have holiday leave available to use during the year, including (assuming if the employee requests and is approved for taking a holiday off, an actual holiday). However, employees must make a request to use holiday leave at least four (4) working days prior to the requested time off. Approval of the time off request will be based upon available staffing needs and the needs of the employee. At the end of the payroll year, any remaining hours in the holiday leave bank will be carried over to the next payroll year (however, the subsequent year's bank shall be reduced by the number of hours carried over).

Notwithstanding the above, if due to the way the pay periods occur, an employee receives 11 or 13 holidays in the calendar year, employees who choose the leave option will depending on their schedule receive 104, 116 or 128 hours (if there are 13 holidays) or 88, 96 or 108 hours (if there are 11 holidays) beginning the first pay period of the new payroll year.

For employees defined as "Classic Members", the parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as Holiday Pay pursuant to Title 2 California Code of Regulations, Section 571. For employees defined as "New Members", the parties agree, to the extent permitted by law, the compensation in this section is not special compensation and will not be reported as such.

F. Employees hired after January 1 of each year are eligible for holiday pay on a pro-rata basis during the calendar year based on the established City holiday schedule. If an employee separates from the service of the City and has used or been paid for holiday pay in advance of the date(s) or day(s) the holidays actually occurred, the City will deduct the cash value for the holiday benefits paid, but unearned, at the time of separation from the final paycheck. If an employee transfers or promotes to a position not covered by this provision and the employee has been paid in advance of the date(s) or day(s) the holidays actually occurred, the employee will be required to record absence with no pay for the remainder of the holidays that year.

G. Annual Holiday Closure – City Hall will be closed between Christmas Day (December 25th) through New Year's Day (January 1st). City Hall, Maintenance and designated Police Department employees may choose to work or may take time off and utilize personal leave during the closure. Employees who do not have available leave may take absence without pay. Employees who take absence without pay will still be entitled to the flexible benefit contribution per Article 8.5. Additional days may be added to the closure as designated by the City Manager on an annual basis.

11.12 **JURY DUTY**

A. An employee who is called for jury duty shall be compensated (as though they were working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. Employees are required to provide documentation to Human Resources that they are on jury duty and once completed, documentation from the court that they have completed their jury duty service. This documentation is necessary for employees to receive pay for jury duty.

B. If a unit member is required to be absent from work to report for jury duty, the employee will notify their supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that they must report the next day.

C. An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours or more left on their shift or call in to their supervisor and ask to use leave to cover the rest of their shift.

D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

E. An employee who is scheduled for a swing or graveyard shift on a day they are called to jury service will be authorized to change their work hours in order to report to jury service under the same provisions of 1-3 above.

F. An employee who is called to jury duty will not be subject to working their full graveyard or swing shift if there is not a minimum of 10 hours before or after assigned jury duty. If there is less than 10 hours between the end of a shift and the start of jury duty, an employee will be permitted to leave their shift early to allow for a minimum break of 10 hours. If there is less than 10 hours between the end of jury duty and the start of their shift, an employee will be able to delay their usual start time to ensure a 10-hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

The employee is entitled to retain any mileage allowance if paid by the court.

11.13 **INDUSTRIAL ACCIDENT LEAVE**

A. In the event that any employee is absent from work as a result of any injury, illness or disease arising out of and during the course of employment with the City of Costa Mesa, such absence shall be considered to be industrial accident leave as specified below and nothing contained in this MOU shall be deemed to affect or limit in any manner the employee's entitlement to medical, surgical and hospital treatment as provided under California's Workers' Compensation laws.

1. Eligibility

a. If the employee is unable to perform their assigned duties due to job-related injury or illness and is entitled to Worker's Compensation Temporary Disability under the provisions of California's Workers' Compensation Act.

b. If the employee reports all on-the-job or off-the-job injury or illness which may impair their ability to perform regularly assigned duties to their supervisor within 24 hours (or the next regularly scheduled workday, whichever is sooner) of the incident, except under extenuating circumstances. Extenuating circumstances under which an employee may report an injury beyond the above limits shall include but not be limited to a report at the time the employee realizes the injury is disabling and the medical evidence is consistent with the claim. Failure to report said injury or accident may be grounds for disciplinary action. After review by the Department, said report shall then be forwarded to the Risk Management Division.

c. Medical treatment is provided and maintained by a licensed physician, chiropractor or a licensed medical practitioner as prescribed by a licensed physician, acceptable to the City's Workers' Compensation Administration. If the employee has notified the Personnel Office in writing prior to a job injury/illness, the employee's own physician may be used if said physician treats for workers' compensation and can attest that they previously directed treatment for them and has their medical records including their medical history. After thirty days, an employee has the right to select their own physician provided the employee notifies the Workers' Compensation Administrator in writing of the doctor's name and address prior to the first appointment. The employee must *also* be disabled from and unable to perform any work regularly performed by a City employee that the City makes available with priority being in the employee's department and light duty availability.

2. Caveat - If the illness or injury resulted from the failure to wear prescribed safety or personal protective clothing or equipment; use provided safeguards or safety equipment; follow safety rules and regulations, or other departmental work rules; or the employee's gross negligence or willful misconduct was the proximate cause of the absence; *the incident* may be grounds for disciplinary action.

3. Administration

   a. Any employee who is going to be absent from work over one week with an industrial injury shall contact his designated departmental safety representative each Thursday or any other time designated by the departmental safety representative and report their medical progress and approximate date of return to work and any other information the designated departmental safety representative deems appropriate.

   b. Employees on industrial leave must report any change in their normal place of residence or the address reported where they will be during normal business hours while recovering from job-related injuries or illness. Before leaving that location for a period in excess of one (1) day, they shall notify the departmental safety representative, and must be available for appointments or consultation as may be required by the City or Workers' Compensation Administrator. The departmental safety representative shall issue weekly reports to the department director with copies to the Risk Management Division advising of the employee's status.

   c. The employee must make available after each medical appointment a medical prognosis for the likelihood of the employee's return to their regular and/or light duty with all applicable work restrictions. Industrial leave may not be granted if a light duty job assignment is available within the employee's work restrictions.

   d. If further remedial action is indicated, the employee must follow a course of treatment which will enable return to full employment at the earliest possible time.

4. Denial of Industrial Leave - Industrial leave will not be approved when any of the conditions of section 1 above are not met, or when competent medical authority as outlined in 1.d of this section determines the disability to be a result of a pre-employment or non-industrial medical condition/ Industrial leave will also be denied if the leave requested is due to a medical condition for which the employee has already received a Settlement or a Compromise and Release pursuant to a prior legal action, or is requested relative to an injury or illness for which the City has previously denied industrial leave.

5. Industrial Leave will terminate when one of the following occurs:

   a. The employee fails to follow the advice of the treating physician by failing to pursue a course of treatment which will lead to recovery in a timely manner.

   b. The employee's condition becomes medically permanent and stationary within the guidelines of the state's Workers' Compensation scheme.

   c. It is medically determined that the employee will never be capable of performing the duties of their classification.

   d. The employee no longer qualifies for *a* compensable industrial leave as defined in paragraph C below.

   e. The employee is engaged in outside employment or activity which would impede recovery and prolong their return to work as determined by competent medical authority.

B. In all cases as specified in Item 8.13(A) above where sickness or injury is incurred as a result of employment and is initially compensable under California's Worker's Compensation laws, the employee's full regular salary for the waiting period required under such laws shall be paid by the City.

   If there is a question about whether the injury or illness qualifies as an industrial injury under the state's Workers' Compensation laws, the City will conduct an investigation and make a determination as provided under such laws. Compensation for time off due to disability during this determination period will be maintained through the use of the employee's personal accrued leave. If the injury is determined to be industrial, then the time off due to the disability will be converted to Industrial Accident Leave and the personal leave hours used during the determination period will be restored to the employee.

C. All regular or probationary full-time employees, shall be entitled to Industrial Accident Leave and compensation on the following basis:

   When any full-time employee of the City (including probationary full-time employees) qualifies for temporary disability payment under the State of California Labor Code or the Workers' Compensation benefits, the employee shall receive paid leave, after a three-day waiting period for a period not to exceed (up to) sixty-six workdays (528 hours) of leave for each separate injury. An injury shall be deemed to continue through a recurrence or aggravation to the original injury. Claimed recurrences or aggravations of any injury approved for industrial leave shall be charged to the balance, if any, of the maximum allowance of such leave for the original injury.

   The leave in this section is intended for compensation while the employee is disabled from work and shall not be used to attend doctor's appointments, physical therapy, or other medical appointments when the employee is cleared to work light, modified or regular duty.

D. Employees with accepted industrial injury leave shall continue to receive a flex contribution for benefits in accordance with Section 7.3. Employees under this section will be responsible for the employee portion of health and any other cafeteria plan premiums for the duration of coverage under the plan.

11.14 **FAMILY AND MEDICAL CARE LEAVE**

RIGHTS AND OBLIGATIONS - As required by State and Federal law ("FMLA") the City will provide family and medical care leave for eligible employees. Administrative Regulation 2.28 sets forth employees' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth therein are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA) (Government Code 12945.2).

ENTITLEMENTS - Rights of qualified employees under FMLA include: (1) entitlement of up to 12 weeks of unpaid leave in a year; (2) continuation of the City's portion of any medical insurance contributions made on behalf of the employee for the duration of the leave; and (3) no loss of seniority.

ARTICLE 12 - PROBATONARY PERIOD - DISPATCHER

12.1 Part-time employees in the Public Safety Dispatcher or Senior Public Safety Dispatcher classifications who are rehired to full-time status in the same classification will have their probationary period waived if they meet the following criteria:

A. Employees must have previously completed the probationary period for their classification.

B. There was no break in City service in the same classification over one year between their full-time and part-time employment.

Service as a part-time employee will not count towards City or Department full-time seniority.

CHAPTER 5 – EMPLOYER-EMPLOYEE RELATIONS

ARTICLE 13 - GRIEVANCES

13.1 **DEFINITION OF A GRIEVANCE**

A "grievance" is a formal, written allegation by an employee or CMCEA (referred to as “grievant”), that that there has been a violation, misinterpretation or misapplication of this Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations or other City policies. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure, although other methods of review may be joined with the grievance procedure where the factual basis for the review and the grievance are similar. The grievance procedure is the sole and exclusive method to resolve any grievance as defined herein.

If the employee’s grievance alleges that the City’s violation, misinterpretation or misapplication of this Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations or other City policies was caused by discrimination, the grievance shall be placed in abeyance. The City will promptly conduct an investigation of the allegation of discrimination per its harassment, discrimination and retaliation policy. If there is a finding of discrimination, the City will work with the employee and/or their representative to address a remedy. If the investigation concludes that there was no discrimination, the grievant may still continue with the grievance procedure.

13.2 **GRIEVANCE PROCEDURE**

A. Informal Resolution: Every effort shall be made to resolve a grievance through discussion

between the employee and their immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without any discrimination against employees who may seek to resolve a grievance by invoking this procedure. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant (either an employee or the Association) knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal meeting with the grievant's immediate supervisor.

B. The immediate supervisor shall render their decision in writing within fifteen (15) calendar days of the informal conference. If the problem cannot be resolved between the employee and the supervisor, the employee may, within ten (10) calendar days from the date of receiving the answer from their supervisor, request and be granted a meeting with the division manager, if one exists, in order to discuss the grievance.

C. The division head shall render their decision in writing within fifteen (15) calendar days of receiving the appeal. If the division head and employee cannot reach a solution to the grievance, the employee may, within ten (10) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted a meeting with the department director within seven (7) calendar days of the grievant's request to discuss the grievance to try and reach a resolution which is satisfactory to the grievant. The department director shall meet with the employee within seven (7) calendar days unless the date is mutually extended between the director and the grievant. If the grievant and director cannot satisfactorily resolve the grievance, the director will issue a written decision regarding the grievance within fifteen (15) calendar days after meeting with the grievant.

D. The grievant may, within fifteen (15) calendar days from the date of the decision by the department director, submit a written appeal to the City Manager or designee or request grievance mediation.

E. As an alternative to proceeding directly to the final step of the grievance procedure, the parties may mutually agree to submit a grievance to mediation. A request for mediation may be presented in writing to the Assistant City Manager or designee within fifteen (15) calendar days from the date a decision was rendered by the Department director. A request for mediation will automatically suspend the normal processing of grievance until the mediation process is completed, or the request is denied. The Assistant City Manager shall endeavor to schedule the mediation meeting within thirty (30) calendar days. The mediation process shall be optional. Within ten (10) calendar days after completion of the mediation process, assuming the mediation does not resolve the grievance, the employee may request to proceed to the final step of the grievance process.

F. Should grievance mediation not produce satisfactory resolution, the grievant may request the matter be heard by City Manager or designee, or an impartial hearing officer (arbitrator). The recommendation of an arbitrator shall be advisory to the City Manager or designee. Should the matter be submitted directly to the City Manager or designee they shall schedule a meeting or respond in writing. Each party shall pay the cost of the arbitration. A court reporter shall be retained only by mutual consent of the parties. If the grievant chooses to have the matter heard by a hearing officer (arbitrator), the grievant and City representative can agree on an arbitrator. If the parties cannot reach agreement on an arbitrator, the Human Resources Manager or designee will send a letter to the State Mediation and Conciliation Service at PERB requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.

G. If any of the time limits associated with any of the steps wherein an employee may appeal the determination of a prior step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the supervisor or manager responding on behalf of the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step.

H. An employee who is a grievant may request the assistance of another person of their own choosing in preparing and presenting their grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, they shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present. Any representative of the employee must be acceptable to the Association or said representative shall not assist the employee with the grievance.

I. The employee and/or their representative may use a reasonable amount of work time as determined by the appropriate supervisor or department director in presenting the appeal. However, no employee shall absent himself or herself from scheduled work without first being excused by their supervisor.

J. No employee shall be required to be represented by CMCEA in processing a grievance.

K. Employees shall be assured freedom from reprisal for using the grievance procedures, or for being a witness in a grievance, by both the City and the employee organization.

L. The settlement terms of a grievance whether filed by CMCEA or an employee shall not conflict with the express provisions of this MOU.

M. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

ARTICLE 14 - DISCIPLINE

14.1 BASIS FOR DISCIPLINE

The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance record. Disciplinary action shall be based upon any of the following grounds, but is not limited to only these grounds:

A. Fraud in securing employment or making a materially false statement on an application for employment or on any supporting documents furnished with or made a part of any application.

B. Incompetence such as failure to comply with the minimum standards for an employee's position for a reasonable period of time.

C. Neglect of duty, such as failure to perform the duties required of an employee's position.

D. Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.

E. Dishonesty involving employment.

F. Using or being under the influence of alcohol or intoxicating drugs while on duty without a prescription. Bringing alcohol or controlled substances onto any City work premises, or onto any location where City business or services are performed by City employees.

G. Addiction to or habitual use of alcoholic beverages, narcotics or any habit-forming drug.

H. Inexcusable absence without leave.

I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.

J. Discourteous treatment of the public.

K. Improper or unauthorized use of City property.

L. Violation of the rules and regulations of any department.

M. Any act of conduct undertaken which, either during or outside of duty hours, is of such a nature that it causes discredit to fall upon the City, the employee's department or division.

N. Failure to maintain proper conduct during working hours causing discredit to the employee's department or division. Such as:

1. Fighting or causing an assault on a fellow worker, citizen or any other person while employed by the City.

2. Abusing City records or information obtained while in the employ of the City.

3. Falsification of City records.

4. Threats of bodily harm perpetrated at work, or toward fellow workers.

5. Failure to observe work schedules, including lunch periods and breaks.

6. Consistent failure to perform work assignments in an acceptable manner or at an acceptable level of output.

7. Destruction of City property.

8. Engaging in any sort of harassment (sexual, racial, ethnic, religious, etc.)

9. Intentionally treating other employees differently because of their race, sex, age, religion, national origin, marital status, physical or mental disability, sexual preference or other protected category.

O. Abuse of sick leave.

P. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.

Q. The employee's failure to resolve a physical or mental infirmity(s) or defect(s) when it is within the capacity of the employee to do so and when directed by their supervisor.

R. Outside employment which conflicts with the employee's position and is not specifically authorized by the department director.

S. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties.

T. Falsification of any City report or record, or of any report or record required to be, or filed by the employee.

U. Violation of any of the provisions of the City Code, ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the City Council, City Manager, department manager or supervisor.

V. Political activities precluded by Local, State or Federal law.

W. Other acts which are incompatible with service to the public.

14.2 TYPES OF DISCIPLINE

Types of discipline include the following: warning/reprimand, suspension, demotion or reduction in pay and dismissal. Voluntary demotions as well as performance evaluations are not considered disciplinary actions. The appeal or the review of a performance evaluation is limited to the supervisor's supervisor, whomever that may be. The following procedures shall be followed when, in the judgment of the department director, an employee has committed an act or omission that justified the disciplinary action indicated. Except for written warnings/reprimands, the department director or their designee shall advise employees of contemplated disciplinary actions in writing and allow the employee an opportunity to respond to such charges prior to taking action.

When life, or employee safety, is endangered, or the self-control of an employee is questionable, a supervisor shall take immediate action to reduce or eliminate the danger or to establish control. In case of an emergency, an employee shall have all of the rights set forth herein, except, in the discretion of the Department Directors, Assistant City Manager, City Manager or designee, an employee may be placed on administrative leave with pay pending pre-disciplinary procedures.

A. Warning/Reprimand: If the warning/reprimand is in writing it should be signed by the employee acknowledging receipt. The department shall give the employee a copy and forward a copy to the Assistant City Manager for review and retention in the employee's personal history file. A written warning/reprimand shall contain a description of the events which necessitated the action, specific expectations of change by the employee, and notice of further action in the event a change by the employee does not occur. An employee shall have the right to attach a written rebuttal and/or file an appeal.

B. Suspension: A department director or their designee may suspend an employee with or without pay from their position. Any placement of an employee on administrative leave pending pre-disciplinary response shall be with pay. The Department Director shall advise

the Assistant City Manager in writing of such intended action and shall give a copy of such statement to the employee. The written statement shall contain a description of the events which necessitated the suspension, a statement of the charges, notification that the employee may review and be provided with the materials leading to the suspension, the right of the employee to meet with the Department Director and/or to respond in writing within a reasonable time frame to the charges, and notice of further action in the event a change by the employee does not occur. Unless extended by approval of the City Manager or designee on written recommendation of the department director, the maximum period of suspension shall be thirty (30) calendar days. These procedures are available prior to the implementation of discipline.

Disciplinary actions involving suspensions of four (4) workdays or less, as well as oral and written reprimands are not exempt from the notification requirements. However, in such disciplinary actions the employee does not have the right to respond to the Department Director prior to the effective date of the proposed action.

C. Demotion or Reduction in Pay: A department director shall advise the Assistant City Manager in writing of their intention to demote or reduce the salary of an employee prior to taking such action. In demoting an employee or reducing their salary, the department director shall make a written notice and shall give a copy of said notice for demotion or reduction in pay to the employee and forward a copy to the Assistant City Manager for review and retention in the employee's personal history file. The written statement shall contain a description of the events which necessitated the demotion, a statement of the charges, notification that the employee may review and be provided with the materials leading to the demotion, the right of the employee to meet with the Department Director and/or respond in writing within a reasonable time frame to the charges, and notice of further action in the event a change by the employee does not occur.

D. Dismissal: A department director shall advise the Assistant City Manager in writing of their intention to dismiss an employee prior to taking such action. In dismissing an employee, the department director shall make a written notice and shall give a copy of said notice of dismissal to the employee and forward a copy to the Assistant City Manager for review and retention in the employee's personal history file. The written statement shall contain a description of the events which necessitated the dismissal, a statement of the charges, notification that the employee may review and be provided with the materials leading to the dismissal, and the right of the employee to meet with the Department Director and/or respond in writing within a reasonable time frame to the charges. These procedures are pre-disciplinary in nature.

14.3 NOTICES

Written notices will be given to the employee in person whenever possible and the employee's signature obtained to indicate receipt. In the absence of personal service, the notice may be sent by certified mail.

14.4 EMPLOYEE'S RESPONSE

An employee's opportunity to respond to the Department Director is not intended to be adversarial in nature. An employee has the right to have a representative of their own choosing at the meeting. The employee need not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Director's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the department director's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

The Department Director will evaluate the proposed discipline in light of the employee's response, if any. Within five (5) working days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by certified mail.

14.5 APPEAL PROCEDURE

Major Discipline - Any permanent employee in the classified service shall have the right to appeal any termination, suspension of forty (40) hours or more, denial of a merit increase, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to probationary employees. The appeal process shall not be applicable to verbal reprimands and performance evaluations.

An employee desiring to appeal the Department Director's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Assistant City Manager and received in the Human Resources Division so that same is date stamped by the Human Resources Division within the 10-day period.

If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Director shall be considered conclusive and shall take effect as prescribed. If, within the 10-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Division, an arbitration appeal hearing shall be established as follows (the discipline shall nonetheless be implemented concurrent with the Department Director's determination, subject to later modification as may result from the appeal process):

A. The employee shall file a written request with the Human Resources Division for advisory arbitration to the City Manager or designee. The City and employee will be responsible for all arbitration-related expenses, excluding attorney fees and staff time.

B. If the employee chooses to have the matter heard by a hearing officer (arbitrator), the employee's representative and City representative can agree on an arbitrator. If the parties cannot reach agreement on an arbitrator, the Human Resources Manager or designee will send a letter to the State Mediation and Conciliation Service at PERB requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.

C. The selected arbitrator shall serve as the hearing officer.

D. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 60 calendar days, from the date of the filing of the appeal with the Assistant City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

E. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.

F. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

G. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

H. Each party shall have these rights: To be represented by legal counsel or other person of their choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called there to testify; and to rebut the evidence against them. The employee may be called by the party bearing the burden of proof and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

I. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;

2. The appealing party shall then be permitted to make an opening statement;

3. The party imposing disciplinary action shall produce the evidence on their part; the City bears the burden of proof and burden of producing evidence;

4. The party appealing from such disciplinary action may then open their defense and offer their evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;

5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;

6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

J. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. They shall base their findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties and Personnel Division representatives, shall be excluded from the hearing unless the hearing officer, in their discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason they believe to be important to reaching a fair and proper decision. The hearing officer shall render their judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. Their decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

K. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. They may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee.

L. The hearing officer's opinion and recommendation shall be filed with the City Manager or *designee*, and the Assistant City Manager and shall set forth their findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

M. The decision of the City Manager or Assistant City Manager shall be final and conclusive. Copies of the City Manager's or designee's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager or designee.

N. Each party will be responsible for all arbitration-related expenses, excluding attorney fees and staff time. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

O. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager or designee, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision by the City Manager or designee, whichever is applicable.

P. The employee may be placed on administrative leave until resolution/conclusion of the appeals process.

Q. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this section, including the appeal the City Manager's or designee's final decision into the California Court System, which must be made in accordance to the time standards and procedures established by Section 1094.6 and 1094.5 of the Code of Civil Procedure.

Minor Discipline - Any permanent employee in the classified service shall have the right to appeal any written reprimand and/or suspension of four (4) days or less. The appeal process shall not be applicable to those positions which may be deemed exempt from the classified service or to probationary employees.

If the problem cannot be resolved between the employee and the supervisor, the employee may, within ten (10) calendar days from the date of receiving the answer from their supervisor, request and be granted an interview with the department director or their designee, in order to discuss the appeal.

The department director or designee shall render their decision in writing within fifteen (15) calendar days of receiving the appeal. If the department director and employee are unable to arrive at a satisfactory solution, the employee may, within fifteen (15) calendar days from the date of the decision by the department director, submit a written appeal to the City Manager or designee. The City Manager or designee will respond, or their designee will respond or schedule a meeting within fifteen (15) calendar days. The City Manager or designee shall render their judgment as soon after

the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. Their decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

ARTICLE 15 – LAYOFF PROCEDURES

15.1 PURPOSE

Employees covered by this MOU may be laid off due to material changes in the essential duties of their job or due to material changes in the organization. Likewise, the shortage of work or funds available to the City may also cause layoffs. In addition, in the event that the grant funding is no longer available, the grant funded position may be eliminated. If a layoff is deemed necessary, the Department Directors or Assistant City Manager shall notify the City Manager or designee of the layoff with reasons thirty (30) calendar days before the effective date of layoff. Said employee shall be considered for re-employment as provided by the Personnel Rules.

15.2 PROCEDURE

When a position within a class is eliminated thereby necessitating a layoff, the following procedure shall be followed:

A. Reductions in the workforce shall be made by class within a department except that, where appropriate, the City Manager or designee may authorize a layoff by division or smaller unit within a department. In the event of a comprehensive reduction in the workforce, the City Manager or designee may decide to lay off by class City-wide regardless of department.

B. In accordance with Rule 14, Section 9 of the Personnel Rules and Regulations, thirty (30) calendar days before the effective date of layoff, the Department Directors or Assistant City Manager shall notify the City Manager or designee of the intended action with reasons therefore In the event a decision is made by the City to contract out for a specific service performed by City employees, the City will give the affected employees a minimum of six (6) months advance notification in which to evaluate their own situation and assist in planning for the future. The City shall meet and consult with CMCEA on such matters as the timing of the layoff and the number and identity of the employees affected by the layoff.

C. A reassignment or voluntary demotion within the employee's division or department to an equivalent or lower job class may be made to prevent a layoff, provided the employee is qualified by education and/or experience, is capable of performing the duties of the classification and has satisfactory performance evaluations for the preceding two (2) years. An employee so reassigned or demoted shall be placed on the salary step within the new classification range closest to the rate of pay which the employee previously received. Whenever an employee is reassigned or demoted to a vacant position in the same class, an equivalent class, or lower class as herein provided, they shall retain the same anniversary date for purposes of merit pay increases. An employee so reassigned or demoted shall be reinstated to their former job class and salary step status when positions in the former job class within the affected division or department become vacant, provided that the employee has performed satisfactorily in the current position and requests reinstatement to the former position. Such reinstatement shall be on the basis of City-wide seniority.

D. In the event of a layoff, those employees in the classification affected with the least City-wide seniority shall be laid off first. Seniority shall be defined as continuous City service based upon hire date. Strict application of seniority shall prevail unless exceptional

circumstances occur of which the concerned employee organization shall be fully apprised in advance. The order of layoff shall be:

1. Part-time and temporary employees in the affected classification shall be separated first.

2. Probationary employees in the affected classification shall be separated next.

3. Permanent employees with the least City seniority will be laid off first. Other affected employees will be laid off in sequential order thereafter.

4. Exceptional circumstances, as used above, includes the City's maintenance of a qualified workforce of competent employees based upon the persons employed having satisfactory performance evaluations for the preceding two (2) years.

5. Exceptional circumstances also include the recognition of the need to retain employees possessing special technical skill, training or knowledge within an affected classification as dictated by the work or services being performed. This exception can only be applied to those classifications within the occupational series utilizing said skills, knowledge or training. The determination to grant such an exception can be made only with the approval of the City Manager or designee. The City will share the findings of any proposed exception with CMCEA prior to making any recommendation to the City Manager or designee.

6. Employees who have not successfully completed promotional probation by the layoff notification date shall revert back to the last class in which the employee held permanent status for purposes of determining order of layoff.

7. When two (2) or more employees have *equal* seniority, the department shall determine the layoff order for these employees based upon merit and ability as determined by their performance evaluations for the preceding two (2) years and possession of specific technical skills utilized in the job.

E. An employee scheduled to be laid off is entitled to displace, or "bump," into a position in a classification within the same occupational series which is currently being held by an incumbent with less overall City seniority, provided it is in a position in which the employee formerly held permanent status or one in which the employee is qualified by education and/or experience, and is capable of performing. The employee must exercise their displacement rights in writing within five (5) working days from receipt of layoff notification.

F. When the employee with the least City seniority is displaced by the person scheduled for layoff, the displaced employee shall be considered as laid off for the same reason as the person who displaced him or her and shall in the same manner be eligible to displace to a position in the same manner as described above.

G. An employee laid off from City employment shall be eligible for the same sick leave payoff as defined in the Sick Leave Incentive Program for retirees.

H. The name of an employee who has been laid off due to the reduction in the workforce shall be placed on the reemployment list for their job class. The reemployment list shall be used by all appointing authorities within the affected division or department whenever a vacancy for that class is to be filled. Names will remain on the appropriate reemployment list for a period of three (3) years from the date of separation. Persons on the reemployment list shall

be reemployed within the division or department from which they were laid off at their former salary step status when positions in their former job class become vacant. Reemployment shall be on the basis of previous City seniority. After separation from City employment for more than one (1) year, a person rehired may be required to successfully pass a physical and competency examination.

I. Whenever an employee is reemployed to a vacant position in their former job class, they shall be given a new anniversary date for purposes of merit pay increases and performance reviews in accordance with the provisions of the City's Personnel Rules and Regulations.

J. An employee rehired from the reemployment list shall be considered to have continuous service for seniority purposes and may be credited with the amount of accumulated vacation and sick leave they had accrued at the time of layoff if they remit to the City of Costa Mesa the payments received by the employee under the City's separation provisions and the Sick Leave Incentive Program.

K. Failure to return to work from layoff within twenty-one (21) calendar days after notice to return has been served upon the former employee by certified or registered mail at their last known address on file with the City's Human Resources Division shall constitute the employee's waiver of any right to return to work and eliminates any future reemployment requirements placed on the City.

L. All other benefits or programs in effect at the time of layoff shall be forfeited upon reemployment unless they are still applied to the old classification at the time of rehire or provided to new hires as of that date.

Employees subject to layoff may file a grievance under Rule 25 of the Personnel Rules and Regulations only if there has been an improper interpretation or misapplication of this procedure.

ARTICLE 16 – UNIFORM APPLICATION OF RULES

16.1 To attempt to maximize the uniform application of policies and rules, the City has an interest in providing training and information to assist employees in understanding their rights. Through the committed efforts of both the City's Human Resources Division and CMCEA, attempts will be made to resolve any related problems utilizing processes such as supervisory training, explanation of the harassment policy and informal grievance procedures.

ARTICLE 17 – COST OF SERVICES

17.1 POLICY

It is in the interest of the City of Costa Mesa and CMCEA to establish a consistent policy regarding the City's approach to evaluating the cost of providing municipal services on a regular basis in which CMCEA has an interest. It is recognized that as prudent professionals, the ongoing evaluation of costs should be a collective process of sharing information on a participative basis to develop sound decisions and appropriate practices. The City is interested in involving the employee associations to the greatest degree in this regard; and, as such, agrees to make them part of discussions regarding the contracting out of bargaining unit work.

17.2 CONTRACTING OUT

It is further agreed that should a decision be made to contract out for a specific service which is at the time being performed by employees covered by this MOU, the employees affected will be given sufficient notice (a minimum of six months) in which to evaluate their own situation and plan for their future. To this end, the City will make every effort to transfer and utilize regular attrition in making the necessary adjustments.

The City will assist employees in this endeavor through training and through preferential treatment (under meritorious consideration) when filing vacancies.

ARTICLE 18 – TEMPORARY EMPLOYMENT IN CMCEA-REPRESENTED POSITIONS

18.1 The City agrees to adhere to the hours limitation as outlined in Administrative Regulation 2.7 to ensure that temporary employees are not hired into vacated CMCEA-represented positions for long durations.

ARTICLE 19 – LABOR MANAGEMENT DISCUSSIONS

19.1 In the absence of contract re-openers, the City and CMCEA agree to meet not more than twice in a calendar year to discuss issues of mutual interest which may be subject to the meet-and-confer process. This MOU can be only amended by the written agreement of both sides.

ARTICLE 20 - SUPERVISORY JOB CLASSIFICATIONS

20.1 The employees in the classifications identified on Appendix A have been determined by the City Manager or designee to be supervisory employees. A "supervisory" employee is one who has recommendation authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, evaluate or discipline other employees, and/or responsibility to direct employees.

ARTICLE 21 - PERSONNEL RULES AND REGULATIONS

21.1 All applicable City Personnel Rules and Regulations (which have not been included herein) should be reviewed by employees as they may apply to them. If there is any conflict between this MOU and the Personnel Rules, the MOU provision shall apply.

ARTICLE 22 – BENEFIT REVIEW COMMITTEE

22.1 The Association shall maintain two representatives on the City's Benefit Review Committee. The Committee continually evaluates the City's benefit programs and makes recommendations on plan changes, benefit levels, payroll deductions and the addition or deletion of plans. Participation on the Benefit Review Committee meets the City's obligation to negotiate with the associations on changes to the City's group benefit plans unless an association determines that such changes are detrimental to the interest of its members.

REPRESENTATIVES OF THE
COSTA MESA CITY EMPLOYEES
ASSOCIATION (CMCEA)

ROBERT GONZALEZ
CMCEA President and
Negotiations Team Member

KELLY DALTON
CMCEA Negotiations Team Member

CARLOS HENRIQUEZ
CMCEA Negotiations Team Member

NIKKI JOHNSON
CMCEA Negotiations Team Member

MONIQUE PHAM
CMCEA Negotiations Team Member

ARASH RAHIMIAN
CMCEA Negotiations Team Member

REPRESENTATIVES OF THE
CITY OF COSTA MESA

CECILIA GALLARDO-DALY
City Manager

ALMA L. REYES
Assistant City Manager

KASAMA LEE
Human Resources Manager

FANNI ACOSTA
Human Resources Administrator

APPENDIX A

CMCEA Classifications

Accountant
Accounting Specialist I
Accounting Specialist II
Active Transportation Coordinator
Administrative Assistant
Animal Control Officer
Animal Control Supervisor
Animal Services Coordinator
Arts Specialist
Assistant City Engineer
Assistant Engineer*
Assistant Fire Marshal
Assistant Planner
Assistant Storekeeper
Associate Engineer*
Associate Planner
Building Inspector I*
Building Inspector II*
Building Technician I
Building Technician II
Business License Inspector
Buyer
Central Services Supervisor
Chief Construction Inspector*
Chief Plans Examiner*
Chief of Code Enforcement
Chief of Inspection*
Civilian Investigator+
Code Enforcement Officer I
Code Enforcement Officer II
Communications Installer+
Community Outreach Supervisor
Community Outreach Worker
Community Services Specialist+
Construction Inspector*
Contract Administrator*
Court Liaison Officer+
Crime Analyst
Crime Prevention Specialist
Crime Scene Investigation Supervisor
Crime Scene Investigator^
Custody Officer+^
Custody Supervisor^
Cyber Security Analyst
Economic Development Administrator
Electrical Inspector*
Electronics Technician
Emergency Medical Services Coordinator
Emergency Services Administrator
Emergency Services Training Specialist
Engineering Technician I*
Engineering Technician II*
Engineering Technician III*
Equipment Mechanic I*
Equipment Mechanic II*
Equipment Mechanic III*
Executive Assistant
Facilities Maintenance Technician*
Fairview Park Administrator*
Finance Officer
Financial Analyst
Fire Protection Analyst
Fire Protection Specialist
Grant Administrator
Graphics Designer
Lead Community Services Specialist+
Lead Equipment Mechanic*
Lead Facilities Maintenance Technician*
Lead Maintenance Worker*+
Maintenance Assistant*
Maintenance Superintendent*+
Maintenance Supervisor*+
Maintenance Worker*+
Management Aide
Management Analyst
Messenger
Multimedia Specialist
Network Systems Administrator
Office Coordinator
Office Specialist
Office Specialist I
Office Specialist II
Offset Press Operator I
Offset Press Operator II
Park Ranger+^
Permit Processing Specialist
Personal Computer/Network Assistant
Plan Check Engineer*
Plan Checker
Police Records Administrator+
Police Records Bureau Supervisor+
Police Records Shift Supervisor+^
Police Records Technician+^
Police Training Administrator
Police Training Assistant
Principal Planner
Programmer Analyst I
Programmer Analyst II
Property/Evidence Specialist
Property/Evidence Supervisor+
Public Right of Way Coordinator*
Public Safety Dispatch Supervisor+^
Public Safety Dispatcher+^
Range Master
Recreation Coordinator
Recreation Specialist
Recreation Supervisor
Senior Accountant
Senior Civilian Investigator+
Senior Code Enforcement Officer
Senior Combination Inspector*
Senior Communications Supervisor+
Senior Community Services Specialist+
Senior Electrical Inspector*
Senior Engineer*
Senior Lead Maintenance Worker*
Senior Maintenance Technician*
Senior Maintenance Worker*+
Senior Management Analyst
Senior Planner
Senior Police Records Technician+^
Senior Programmer Analyst
Senior Property/Evidence Specialist+
Senior Public Safety Dispatcher+^
Senior Recreation Supervisor
Storekeeper*
Tax Auditing Specialist
Treasury Specialist
Video Production Coordinator
Website Coordinator
Zoning Administrator

Classifications in **bold** denote supervisory classifications
*Classifications eligible for safety shoe allowance
+Classifications eligible for uniform reporting for PERS Classic Members
^Classifications that work without regards to holiday