

MEETING DATE: 10/09/06

AGENDA ITEM: Consideration of a Resolution to Adopt a Five (5) Year Memorandum of Understanding with the Culver City Employees Association for the Period of January 1, 2006 through December 31, 2010 and Rescind Resolution No 2006-R062

ATTACHMENTS

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WHEREAS, the Culver City Employees Association employee representatives and City representatives have met and conferred and executed a "Master" Memorandum of Understanding.

1. The Master Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, is hereby approved for the period January 1, 2006, through December 31, 2010.

APPROVED and ADOPTED this _____ day of _____ 2006.

ATTEST:

CHRISTOPHER ARMENTA, City Clerk

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MASTER MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CULVER CITY
AND
THE CULVER CITY EMPLOYEES' ASSOCIATION
(CCEA)

January 1, 2006 to December 31, 2010



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CULVER CITY, CALIFORNIA
AND
THE CULVER CITY EMPLOYEES' ASSOCIATION (CCEA)**

ARTICLE ONE

EMPLOYEE AND EMPLOYER RIGHTS

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter called the "MOU" is made by and between the City of Culver City, California, hereinafter called the "City", and The Culver City Employees' Association, hereinafter called "CCEA" representing the full-time, non-management, non-safety general service classified employees and unclassified regular part-time (RPT) general service employees of the City. This MOU is made pursuant to the California Government Code Section 3500, et seq.

II. RECOGNITION

A. FULL-TIME GENERAL SERVICE CLASSIFIED EMPLOYEES

The City hereby recognizes CCEA as the exclusive representative of the full-time, non-management, non-safety, general service classified employee classifications of the City, as set forth in Appendix "A," as amended, and attached hereto, pursuant to the City's Employer-Employee Relations Resolution No. CS-7938, as amended, generally referred to and hereinafter called "CCEA," General Service Employees" or "Employees."

B. REGULAR PART-TIME (RPT) GENERAL SERVICE UNCLASSIFIED EMPLOYEES

1. The City hereby recognizes CCEA as the exclusive representative of regular part-time (RPT) general service employee positions designated as RPT.
2. An RPT is a regular part-time, unclassified employee who has been appointed to work an annual average rate of at least twenty (20) hours per week and less than forty (40) hours per week, notwithstanding the fact that the aggregate number of hours worked

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per week in a combination of different positions may equal or exceed forty (40) hours in any given work week.

3. This recognition does not change the "at-will" status of any RPT employee. At-will employees:
 - Do not have any rights as set forth in the City's Civil Service Rules; and
 - Do not receive any additional or modification to any wages, benefits or terms and conditions of employment which are not expressly agreed to and provided for in this MOU.

III. BARGAINING UNIT CHANGES

Any change in the classes which compose the CCEA/General Service Employees unit shall be in accordance with the provisions of the City's Resolution No. CS-7938, as amended.

IV. TEMPORARY FILLING OF BARGAINING UNIT POSITIONS

A. VACANT AUTHORIZED POSITIONS

1. CCEA and City agree that a vacant authorized position in a bargaining unit classification may be filled on a temporary basis as follows:
 - Limited-term appointment that shall not exceed twelve (12) months in duration, except as may be extended for up to one (1) additional year but not to exceed two (2) years total, with approval by the Personnel & Employee Relations Director; or a
 - Provisional appointment not to exceed one hundred twenty (120) days, nor continue beyond thirty (30) days from the establishment of the Eligible List or the date of appointment from an Eligible List, whichever occurs first, except upon good cause, with justification provided to the Personnel & Employee Relations Director and approval by the City Manager.
2. Further details regarding Limited-term and Provisional appointments can be found in the Civil Service Rules.

B. LIMITATIONS

1. Unless the limited-term or provisional employee filling the vacancy is a classified unit employee, he/she shall not become classified or a member of the unit during the limited-term or provisional appointment.

2. Such limited-term and/or provisional employees shall:
 - Be at-will, and
 - Not have appeal rights regarding termination of the limited appointment, and
 - Not be subject to layoff seniority or bumping rights provided to classified unit employees.
3. The City agrees that an authorized position, which is not eliminated from the City budget, will be filled by a classified unit employee within the maximum two (2) year period.
4. Unit employees must meet minimum qualifications for the vacant position.

V. NONDISCRIMINATION

A. POLICY

No unit employee shall be subject to discrimination which is prohibited by applicable federal, state or local law. In accordance with this policy, the City agrees that no employee shall be interfered with, intimidated, restrained, coerced, employed, promoted, demoted, discharged or in any way favored or discriminated against because of political opinions or affiliations, race, religious belief, age, sex, sexual orientation, gender orientation, physical or mental disability, or because of the exercise of his/her rights under this MOU.

B. UNION AGREES NOT TO DISCRIMINATE

In accordance with the above policy, CCEA agrees not to discriminate against a unit employee because of the exercise of his or her rights granted under this MOU or with respect to admission to membership and the rights of membership in CCEA for any of the above enumerated reasons.

VI. AGENCY SHOP

A. OPTION TO JOIN CCEA OR PAY SERVICE FEE

1. Unit employees in classifications represented by CCEA, have the option of joining the union or paying a service fee equivalent to union dues. This payroll deduction is mandatory.

2. Unit employees must complete this payroll deduction form within fourteen (14) calendar days after receipt to elect to join CCEA, or pay the service fee, or deductions for the service fee will automatically begin in the next pay period.

B. EMPLOYEE RELATIONS CONFIDENTIAL / SUPERVISORY EMPLOYEES

Unit employees in Employee Relations Confidential positions are exempt from the provisions of this Agency Shop provision, but may voluntarily join CCEA and pay member dues.

C. CONSCIENTIOUS OBJECTIONS TO AGENCY SHOP

1. Unit employees who are members of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations may submit evidence of active membership in such religion, body or sect.
2. The unit employee will be required to pay a sum equivalent of the agency fee to one of the charitable organizations agreed upon by the City and CCEA.
3. The City will deduct such contribution from the paycheck of those unit employees and remit the contribution to the charitable organization.

VII. DUES / INSURANCE CHECK-OFF

The City shall, on behalf of CCEA during the term of this MOU shall do the following:

1. Provide official payroll deductions for CCEA dues and approved insurance and welfare plan fees (uniform in dollar amount for all unit employees) to be deducted bi-weekly by the City from the salary of each unit employee who has filed a written authorization, on the appropriate City form, that such deduction be made.
2. Assistance to CCEA on a quarterly basis by identifying newly hired unit employees in the representation unit.
3. Distribution of CCEA membership packets, if provided to the City, to newly hired unit employees in the representation unit; and

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4. Inform all new hires in the representation unit that CCEA is the employee organization designated as the representative of the employees in the unit.

VIII. INDEMNIFICATION

CCEA agrees to indemnify and hold harmless the City against all claims including costs of suit and reasonable attorney fees and/or other forms of liability arising from the provisions of Article One of this MOU.

IX. RIGHTS

A. EMPLOYEE RIGHTS

1. Unit employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.
2. Unit employees also shall have the right to refuse to join or participate in the activities of employee organizations.
3. No unit employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

B. CITY'S RIGHTS

The City reserves the right to make the final determination, as to all matters which are necessary to manage, control and administer the City's operations including, but not limited to:

1. Determining the mission of the City's constituent departments, commissions and boards;
2. Setting standards of service;
3. Determining the procedures and standards of selection for employment and promotions, directing employees, and taking disciplinary action;

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4. Relieving employees from duty because of lack of work or other legitimate reasons, maintaining the efficiency of governmental operations;
5. Determining the methods, means and personnel by which governmental operations are to be conducted;
6. Determining content of job classifications;
7. Taking all necessary actions to carry out the City's mission in emergencies;
8. Exercising control and discretion over the City's organization and the technology of performing its work;
9. Regulating the use of all equipment and other property of the City;
10. Establishing, altering or disposing of operations, departments, commissions or boards;
11. Determining the work to be contracted out;
12. Determining the complement of employees needed or assigned to a particular function or work location;
13. Establishing and modifying employee staffing levels;
14. Establishing, changing and/or modifying work schedules for employees; and
15. Performing all other functions not specifically delegated to employees elsewhere in this MOU.

C. IMPACT OF MANAGEMENT RIGHTS

If any provision of this subsection is found to be inapplicable and/or in conflict with final court decision or decree or state law affecting Culver City, the remainder of this subsection shall continue in effect.

X. PAID TIME OFF FOR CCEA REPRESENTATIVES

A. RELEASE TIME

1. Leave of Absence with Pay is authorized for representatives of CCEA to attend conferences, meetings, institutes, or similar affairs (in addition to meet and confer sessions with City representatives).
2. The total leave granted for the calendar year for the bargaining unit shall not exceed one hundred and forty-four (144) hours.
3. Such leave is subject to the prior approval of Management.
4. CCEA agrees that any off-duty time shall not constitute hours worked for computation of overtime in the respective work period.

B. RELEASE TIME CERTIFICATION

An officer of CCEA will provide certification that CCEA is authorizing the unit employee to use the release time as set forth in Article One, Section X.A.

C. USE OF OTHER LEAVES

1. This special leave of absence will not prohibit unit employees from requesting and being granted accumulated Compensatory Time Off, Floating Holiday, Leave of Absence without Pay, or the use of Vacation Leave, within governing rules and department policies.
2. Arrangements for the individual employee(s) involved will be made in advance with Appointing Authority or designee, and a "Request for Leave of Absence" form with CCEA certification shall be submitted to, and signed by the Appointing Authority or designee prior to the authorization being granted.

D. GENERAL MEMBERSHIP MEETINGS

CCEA unit employees will be released from duty to attend up to two (2) general membership meetings during the calendar year, with the understanding that such meetings will be scheduled in a manner that minimizes disruption of City services.

E. GRIEVANCE OR BUSINESS MEETINGS

1. CCEA representatives must notify their supervisor(s) at least two (2) days in advance of any grievance or business meeting that they are expected to attend, unless such meeting is being scheduled by the supervisor(s).
2. If less than two (2) days notice is provided, the supervisor(s) may deny leave from work, or may approve the time or an alternate time at the supervisor's discretion.
3. CCEA Representatives may not stop work or leave their duties without supervisory authorization.
4. CCEA agents (non-employees) may contact affected department management to schedule a meeting with unit employees on City time.
5. In the event insufficient advance notice is given, department management will advise the agent when such meeting may be held (i.e., when the unit employee may be released from duty).
6. This provision shall not preclude CCEA or its agents from scheduling meetings with unit employees during non-work hours.
7. City agrees to provide meeting space if requested and whenever possible.

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARIES

A. POLICY

It is City Council's policy goal to pay City employee salaries consistent with the median of comparable cities when financial resources permit.

B. SALARY ADJUSTMENTS - January 2006 through December 2006

Effective on the first day of the pay period which includes January 1st of 2006, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on December 2005.

C. SALARY ADJUSTMENTS - January 2007 through December 2007

Effective on the first day of the pay period which includes January 1st of 2007, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on December 2006.

D. SALARY ADJUSTMENTS - January 2008 through December 2008

Effective on the first day of the pay period which includes January 1st of 2008, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on December 2007.

E. SALARY ADJUSTMENTS - January 2009 through December 2009

Effective on the first day of the pay period which includes January 1st of 2009, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on December 2008.

F. SALARY ADJUSTMENTS - January 2010 through December 2010

Effective on the first day of the pay period which includes January 1st of 2010, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on December 2009.

II. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE

1. Equivalent biweekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
2. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two thousand and eighty (2080) hours.
3. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

III. FREQUENCY OF PAYCHECK ISSUANCE

Current unit employees shall be paid bi-weekly, once every two (2) weeks, either by paycheck or by direct deposit, as elected by the employee.

IV. VOLUNTARY DEFERRED COMPENSATION

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

1. City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.
2. If more than one plan is offered, unit employees shall be limited to participation in one (1) plan at a time.
3. Plan documents and participation rules under Section 457 are maintained by and available from the Personnel Department.

B. CITY CONTRIBUTION TO DEFERRED COMPENSATION (NON-PERSABLE) – EFFECTIVE JANUARY 2008

1. Effective on the first day of the pay period which includes January 1st of 2008, the City's maximum contribution to deferred compensation shall be twenty-six dollars (\$26) per month, twelve dollars (\$12) per pay period (non-PERSable).

Formula: $\$26/\text{mo} \times 12/\text{mos} \div 26 \text{ pay periods} = \$12 \text{ per pay period}$

2. The maximum City contribution shall only be paid to unit employees contributing twelve dollars (\$12) or more per pay period.

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3. The City will contribute a dollar-per-dollar match for unit employees that contribute less than twelve dollars (\$12) per pay period.
4. The deferred compensation plan is a benefit, and as such the contribution by the City on behalf of the unit employee shall not change the employee's salary classification range.
5. Unit employees may, at their option, contribute in excess of the City's matching contribution per pay period to the plan.

C. CONVERSION OF FLOATING HOLIDAY HOURS

1. The City will permit unit employees to convert the dollar value of excess accruals of floating holiday time, which would otherwise be paid to the employee in his/her paycheck, to deferred compensation.
2. The Personnel Department will assist employees in calculating and arranging such deferrals.

D. CHANGING YOUR CONTRIBUTION

1. Unit employees may reduce the amount of their bi-weekly deferred compensation contribution at any time with a minimum of two (2) weeks advance written notice on the appropriate form to the Personnel Department.
2. Unit employees may increase the amount of their bi-weekly deferred compensation contribution during quarterly open enrollment.

E. LIMITATIONS

1. The City does not warrant that amounts deposited in the deferred compensation plans are "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.
2. Unit employees may convert excess annual vacation (accruals which would exceed the maximum vacation bank as earned), floating holiday time, or compensatory time accruals for prospective conversion to deferred compensation, and will provide information to unit employees who want to utilize this option.

V. ACTING PAY

A. ELIGIBILITY

1. Any unit employee who is required to, and does act and perform duties included within a higher classification and which are broader than the specifications governing such employee's position shall be eligible for acting pay upon written approval by Management and the Personnel Employee Relations Director.
2. To be eligible, the unit employee must have actually worked in the acting higher classification a minimum of eighty (80) consecutive scheduled working hours, including official paid holidays, but not floating holidays.

B. COMPENSATION

1. A unit employee approved for acting pay:
 - Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee's permanent position, or "A" Step of the acting classification whichever is greater; and
 - Shall in no instance be entitled to be paid more than Step E of the acting classification.
2. During that period of acting service a unit employee:
 - Shall be paid at the acting pay rate when off on an official City holiday or sick leave, and
 - Shall not be paid at the acting pay rate when off on administrative leave, comp time, emergency leave, floating holiday, or vacation time, except as further authorized in subsection B.3 below.
3. When a unit employee has worked in one continuous acting assignment in excess of ninety calendar (90) days, he/she shall receive the acting pay rate for vacation or emergency leave(s) taken on the 91st day and thereafter.
4. A unit employee working overtime or call back during acting assignment shall be paid at the acting pay rate for such time.
5. Employees receiving acting pay as set forth above shall continue to receive the benefits associated his/her permanent position and not the benefits associated with the acting position.

C. LIMITATIONS

The City strongly encourages departments not to use acting pay for long-term assignments and to fill vacancies as soon as practicable.

VI. SPECIAL COMPENSATION PAY

A. PURPOSE

An employee may be assigned additional duties beyond the scope of the employee's regular classification when operational conditions necessitate prioritizing these duties as an essential function of the division and/or department and the qualifications and skill level of the employee are appropriate to fulfill the duties.

1. Such additional pay shall not be considered a promotion, and may be reduced or removed without cause, notice or appeal rights.
2. No person shall receive both special compensation and acting pay as set forth in respective MOUs.
3. Special Compensation is not an assignment to a vacant, higher level position, but is an assignment of duties that are added to current classification/position duties.
4. Special Compensation is temporary in nature.
5. Special Compensation is distinct from assignment of collateral duties in that the duties for which the employee receives special compensation are of a higher or more complex nature than the employee's permanent classification.

B. ELIGIBILITY

Special compensation shall only be given when an employee is assigned higher level duties that are in excess of eighty (80) consecutive hours. Employees shall be precluded from receiving special compensation while on any type of leave of absence.

C. PROCESS

1. The City Manager may approve special pay commensurate with the additional duties, while such duties are assigned, for up to six (6) months. Such special pay may be an amount not to exceed 10% of the employee's regular base pay.

2. If at the end of six (6) months the department needs an extension of special compensation, the request shall be submitted to the City Manager in writing, who may then renew the special compensation for another six (6) months. By the end of the extension period the department must determine the long-term nature of the additional duties and operational needs; only one renewal period is allowed.
3. By the end of the first or second six (6) month period, the department must cease the situation leading to special compensation, request a permanent reclassification, or make other such personnel or operational changes that will absorb the additional duties. The additional duties must cease at the same time as the special compensation ceases.

VII. TRANSLATOR PROGRAM

A. PURPOSE

1. The purpose of the Translator Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.
2. This service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language which is regularly utilized in providing services to the community.

B. QUALIFICATION

1. The Personnel Department will conduct oral and written proficiency tests, as needed, in designated language(s) as set forth in "A" above.
2. The Personnel Department will then certify an eligible list of qualified translators so certified to speak and/or write in a designated foreign language.
3. The City will designate the number of unit employees eligible for compensation under this program, based upon the need for one (1) or more employees in any department or work location.

C. COMPENSATION

Unit employees certified and assigned as a translator by their Department Head shall receive the following compensation for said assignment:

- Written Translator Pay: Two and one-half percent (2.5%) above their base hourly rate; or
- Oral Translator Pay: Five percent (5%) above their base hourly rate; or
- Written and Oral Translator Pay: The maximum total for written and oral translator pay shall be seven and one-half percent (7.5%) above the unit employee's base hourly rate.

D. LIMITATIONS

1. The standard for the number of qualified translator assignments shall be limited to one (1) per each City department unless more are authorized by the recommendation of the Department Head and approved by the City Manager.
2. If the number of qualified translators exceeds the authorized number, the City will rotate compensated assignments among qualified employees on a rotating basis in six-month increments beginning with the first day of their assignment as a qualified translator (i.e., assignment commencing on March 12th would end on September 12th).
3. During that period of rotating translator assignment a qualified unit employee off on an official City holiday or sick leave shall be paid at the their regular hourly rate including translator assignment pay for such time taken.
4. Vacation, floating holidays or comp time leave taken while on translator assignment pay service shall not be paid translator assignment pay for any hours taken on vacation, floating holiday or comp time leave.
5. This translator assignment pay shall terminate immediately upon the end of the rotation period as set forth in this section unless authorized by the recommendation of the Department Head and approved by the City Manager.
5. Any translator assignment which ends shall not be considered a disciplinary action, and shall not be subject to grievance or appeal unless the decision is tied to other disciplinary causes.

VIII. SHORTHAND SKILL ASSIGNMENT PAY

A. PURPOSE

1. The purpose of the Shorthand Skill assignment pay is to provide qualified unit employees with compensation in recognition of their shorthand required as an essential function of their job.
2. This service is provided by certain qualified unit employees who have been certified as proficient in shorthand skills of which skill is regularly utilized in the completion of their duties.

B. QUALIFICATION

1. The Personnel Department will conduct shorthand proficiency tests.
2. The Personnel Department will then certify an eligible list of qualified unit employees so certified in shorthand skills.

C. COMPENSATION

Unit employees certified in shorthand skills and assigned to a position requiring shorthand skills as designated by their Department Head shall receive five percent (5%) above their base hourly rate.

D. ELIMINATION OF SHORTHAND SKILL PAY – GRANDFATHER CLAUSE

Effective with the starting date of this new MOU, shorthand skill pay will be eliminated. Current unit employees receiving shorthand skill pay will continue to receive the five percent (5%) (approximately ten [10] salary ranges) shorthand skill pay as long as they remain their current classification/position which require the use of shorthand skills. The shorthand skill pay will cease upon change of classification/position or termination of employment with the City.

IX. ENGINEERING IN TRAINING (EIT) CERTIFICATE PAY

A. PURPOSE

The purpose of the Engineering In Training (EIT) Certificate Pay is to provide certain qualified unit employees with compensation in recognition of their attainment of this special Engineering Training Certificate.

B. COMPENSATION

Unit employees occupying the following classifications, who possess an Engineering In Training Certificate, shall be paid ten (10) salary ranges, approximately five percent (5%), above their base hourly rate:

- Assistant Civil Engineer, or
- Associate Civil Engineer, or
- Plan Check Engineer.

X. CIVIL ENGINEER CALIFORNIA REGISTRATION PAY

A. PURPOSE

The purpose of the Civil Engineer California Registration Pay is to provide certain qualified unit employees with compensation in recognition of their attainment of their California Registration as a Civil Engineer.

B. COMPENSATION

Unit employees occupying the following classifications, who possess California Registration as Civil Engineer, or a PhD in Civil Engineering or Environmental Engineering, shall be paid twenty (20) salary ranges, approximately ten percent (10%), above their base hourly rate:

- Assistant Civil Engineer, or
- Associate Civil Engineer, or
- Plan Check Engineer.

C. LIMITATIONS

Unit employees receiving Civil Engineer California Registration Pay shall not receive Engineering In Training Certificate Pay.

XI. JAIL DUTIES ASSIGNMENT PAY

A. PURPOSE

The purpose of Jail Duties Assignment Pay is to provide compensation to female unit employees occupying the following classifications, who are required to perform jail duties with female prisoners as assigned by Police Management:

- Community Service Officer (CSO),
- Police Records Technicians, or
- Safety Services Communications Operators.



B. COMPENSATION

Qualified female unit employees in the following classifications who are assigned by Police Management to fulfill the temporary duties of the Jail Duties Assignment shall be paid the equivalent of two (2) hours at their base hourly rate of pay for each workday so assigned to the Prisoner Search Assignment:

- Community Service Operator (CSO),
- Police Records Technicians, or
- Safety Services Communications Operators.

C. LIMITATIONS

Jail Duties Assignment Pay, which is equivalent to two (2) hours of base hourly rate of pay, shall not be construed as additional hours worked for the purposes of computing eligibility for overtime.

XII. PEST CONTROL ADVISOR PAY

A. PURPOSE

The purpose of Pest Control Advisor Pay is to provide compensation to certain qualified Pest Control Technicians who obtain and maintain state licensing as a Pest Control Advisor.

B. COMPENSATION

Qualified Pest Control Technicians who are licensed as Pest Control Advisors shall be paid ten (10) salary ranges, approximately five percent (5%), above their base hourly rate of pay.

C. LIMITATIONS

Such Pest Control Advisor Pay shall be eliminated if and when the City determines that the state requirements have been met by a properly licensed supervisor or by contract with an outside company.

XIII. NOTARY CERTIFICATION PAY

A. PURPOSE

The purpose of Notary Certification Pay is to provide compensation to certain qualified unit employees who agree and are assigned to obtain and

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maintain Certification as a Registered Notary as assigned and approved by their Department Head and the City Manager or designee.

B. COMPENSATION

1. Qualified unit employees who are required to maintain Certification as a Registered Notary, shall be paid ten (10) salary ranges, approximately five percent (5%), above their base hourly rate of pay.
2. The City shall pay for Notary License including training for those unit employees assigned Notary Certification Pay.

C. LIMITATIONS

1. Notary Certification Pay shall be paid for all hours worked including overtime and legal holidays.
2. Notary Certification Pay shall not be paid for any hours taken for comp time, floating holidays, sick leave or vacation.

XIV. FIRE PREVENTION CERTIFICATION PAY

A. PURPOSE

The purpose of Fire Prevention Certification Pay is to provide compensation to certain qualified unit employees who are required to obtain and maintain Certification as a Fire Prevention Specialist as a condition of employment as approved by their Department Head and the City Manager or designee.

B. COMPENSATION

Qualified unit employees who are required to maintain Certification as a Fire Prevention Specialist as a condition of employment shall be paid ten (10) salary ranges, approximately five percent (5%), above their base hourly rate of pay.

XV. TRAINING ASSIGNMENT PAY

A. PURPOSE

The purpose of Training Assignment Pay is to provide compensation to any non-supervisory unit employees, who are specifically assigned to train other unit employees within the same classification.

B. CLASSIFICATIONS NOT ELIGIBLE TO RECEIVE TRAINING ASSIGNMENT PAY

Bus Operators and Sanitation Drivers are not eligible to receive Training Assignment Pay, but shall be compensated at fifty cents (\$.50) per hour above their base hourly rate when assigned to train new drivers.

C. RESPONSIBILITY FOR TRAINING ASSIGNMENT PAY

Unit employees specifically assigned to serve as a trainer by Department Management shall have the following responsibilities:

- Train and supervise new unit employees in the same classification,
- Provide instruction and supervision in the use and operation of equipment,
- Evaluate employee's job performance, and
- Make recommendations regarding the employee's job performance.

D. ELIGIBILITY FOR TRAINING ASSIGNMENT PAY

1. The unit employee serving as the trainer must conduct the training assignment for a continuous period of not less than eighty (80) consecutive scheduled working hours.
2. The unit employee serving as the trainer must be assigned to one (1) or more employees in the same classification who are:
 - Probationary employees (new to the City or division), or
 - Regular unit employees who have been transferred or reassigned to perform substantially different duties or operate equipment for which they have not previously received training.

E. COMPENSATION

Qualified unit employees who are specifically assigned to train other unit employees within the same classification shall be paid ten (10) salary ranges, approximately five percent (5%), above their base hourly rate of pay.

F. LIMITATIONS

1. Training Pay shall not exceed three (3) months unless an extension is approved by the Department Head and City Manager or designee.
2. No unit employee shall receive both Acting Pay and Training Pay at the same time.

XVI. BUS OPERATORS – SAFETY MEETINGS

A. PURPOSE

The purpose of this provision is to provide compensation to Bus Operators who are required to attend Safety Meetings as required by Management.

B. COMPENSATION

1. Bus Operators required by Management to attend Safety Meetings shall be paid a minimum of two (2) hours of pay at their base hourly rate for each meeting so attended.
2. Any hours paid to Bus Operators as compensation for attending Safety Meetings shall not be construed as additional hours worked for the purposes of computing eligibility for overtime.

XVII. NIGHT SHIFT DIFFERENTIAL PAY

A. PURPOSE

The purpose of this provision is to provide compensation to unit employees whose regular scheduled work shift includes fifty percent (50%) or more of their scheduled work time between the hours of 6:00 pm and 6:00 am, herein referred to as Night Shift Differential, as assigned by Management.

B. COMPENSATION

Eligible unit employees, except for Bus Operators and Transit Operations Supervisor, shall be paid Night Shift Differential Pay of five percent (5%), above their base hourly rate of pay for actual time worked which is:

- Between the hours of 6:00 pm and 6:00 am; and
- Is a minimum of fifty percent (50%) or more of their scheduled work time.



C. LIMITATIONS

1. Night Shift Differential Pay shall not be paid for any work day if for any reason the unit employee does not work such night shift (i.e., administrative leave, bereavement, comp time, emergency leave, floating holidays, IOD, jury duty, legal holidays, sick leave, vacation, etc.).
2. Overtime worked:
 - Shall be paid at time and one-half of the unit employee's base hourly rate of pay, and
 - Shall not include the five percent (5%) Night Shift Differential Pay premium.
3. Holidays:
 - Shall be paid at the employee's base hourly rate of pay, and
 - Shall not include the five percent (5%) Night Shift Differential Pay premium.

XVIII. EFFECTIVE DATE OF ASSIGNMENT / CERTIFICATION AND/OR SKILL PAY

1. Assignment / Certification and/or Skill Pay as authorized above herein shall be:
 - Effective as of the first day of the pay period following receipt by the City of proof of the required certificates or registrations; and
 - Documented in writing on a Personnel Action (PA) Form approved by the Personnel and Employee Relations Director or designee.
2. Training Assignment Pay shall be:
 - Paid upon the effective date assigned and approved by the appointing authority, and
 - Documented in writing on a Personnel Action Form approved by the Personnel and Employee Relations Director or designee.

XIX. TEMPORARY ASSIGNMENTS

Assignment pays, skill pays and additional compensation including but not limited to those referenced herein above:

- Are temporary assignments,
- Are not a separate job classification,
- Do not have civil service status,
- Are not subject to civil service selection procedures, appeals or seniority,
- Do not have any property rights, and
- May be revoked by Management at any time for job related reasons or operational necessity.

ARTICLE THREE

WORK PERIODS, SCHEDULES AND OVERTIME

I. ESTABLISHING AND POSTING WORK SCHEDULES

1. The City shall establish work schedules for unit employees. The work schedule shall specify the days of the week and the daily starting and quitting times.
2. Work schedules shall be posted by the City in such a manner so all employees may be aware of the work schedule.

II. WORK PERIODS

A. SEVEN (7) DAY WORK WEEK

The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES ON OTHER THAN 9/80 WORK SCHEDULE, BEGINNING/ENDING

The seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by management.

C. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES WORKING THE 9/80 WORK SCHEDULE, BEGINNING/ENDING

1. The workweek for unit employees scheduled to work the 9/80 work schedule shall be defined (for FLSA purposes) as beginning four (4) hours into their shift on their alternating regular day off.
2. For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 7:30 a.m. to 4:30 p.m. on Friday (with one [1] hour for lunch) shall have a workweek which shall begin at 11:30 a.m. on Fridays and end at 11:29 a.m. on the following Friday.

D. EMPLOYEES SCHEDULED TO WORK FIVE OR FEWER DAYS PER SEVEN DAY PERIOD

The work week for unit employees scheduled to work a regular week composed of five (5) or fewer days in a seven (7) day period, the work period begins Monday at 12:01 a.m. and ends on the following Sunday at 12:00 Midnight.

III. WORK SCHEDULES

A. CITY WORK SCHEDULES

City work schedules shall be as herein defined, except as otherwise provided for in this agreement:

1. 5/40 Work Schedule: The 5/40 work schedule shall consist of a forty (40) hour week schedule consisting of five (5) eight (8) paid work hour days in seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.
2. 9/80 Work Schedule: The 9/80 work schedule shall consist of an eighty (80) work hour two (2) week schedule consisting of eight (8) nine (9) hour days and one (1) eight (8) hour working day in a eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two (2) forty (40) work hour work period segments exclusive of any meal periods as assigned by management.
3. 4/10 Work Schedule: The 4/10 work schedule shall consist of a forty (40) work hour week schedule consisting of four (4) ten (10) paid work hour days in a seven (7) consecutive calendar day period exclusive of any meal periods assigned by management.
4. 3/12 Work Schedule: The 3/12 work schedule for Jailers and Safety Service Communications Operators is scheduled each bi-weekly pay period as follows:

Jailers:

- One (1) Jailer works 6:00 am - 6:00 pm Monday through Wednesday, plus eight (8) hours every other Sunday; and
- The other Jailer works 5:00 am - 5:00 pm Thursday through Saturday, plus eight (8) hours every other Sunday.

ARTICLE THREE

Safety Service Communications Operators:

The 3/12 work schedule for Safety Service Communication Operators shall be either 7:00 am – 7:00 pm or 7:00 pm – 7:00 am, three (3) days each week, plus an eight (8) hour shift every other Sunday.

IV. CHANGING OF WORK SCHEDULES

A. NOTICE TO EMPLOYEES

This shall not preclude, following proper notification to unit employees, other work schedules or the changing of the work schedule including the utilization of comparable work schedules (e.g., ten [10] hours per day for four [4] days per week) when the needs of the City so dictate, such as conformance to operational needs of the department or compliance with law.

B. TWENTY-ONE (21) CALENDAR DAY NOTICE

The City agrees that work schedules existing as of the effective date of this MOU will not be changed without a minimum twenty-one (21) calendar day notice, except (a) in cases of emergency, (b) upon request of the affected employee, or (c) by mutual agreement of the parties.

C. REQUEST FOR CHANGE IN WORK SCHEDULE

Unit employees may request, with Department Head approval, a different work schedule.

V. SHIFT TRADING: POLICE DEPARTMENT

1. Unit employees in the Communications and Records Divisions of the Police Department may request to trade shifts with other unit employees at a straight time trade, subject to the approval of the supervisor.
2. The supervisor will attempt to implement such requests when he/she deems possible in accordance with the needs of the department.

VI. BUS OPERATORS WORK SCHEDULE

A. REGULAR ASSIGNMENT

Bus Operators, with a regular assignment, shall have work hours based on a forty (40) hour work week schedule.

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B. SPLIT RUN AGREEMENT

Regular and relief Bus Operators who complete an assigned split run shall be credited with not less than eight (8) hours, and will drive no more than ten (10) hours, during the first fifteen (15) hours of elapsed time even if the assignment does not require eight full hours of work.

C. CREATION OF FULL-TIME RUNS

1. As a result of this split-run schedule agreement, the Transportation Department will be able to revise work schedules to create full-time runs.
2. The Transportation Director can and will appoint existing regular part-time Bus Operators from the existing eligible list to fill full-time probationary positions, consistent with Civil Service Rules.
3. Any part-time employees not appointed in this process must compete in the Bus Operator examination for future eligibility.

D. USE OF LEAVE TIME ACCRUALS / FORTY(40) HOUR WORK WEEK PROVISION

If a full-time Bus Operator is absent on an authorized leave of absence with pay, the appropriate leave credit account will be charged for sufficient time to meet the guaranteed forty hour/week provision (i.e., if scheduled for six and one-half hours (6.5) hours, only six and one-half (6.5) hours of leave credit need be charged, subject to adjustment by such differential necessary to fill the forty hour workweek).

E. REGULAR PART-TIME BUS OPERATORS PAID ACTUAL HOURS WORKED

Regular part-time Bus Operators will be paid according to actual hours worked and hours of leave taken.

VII. OVERTIME

A. DEFINITION AND ELIGIBILITY

1. FULL TIME UNIT EMPLOYEES

Full-time unit employees who work a minimum of eight (8) hours per day and forty (40) hours per seven-day work period, who are required to work in excess of their regularly scheduled workday



ARTICLE THREE

(i.e., eight (8) hours, nine (9) hours, or ten (10) hours), or work week, shall be paid overtime at one and one-half (1½) times their hourly rate, except as provided below.

2. REGULAR PART-TIME (RPT) AND FULL-TIME EMPLOYEES WORKING VOLUNTARY REDUCED WORK SCHEDULES

Regular part-time employees, and full-time employees working a voluntary reduced work schedule, who are required to work beyond their established workweek schedule shall be paid overtime at one and one-half (1½) times their hourly rate for all hours worked in excess of forty (40) hours, when the cumulative hours worked exceeds forty (40) hours in the seven (7) day work period.

B. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME

1. Except for Bus Operators and Transit Operations Supervisors, each workday a unit employee is off duty on an authorized paid leave of absence; i.e. holiday, vacation leave, sick leave, etc., during the scheduled workweek shall be considered work time by the unit employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.
2. For the purpose of calculating time worked in determining overtime eligibility for Bus Operators and Transit Operations Supervisors, no leave of absence time used in the respective workweek shall be considered time worked.

C. APPROVAL OF OVERTIME

All overtime must be approved in advance by an authorized supervisor.

D. OVERTIME CREDITED IN TENTHS OF HOURS

Overtime shall be credited in tenths of hours. Time so worked of less than a tenth of an hour shall be considered incidental and shall not be credited.

E. REGULAR DAY OFF WORKED

Unit employees required to work on a regularly scheduled day off shall receive overtime pay for hours actually worked. The hours so worked shall not be credited towards the base hours of a work period for purposes of establishing any basis for overtime or other purposes.

VIII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES EXCLUDING BUS OPERATORS

A. BREAK – REST PERIOD DEFINED

Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

B. BREAK-REST PERIOD SCHEDULING

1. Break-rest periods are scheduled and/or rescheduled by management so as not to impair service and as job requirements dictate.
2. Unit employees, except for Bus Operators and unit employees in the Police Department, may receive:
 - Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and
 - One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going to and from a rest area unless otherwise authorized by this agreement.

D. LIMITATIONS

1. Break-rest periods are non-cumulative and shall not be added to any meal time, vacation, or any other form of authorized absence from work, unless authorized by Management.
2. Break-rest periods may not be used at the beginning or the end of a work shift unless authorized by management.

IX. MEAL TIME – UNPAID / NON-WORK TIME

A. MEAL TIME SCHEDULING

1. The schedule for meal times shall be determined by management in consideration of the continuity of services provided to the public and the convenience of the unit employee.

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2. All unit employees, except for Bus Operators, shall be entitled to one (1) non-working, unpaid meal time per scheduled work day of eight (8) or more consecutive hours worked, exclusive of overtime worked.

B. MEAL TIME ONE (1) HOUR DURATION

1. Except for some field and twenty-four (24) hour operations, as specified by management, the normal unpaid meal time shall be one (1) hour in duration.
2. In no case will meal time be permitted to exceed one (1) hour.

C. LIMITATIONS

1. Meal time is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work, unless authorized by Management.
2. Meal time may not be used at the beginning or the end of a work shift unless authorized by management.
3. All meal time taken is considered non-work time and is unpaid.

X. BREAK-REST PERIODS AND MEAL TIME FOR BUS OPERATORS – STATE WAGE ORDER #9

A. PURPOSE

The purpose of this section is to comply with State and Industrial Welfare Commission Wage Order #9, herein in referred to as "Order."

B. REQUIREMENTS

Pursuant to requirements of the Order, the City and the Association have met and agreed upon the following meal time and rest breaks for Bus Operators.

C. FULL-TIME RUNS: RECOVERY TIME – MEAL AND REST BREAKS

1. Recovery time is defined as the period after completion of a run when the bus is stationary and not in service.

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2. In scheduling full-time runs (i.e., over five [5] hours in length) for Bus Operators, the City agrees to include recovery time that is sufficient to provide for meal and/or rest breaks for the Bus Operator that cumulatively totals at least forty (40) minutes.
3. For full-time runs over eight (8) hours, the City agrees to include recovery time that is sufficient to provide for meal and/or rest breaks for the Bus Operator that cumulatively total at least fifty (50) minutes.
4. The unpaid time in between non-straight "split shift" runs or cumulative recovery time on part-time runs (i.e., under five [5] hours in length) shall serve as the Bus Operator meal and/or rest breaks.

D. UNREALIZED RECOVERY TIME

1. From time-to-time, due to traffic conditions, accidents and other incidents beyond the control of the City, a Bus Operator on a full-time run may not receive any or all of the cumulative recovery time.
2. The Bus Operator shall then contact a Transit Operations Supervisor and complete and sign a form claiming the "unrealized" recovery time.
3. Upon approval of the claim by the Transit Operations Manager, the Bus Operator shall receive straight time compensation for the time not realized at their regular rate of pay.

E. VERIFICATION OF UNREALIZED RECOVERY TIME CLAIMS

1. The City reserves the right to verify any claims by Bus Operators for unrealized recovery time, including the use of Automatic Vehicle Locator (AVL) technology.
2. The City reserves the right to impose disciplinary action, up to and including removal from employment with the City, for the filing of false claims for unrealized recovery time compensation.

F. CUMULATIVE UNREALIZED RECOVERY TIME – *EFFECTIVE FIRST BID 2006*

1. In order to allow the City time to ensure to the maximum extent possible that its Bus Operators receive sufficient cumulative recovery time for meal and/or rest breaks, this provision will not take effect until the first bid of calendar year 2006.

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2. During this period, the City shall consult with its Bus Operators to determine any schedule or route modifications that may ensure sufficient recovery time for meal and/or rest breaks.

G. GRIEVANCES – BUS OPERATORS MEAL AND REST BREAKS

1. Any Bus Operator dispute specifically only concerning the City's application of meal and rest breaks, which is not resolved through the City's grievance procedure as agreed to by the City and CCEA, shall be submitted to final and binding arbitration.
2. Should the grievance be unresolved through the City's grievance procedure, specific provisions for the final and binding arbitration process will be determined between the City and CCEA to resolve Bus Operator disputes specifically only concerning the application of meal and rest breaks.

XI. CALL BACK OVERTIME (UNSCHEDULED)

A. PURPOSE

1. Call-back work is unscheduled time worked performed by an off-duty unit employee called-back to work after they have completed their regular work schedule and have left work or are on there day off.
2. Such assignments or call backs shall include emergency purposes or required attendance at meetings of the City Council, Commissions, Committees or other official bodies as approved by the City Manager.
3. The City shall, when possible, make available to qualified unit employees an equitable distribution of call-back overtime within their assigned section.

B. COMPENSATION

1. All call-back overtime shall be paid at one and one-half (1½) times the unit employee's base hourly rate of pay.
2. Unit employees shall be guaranteed a minimum credit of two (2) hours of overtime, payable at one and one-half (1½) times the employees' base hourly rate of pay.



C. LIMITATIONS

1. This two (2) hours guaranteed minimum shall not apply to emergencies which occur within two (2) hours of the start of the unit employees' regular work schedule.
2. Unit employees must physically return to the worksite in order to receive call-back pay.
3. Unit employees assigned or called back to work beyond their regular work day schedules shall be paid overtime pay commencing at the time of reporting for duty.

XII. STAND-BY PAY

A. PURPOSE

Stand-by assignment is required of certain off-duty unit employees designated by management. Designated unit employees must be accessible by phone or other methods approved by management and must reside within a response time approved by Management.

B. COMPENSATION

The compensation for such stand-by time will be equivalent to ten (10) hours of straight-time pay at the unit employee's base hourly rate of pay for each seven (7) assigned day period.

C. LIMITATIONS

1. Stand-by assignments will be limited to those public services which must have emergency response during off-duty hours.
2. City will compensate unit employees specifically required to be on stand-by duty under the conditions described below:
 - Unit employees must be formally assigned for a specific period of time, not less than seven (7) assigned days in duration; and
 - Unit employees must be available and must respond to any call-back while so assigned; and
 - The consumption of alcoholic beverages during an assigned stand-by period is prohibited, as is any use of illegal drugs or other incapacitating medication; and
 - Violation of the above shall invalidate the employee's eligibility for stand-by compensation for that period, in addition to any disciplinary action which is warranted.

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- The City may, in its discretion, provide a paging device ("beeper") to an assigned employee, which shall be his/her responsibility during such assignment (loss or damage due to negligence will result in employee replacing or paying for the paging device).

D. NOT ELIGIBLE FOR STAND-BY PAY

1. It is agreed that other unit employees may have a responsibility to respond to paging or phone messages, and if contacted may be ordered to respond under the call-back provisions of the MOU, but are not required to stand-by under the terms of this Agreement.
2. The use of pagers is voluntary unless the employee is placed in stand-by assignment.

XIII. COURT STAND-BY "ON-CALL" TIME ASSIGNMENT PAY

A. PURPOSE

1. Court Stand-by "On-Call" Time is non-worked time required of an off-duty unit employee by a court of competent jurisdiction or an administrative tribunal ordering the affected unit employee to appear or to stand-by on-call and be available for such purpose at a location other than the location specified in the subpoena between the hours of 8:00 a.m. and 5:00 p.m. unless other stand-by times are ordered by the court or administrative tribunal.
2. Unit employees placed on court stand-by "on-call" time during their off-duty time are required to be accessible by telephone or by other methods approved by management. They can appear at court in a reasonable amount of time if so ordered by the court or administrative tribunal.

B. COMPENSATION

1. The Court Stand-by compensation will be equivalent to two (2) hours of straight-time at the unit employee's base hourly rate of pay for each three (3) hour period (i.e., 9:00 a.m. to Noon, and 1:00 p.m. to 4:00 p.m.).
2. Such compensation shall not be considered pay for hours worked.

ARTICLE THREE

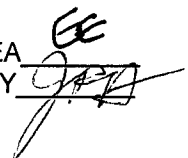
3. The maximum compensation for any Court Stand-by day will be equivalent to four (4) hours at the straight-time at the unit employee's base hourly rate of pay.

C. LIMITATIONS

1. City will provide compensation for court stand-by (voluntary on-call status when subpoenaed for testimony) under the conditions described below:
 - Court stand-by compensation will be available when the court is in session and the unit employee is on-call during his/her off-duty time; and
 - Court stand-by does not apply to Civil Service Hearings; and
 - The City may require the unit employee to report to work rather than allowing the employee to wait at home; and
 - If the on-call unit employee reports to work or to court on an overtime basis, he/she shall receive the greater of the actual overtime or the court stand-by pay, not both; and
 - Minimum call-back provisions do not apply to Court Stand-by status.
2. Court Stand-by status is subject to verification by the City.
3. It is the unit employee's responsibility to maintain contact with the Court and respond if called.
4. Failure to be available or to report when called will cause forfeiture of Court Stand-by pay.
5. If such voluntary "on call at home" elections are determined by the Department of Labor or court of competent jurisdiction to be hours worked within the definition of the Fair Labor Standards Act (FLSA) and, therefore, subject to overtime compensation, the option of being at home on-call shall be nullified, and the unit employee will report to work when subject to a court subpoena.

XIV. ASSIGNMENT OF OVERTIME

Except as otherwise provided for in this Agreement, Management retains the right to determine the assignment of overtime or stand-by to any qualified unit employee.



XV. COMPENSATORY TIME

A. ELIGIBILITY

Unit employees may choose to have overtime hours worked converted to compensatory time in-lieu of overtime payment.

B. AUTHORIZATION

When specifically authorized in advance by the City Manager, appointing authority or designee, and when operational scheduling and staffing permits, unit employees may be allowed to accumulate and use compensatory time off in-lieu of pay for overtime hours worked.

C. ACCUMULATION OF COMPENSATORY TIME BANK

1. Compensatory time will be accumulated on the basis of one-and-one-half (1½) hours for each one (1) hour worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated is one hundred twenty (120) hours at the straight time hourly rate (i.e., 80 hrs X 1.5 = 120 compensatory time hours paid at the straight time rate), which may be carried indefinitely and used as time off, or which may be paid to the unit employee upon separation from service for any reason.
3. Once the maximum has been accumulated, any additional compensatory overtime accrual submitted through payroll will be automatically paid to the unit employee on the succeeding paycheck, or may be deferred by prior arrangement to the employee's deferred compensation savings account.

D. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and the unit employee.
3. All compensatory time utilized as paid leave by a unit employee shall be debited from the unit employee's compensatory time bank.

E. PAY OUT OF COMPENSATORY TIME UPON SEPARATION FROM SERVICE

In the event of separation from service for any reason, the unit employee shall be entitled to cash payment of one-hundred percent (100%) of accumulated compensatory time paid at the unit employee's straight time base hourly rate.

XVI. TIME RECORDS

The City shall provide for the maintenance of records of time worked including overtime, time docked, time on leave of absence, and compensatory time accumulated. Reporting of time worked for all purposes (i.e., using and/or accruing leave of absence credit) involving fractions of hours shall be reported in tenths (1/10) of hours.

ARTICLE FOURSUPPLEMENTAL BENEFITSI. RETIREMENTA. PERS RETIREMENT BENEFITS

As of the effective date of this M.O.U. the City agrees to provide retirement benefits to eligible unit employees under the California Public Employees' Retirement System (PERS) as follows:

GOVERNMENT CODE SECTION	BENEFIT
	For unit employees that retire on or before <u>December 31, 2006:</u>
20037	<u>Three-year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months; the City also coordinates with Social Security, therefore the final compensation will be reduced by \$133.33.
	For unit employees that retire on or after <u>January 1, 2007:</u>
20042	<u>One-Year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months; the City also coordinates with Social Security, therefore the final compensation will be reduced by \$133.33.
20055	<u>Prior Service Credit:</u> Unit employees may be eligible to purchase prior service credit.
20124	<u>Military Service Credit:</u> Unit employees may elect to purchase up to four (4) years of service credit.
21329	<u>Two percent (2%) COLA:</u> Beginning the 2 nd calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21354.4	<u>2.5% at Age 55:</u> Base retirement plan of two and one-half percent (2.5%) at age 55 for all eligible unit employees.

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21548	<u>Pre-retirement Option 2:</u> Upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected Option 2W.
21551	<u>Death Benefit Continues:</u> Provides that death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21620	<u>Retired Death Benefit of \$500:</u> Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree's designated survivor(s), or to the retiree's estate.

B. COST SHARING PLAN, THROUGH DECEMBER 31, 2006, FOR THE PERS 2.5% AT AGE 55 RETIREMENT BENEFIT

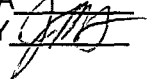
1. The PERS employee contribution of eight percent (8%) is established by State legislation.
2. In order to help fund the additional cost incurred by the City by the adoption of the PERS two and one-half percent, 2.5% at Age 55 retirement formula for all eligible unit employees, each unit employee shall continue to pay one percent (1%) of the eight percent (8%) PERS employee contribution rate through a bi-weekly payroll deduction.
3. The City shall pay the remaining seven percent (7%) of the PERS employee contribution rate. The eight percent (8%) PERS employee contribution rate is non-PERSable.
4. It is understood that the one percent (1%) cost paid by each unit employee represents twelve and one-half percent (12.5%) of the PERS employee contribution rate of eight percent (8%).
5. The City continues to pay all other PERS costs related to PERS benefits provided by the City.
6. The City does not warrant that this contribution is "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.
7. In the event a court of competent jurisdiction has determined that this retirement contribution plan cannot be continued, the parties

ARTICLE FOUR

hereto agree to meet and confer to determine an alternate retirement contribution plan into which the City agrees to pay an amount equal to seven percent of the employee's base salary.

C. COST SHARING PLAN, EFFECTIVE JANUARY 1, 2007, FOR PERS 2.5% AT AGE 55 AND ONE-YEAR FINAL COMPENSATION RETIREMENT BENEFITS

1. The PERS employee contribution of eight percent (8%) is established by State legislation.
2. In order to help fund the additional cost incurred by the City due to the adoption of the PERS two and one-half percent, 2.5% at Age 55 and One-year Final Compensation retirement benefits for all eligible unit employees, each unit employee shall pay two percent (2%) of the eight percent (8%) PERS employee contribution rate through a bi-weekly payroll deduction.
3. The City shall pay the remaining six percent (6%) of the PERS employee contribution rate. The eight percent (8%) PERS employee contribution rate is non-PERSable.
4. It is understood that the two percent (2%) cost paid by each unit employee represents twenty-five percent (25%) of the PERS employee contribution rate of eight percent (8%).
5. All unit employees will continue to pay two percent (2%) of the eight percent (8%) PERS employee contribution rate as long as the City provides the two and one-half percent, 2.5% at Age 55 and One-Year Final Compensation retirement benefits.
6. The City continues to pay all other PERS costs related to PERS benefits provided by the City.
7. The City does not warrant that this contribution is "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.
8. In the event a court of competent jurisdiction has determined that this retirement contribution plan cannot be continued, the parties hereto agree to meet and confer to determine an alternate retirement contribution plan into which the City agrees to pay an amount equal to seven percent of the employee's base salary.

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III. MEDICAL INSURANCE**A. MEDICAL INSURANCE – PERS MEDICAL PLANS**

The City will provide unit employees, their eligible dependents, and retirees and their eligible dependents with medical insurance provided through the California Public Employees Retirement System under the Medical and Hospital Care Act (PEHMCA).

B. JOINT LABOR / MANAGEMENT HEALTH BENEFITS STUDY COMMITTEE**1. PURPOSE OF COMMITTEE AND STUDY**

The City and the Association agree to participate in a Joint Labor/Management Health Benefit Committee which will study the feasibility of withdrawing from the PERS Health Care Plan and participating in other employee medical benefit plans.

2. MUTUAL AGREEMENT IN WRITING

The City and the Association must mutually agree in writing to change from CalPERS Health Care to another health care plan.

C. MEDICAL INSURANCE PREMIUMS – ACTIVE AND RETIRED EMPLOYEES – ~~THROUGH DECEMBER 31, 2006~~

Effective through December 31, 2006, the City contribution for medical insurance provided through the PERS Health plan shall be set at an amount equal to Kaiser Los Angeles Region rates (Employee/retiree, Employee/Retiree and Spouse, and Employee/retiree and Family, as applicable) plus fifty percent (50%) of the difference between Kaiser Los Angeles Region rates and the most expensive plan rates. Employees and retirees selecting plans with premiums in excess of the City contribution shall be responsible for the remaining premium difference.

D. MEDICAL INSURANCE PREMIUMS – ACTIVE AND FUTURE RETIRED EMPLOYEES - EFFECTIVE JANUARY 1, 2007

Effective with the pay period that includes January 1, 2007, the City's monthly contribution for medical insurance provided through the PERS Health plan, for active employees and employees that retire on or after January 1, 2007, shall be as follows:

All plans except PERSCare:

- City shall pay ninety-five percent (95%) of the monthly medical plan premium; and
- Employees and retirees shall pay five percent (5%) of the monthly medical plan premium.

PERSCare Plan:

- City shall pay seventy percent (70%) of the monthly PERSCare premium; and
- Employee and retirees shall pay thirty percent (30%) of the monthly PERSCare premium.

E. ELIGIBILITY FOR RETIREE MEDICAL INSURANCE

Unit employees who have completed a minimum total of five (5) years, equivalent to a minimum of ten-thousand four hundred (10,400) hours excluding overtime, of paid service time with the City of Culver City shall be eligible to participate in the City's retiree medical insurance plan upon their retirement from the City of Culver City.

IV. MEDICAL INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)

Unit employees may elect to discontinue participation in, "opt out," of the PERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

A. EMPLOYEE SPOUSES / DEPENDENTS NOT ELIGIBLE FOR OPT OUT

1. For these medical, dental and vision insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - individual coverage; or
 - one (1) employee may select a plan and list the spouse as a dependent.

ARTICLE FOUR

2. A unit employee who is covered as the dependent of a City employee in the City plan is not eligible for "opt-out" compensation.
3. Unit employees may not both insure each other or the same dependents.
4. Electing to be covered as the dependent of a City employee in the City plan is not "opting-out," as the City would continue to pay the premium for the employee as a dependent.

B. PROOF OF COVERAGE / WAIVE CITY LIABILITY

Unit employees electing to cancel City medical insurance coverage for themselves and all eligible family members must provide proof of coverage through another (non-City) benefit plan (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.

C. OPT-OUT CASH VALUE (NON PERSABLE)

1. Unit employee's electing to opt out will receive the cash value of the single party rate applicable to the plan he/she was enrolled in immediately prior to "opting-out," which will be added to the first paycheck of the month and is non-PERSable compensation.
2. If, for any reason, PERS determines that unit employees may not "opt out", this program becomes null and void.

D. RE-ENROLLMENT IN CITY MEDICAL INSURANCE PLAN

1. After electing this provision, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier. Coverage will commence per the plan document.
2. A qualifying event shall be defined as set forth in the PERS medical plan, a copy of which is available to unit employees in the Personnel Department.

V. DENTAL INSURANCE

The City will pay the full monthly premium for dental insurance for unit employees and eligible dependents.

VI. VISION CARE INSURANCE

The City will pay the full monthly premium for vision care insurance for employees and eligible dependents.

VII. LIFE INSURANCE

1. The City will pay the full monthly premium for unit employees for Term Life Insurance Group Coverage of \$50,000.
2. Retirees shall be allowed to continue to participate in the City Life Insurance Program at their own expense.

VIII. CITY RIGHTS – CONTENT AND CONTRACTORS

1. The City retains the exclusive right to determine the content and contractor(s) for dental, vision and life insurance plans, and any other employee benefits.
2. The City agrees to meet and confer with CCEA over any City-proposed change in the benefit levels of dental, life or vision care insurance during the term of this agreement, or if the City proposes to leave the PERS Health Benefit Plan.

IX. IRS SECTION 125 FLEXIBLE SPENDING ACCOUNT

A. PURPOSE

1. The City provides unit employees with a flexible spending account for medical expenses and dependent care, as well as access to voluntary insurance programs, pursuant to Section 125 of the Internal Revenue Service Code (Section 125), as amended.
2. Pursuant to Section 125 unit employees may contribute pre-tax earnings into these accounts.

ARTICLE FOUR

3. The medical expense contribution may be used to pay excess insurance premiums, or for reimbursement of medical expenses such as deductibles, co-pays and expenses in excess of what insurance covers.

B. MAXIMUM ANNUAL SECTION 125 CONTRIBUTION FOR MEDICAL EXPENSE REIMBURSEMENT

1. The maximum annual amount an employee may contribute for future medical expense reimbursement is five thousand dollars (\$5,000) pursuant to Section 125, as amended.
2. The pre-tax funds can be withdrawn to reimburse actual medical care expenses as they are incurred, not to exceed the maximum annual contribution.

C. MAXIMUM ANNUAL SECTION 125 CONTRIBUTION FOR DEPENDENT CARE REIMBURSEMENT

1. The maximum annual amount an employee may contribute for dependent care reimbursement is five thousand dollars (\$5,000) pursuant to Section 125, as amended.
2. The pre-tax funds can be withdrawn to reimburse actual dependent care expenses as they are incurred, not to exceed the maximum annual contribution.

D. LIMITATIONS

1. Pursuant to Section 125, eligible reimbursable expenses must be incurred within the calendar year, January 1st through December 31st, and must be submitted for reimbursement no later than March 31st of the following calendar year.
2. Pursuant to Section 125, receipts for eligible reimbursable expenses incurred in the previous calendar year, January 1st through December 31st, which are submitted after March 31st in the following calendar year shall be forfeited.
3. There are other limitations and restrictions as set forth by the IRS.
4. Unit employees should contact the Personnel Department for a complete plan description, or for the phone number of the City's Section 125 Plan Administrator.

X. STATE DISABILITY INSURANCE (SDI)

1. The City will provide unit employees with State Disability Insurance (SDI) by payroll deduction from the unit employees' paycheck.
2. The amount deducted is set forth by the State.
3. Fifty percent (50%) of the total amount deducted each pay period will be reimbursed to unit employees on each bi-weekly paycheck.

Example: If the cost to the unit employee is \$20.00 per pay period, the City shall reimburse the unit employee \$10.00 per pay period.

XI. UNIFORMS AND UNIFORM ARTICLES: REGULAR PART-TIME (RPT) BUS OPERATORS

A. UNIFORM ARTICLES SUPPLIED BY THE CITY TO RPT BUS OPERATORS

1. The following uniform articles will be furnished to RPT Bus Operators, via a credit voucher:
 - Two (2) dress shirts, long shirt or short sleeve; and
 - Two (2) knit shirts; and
 - Two (2) uniform pants.
2. The credit voucher is available up to one (1) week prior to appointment as an RPT bus Operator.
3. The credit vouchers have no cash value.
4. No substitutions of uniform articles are permitted.

B. OTHER REQUIRED UNIFORM ARTICLES SUPPLIED BY THE CITY TO RPT BUS OPERATORS

1. The following uniform articles shall be supplied by the City to RPT Bus Operators:
 - Transfer Punch (if the Bus Operator does not already have one)
 - Restroom Key (DLX)
 - Locker Key
2. All uniform articles provided by the City shall be returned to the City upon separation/termination from the City.

ARTICLE FOUR

C. REQUIRED UNIFORM ARTICLES SUPPLIED BY THE RPT BUS OPERATOR

1. The following uniform articles are required pursuant to the Culver City Bus Operators Manual, as amended, to be purchased at the unit employee's expense from the vendor authorized by the City or at no expense from the Transportation Department. A recycle program is available:

Additional dress shirts, long or short sleeve	Shoes or Boots
Additional knit shirts	Socks
Jacket or sweater	Belt
Railroad Approved Watch	Pants
Bag for carrying supplies needed while on duty (i.e., transfers, accident packets, paddles, etc.)	

2. Uniform articles obtained from the recycle program shall be returned to the City upon separation/termination.

D. OPTIONAL UNIFORM ARTICLES SUPPLIED BY THE RPT BUS OPERATOR

The following uniform articles are optional pursuant to the Culver City Bus Operators Manual, as amended, to be purchased at the unit employee's expense from the vendor authorized by the City:

Caps, hats, berets
Gloves
Key holder
Name Tag
Ties

XII. UNIFORMS AND UNIFORM ARTICLES: PROBATIONARY AND PERMANENT BUS OPERATORS AND TRANSIT OPERATIONS SUPERVISORS

A. REIMBURSEMENT TO PROBATIONARY UNIT EMPLOYEES

1. The City will reimburse probationary unit employees in the classifications of Bus Operator and Transit Operations Supervisor up to three hundred and fifty dollars (\$350) for the purchase of uniforms and uniform articles from the vendor authorized by the City:
 - upon successful conclusion of the probationary period; and
 - presentation of itemized receipts to the unit employee's supervisor, from the vendor authorized by the City.

2. Reimbursement is made in a lump sum by a warrant check:

B. CITY ISSUED CREDIT VOUCHER TO PERMANENT EMPLOYEES

1. Upon passing probation, the City will provide full-time unit employees in the classifications of Bus Operator and Transit Operations Supervisor, a credit voucher of five hundred dollars (\$500) - *effective January 2008, the amount of the voucher shall increase to five hundred and fifty dollars (\$550)* - to purchase the following uniform articles, required pursuant to the Culver City Bus Operators Manual, as amended, from the vendor authorized by the City:

Caps, hats, berets	Railroad Approved Watch
Dress shirts, long or short sleeve	Shoes or boots
Gloves	Socks
Jacket or sweater	Ties
Key holder	Trouser belt
Knit shirts	Trousers
Name tag	
Transfer Punch	
Bag for carrying supplies needed while on duty (i.e., transfers, accident packets, paddles, etc.)	

2. In addition to purchasing uniform articles, the annual five hundred dollar (\$500) credit voucher, which increases to five hundred and fifty dollars (\$550) in January 2008, may also be used towards the reimbursement for the cost of dry cleaning required uniform articles, upon presentation of receipt(s) to their supervisor clearly identifying the uniform articles.
3. Thereafter, in July of each calendar year, unit employees in the classifications of Bus Operator and Transit Operations Supervisor shall receive a credit voucher of five hundred dollars (\$500), which increases to five hundred and fifty dollars (\$550) in January 2008, to purchase uniform articles from the vendor authorized by the City including reimbursement for the cost of dry cleaning uniform articles, upon presentation of a receipt to their supervisor clearly identifying the uniform articles.

XIII. UNIFORM ALLOWANCE / REIMBURSEMENT: DESIGNATED CLASSIFICATIONS

A. UNIFORM REIMBURSEMENT: PROBATIONARY EMPLOYEES IN CERTAIN DESIGNATED CLASSIFICATIONS

Probationary employees into the following designated classifications shall be reimbursed up to three hundred and fifty dollars (\$350) for the initial purchase of uniform items upon presentation of a receipt to their supervisor clearly identifying the uniform articles:

Business Tax Inspector	Jailer
Code Enforcement Officer	Parking Enforcement Officer
Fire Prevention Specialist	Police Records Technician
Identification Technician	Safety Service Communications Operator

B. UNIFORM ALLOWANCE: PERMANENT EMPLOYEES IN CERTAIN DESIGNATED CLASSIFICATIONS

Permanent employees in the following designated classifications shall be paid an annual lump sum, not to exceed six hundred dollars (\$600) – *effective January 2008, the annual lump sum shall increase to six hundred and fifty dollars (\$650)* - in the first full pay period in January each calendar year to replace uniform articles as needed:

Business Tax Inspector	Jailer
Code Enforcement Officer	Parking Enforcement Officer
Fire Prevention Specialist	Police Records Technician
Identification Technician	Safety Service Communications Operator

C. UNIFORM REIMBURSEMENT: COMMUNITY SERVICES OFFICER (CSO)

Unit employees in the classification of Community Services Officer may be reimbursed up to three hundred and fifty dollars (\$350) annually for uniform expenses upon presentation of a receipt to their supervisor clearly identifying the uniform articles.

D. UNIFORMS ISSUED TO UNIT EMPLOYEES IN DESIGNATED CLASSIFICATIONS

1. The issuance of a required uniform is based upon the job classification as assigned by Management.
2. Unit employees newly hired into the job classifications designated below will be issued eleven (11) shirts and eleven (11) pants.

ARTICLE FOUR

3. Unit employees in the job classifications designated below are required to wear identifiable uniform clothing at all times while on duty.
4. Laundry service for City issued uniforms is provided weekly at no charge to unit employees in the job classifications designated below.
5. The City shall be responsible for the replacement of damaged or worn out uniform items.
6. Unit employees shall be responsible for the payment of lost uniform items, unless otherwise approved by Management.
7. On or about May 1 of each year, the City will provide five (5) City logo t-shirts to each of the job classifications designated in this section for use during working hours only during the summer months, May through September.
8. Colors shall correspond to the department and/or division.
9. T-shirts will not be replaced if damaged or lost, unless otherwise approved by Management.
11. If t-shirts are lost or damaged, the designated unit employee(s) will be required to wear regular uniform shirts.
12. Unit employees shall be responsible for cleaning and maintaining the t-shirts.
13. The City will provide each unit employee in the designated classifications below with one (1) uniform jacket for cold weather.

E. CLASSIFICATIONS DESIGNATED FOR UNIFORMS

The classifications designated for uniforms are as follows:

Building Engineer
Building Services Specialist
Cement Finisher
Equipment Maintenance Supervisor
Equipment Service Worker
Facilities Lead Worker
Facilities Maintenance Worker
Heavy Equipment Operator
Heavy Truck Driver

Pest Control Officer
Photo Enforcement Technician
Pool Maintenance Technician
Property Technician
Sanitation Collector
Sanitation Crew Supervisor
Sanitation Driver
Sanitation Roll-off Driver
Scout Vehicle Operator

ARTICLE FOUR

HVAC Maintenance Worker
Irrigation Maintenance Technician
Laborer
Maintenance Carpenter
Maintenance Electrician
Maintenance Painter
Maintenance Plumber
Maintenance Worker I
Maintenance Worker II
Parking Meter Technician
Park Maintenance Crewleader
Park Patrol Officer
Mechanic
Mechanic Assistant

Senior Maintenance Worker
Senior Tree Maintenance Worker
Sewage Lift Station Worker
Street Light Technician
Street Maintenance Crewleader
Subdrain Crewleader
Subdrain Worker
Traffic Painter
Traffic Painting Crewleader
Traffic Signal Technician
Warehouse Supervisor
Warehouse Wrkr/Delivery Driver
Welder

F. UNIFORM ALLOWANCE/REIMBURSEMENT VALUE REPORTED TO PERS FOR UNIT EMPLOYEES IN DESIGNATED CLASSIFICATIONS

1. The value of the required uniform shall be reported to PERS on behalf of the unit employees in the designated classifications in Public Works, PR & CS, and Sanitation.
2. The total value of issued t-shirts and pants reported to PERS shall be four dollars and eighty cents (\$4.80) per pay period, regardless of the number of dress shirts and pants issued.
3. The total value of issued dress shirts and pants reported to PERS shall be nine dollars and sixty cents (\$9.60) per pay period, regardless of the number of dress shirts and pants issued.
4. Each eligible job classification, as determined by Management, shall receive either the value of t-shirts and pants (\$4.80), or dress shirt and pants (\$9.60), but not both.

G. UNIFORM REIMBURSEMENT: DISABLED TRANSFERRED UNIT EMPLOYEES

Incumbent unit employees who have been transferred to one of the designated positions pursuant to the City's Disability Transfer Rule and who are not probationary may request reimbursement for the initial supply of required uniform articles.

XIV. UNIFORM ALLOWANCE REQUIREMENTS

A. LIMITATIONS

1. Uniform allowances shall cover all uniform items not provided by the City as safety equipment or for identification.
2. Shoes meeting departmental standards may be purchased within this allowance.
3. Uniform allowances may be used for dry cleaning costs of uniform items.

B. UNIFORMS ARE PROPERTY OF THE CITY

1. All uniforms provided by the City shall remain the property of the City.
2. All uniforms provided by the City shall be returned to the City whenever a unit employee terminates their employment with the issuing Department.

XV. UNIFORM ALLOWANCE AND UNIFORM REIMBURSEMENT: PERSABLE / NON-PERSABLE

A. PERSABLE / NON-PERSABLE

1. All uniform allowances and uniform reimbursements to unit employees shall be considered PERSable up to the amount set forth in this Agreement.
2. Personal health and safety items such as protective vests, pistols, bullets, and safety shoes are non-PERSable.

B. UNIFORMS: CITY PAID PERS EMPLOYEE RATE

The City agrees to pay the PERS employee seven percent (7%) contribution as required for the value of uniforms provided or reimbursed by the City.

XVI. PRACTICE AMMUNITION FOR JAILERS

The City will provide practice ammunition to Jailers who are authorized to carry weapons on the job.

XVII. SAFETY EQUIPMENT

A. SAFETY EQUIPMENT: CITY ISSUE AND/OR REPLACE

The City will issue and replace as needed, all items of equipment the City deems necessary for a unit employee to safely perform the duties required of the unit employees' classification.

B. SAFETY SHOES

1. If required by the City, safety shoes shall be provided to unit employees upon appointment to a designated classification requiring safety shoes.
2. Safety shoes shall be replaced by the City if damaged or rendered unusable in the course of employment.
3. The list of designated classifications/positions required to wear safety shoes is determined by affected Department Heads, Risk Management and approved by the City Manager.
4. The maximum amount the City will reimburse (non-PERSable) designated unit employees, for the purchase of safety shoes every six (6) months is as follows, except as approved by the Department Head under extenuating circumstances. The designated unit employee shall bear any cost above the maximum reimbursement as follows:

Maximum Reimbursement (Non-PERSable)			
<u>Type of Shoe:</u>	<u>Thru 12/31/06</u>	<u>Eff. Jan 1, '07</u>	<u>Eff. Jan. 1, '10</u>
Electrical Hazard	\$150	\$175	\$200
General Safety	\$150	\$175	\$200
Waterproof (Subdrain)	\$225	\$250	\$275

5. Safety shoes remain the property of the City while assigned to designated unit employees.

C. PRESCRIPTION SAFETY GLASSES

1. Prescription safety glasses will be provided for those unit employees in designated classifications/positions determined to be required by affected Department Heads, Risk Management and approved by the City Manager.
2. The City shall provide frames from Risk Management and will reimburse designated unit employees, upon proof of purchase and receipt, as follows:

<u>TYPE OF LENSE</u>	<u>MAXIMUM REIMBURSEMENT</u>
Single vision prescription safety lenses:	\$ 70.00
Double vision prescription safety lenses:	\$ 85.00
Progressive vision prescription safety lenses:	\$150.00

D. LIMITATIONS

1. All safety equipment/items will be used only on City business.
2. Safety equipment/items will be left at designated City facilities while not in use.
3. The value of safety equipment/items is non-PERSable.

XVI. PROTECTIVE ARTICLES

A. CITY ISSUED PROTECTIVE ARTICLES: PARKING ENFORCEMENT OFFICER

Unit employees in the classification of Parking Enforcement Officer may use the uniform allowance to purchase protective vests for use on the job, or may use tactical entry vests which will be made available.

B. CITY ISSUED PROTECTIVE ARTICLES: JAILER

The City will provide one (1) new bullet-proof vest (the type worn under a uniform shirt or blouse) to any Jailer who requests one.

C. LIMITATIONS

1. The City will issue unit employees protective articles that the City deems necessary.

2. Such protective articles will be used only on City business.
3. Such protective articles will be left at designated City facilities while not in use.

XVIII. MECHANIC TOOLS

A. REIMBURSEMENT FOR MECHANIC TOOLS – NON-PERSABLE

1. The City shall reimburse unit employees in the following classifications up to two hundred dollars (\$200.00) per calendar year – *effective January 2008, shall increase to three-hundred dollars (\$300) per calendar year* - with proof of purchase and receipt, for tools purchased:
 - Equipment Maintenance Supervisor
 - Mechanic
 - Mechanic Assistant
 - Equipment Service Worker
2. For these mechanic job classifications, certain journey-level tools are to be maintained by the unit employees.
3. If these mechanic tools are broken during the normal course of work, they will be replaced at the City's expense.
4. If the mechanic tools are covered by a manufacturer's warranty replacement, this warranty will supersede the City replacing the tool.
5. If the unit employee provides the Equipment Service Manager a tool inventory, and maintains this inventory with regular updates, the City will replace the tool free of charge when a specific tool is lost or stolen, upon submission of proof of ownership.

XIX. MILEAGE REIMBURSEMENT

The City agrees to provide mileage reimbursement to unit employees who use their personal vehicles for City business, pursuant to Council Policy. The reimbursement rate shall be the applicable IRS allowance rate.

XX. TUITION REIMBURSEMENT

The City agrees to reimburse unit employees up to one hundred dollars (\$100) per applicable accredited college unit, plus the actual costs of books, registration fees and parking permit fees, pursuant to Administrative Policy II-08, as amended.

XXI. EMPLOYEE DEVELOPMENT AND TRAINING

A. SELF-DEFENSE TRAINING: SAFETY SERVICES COMMUNICATION OPERATORS / POLICE RECORDS TECHNICIAN

The City will provide self-defense training to unit employees in the following classifications to assist them in safely performing their occasional matron duties:

- Safety Services Communication Operators
- Police Records Technicians

B. CITY PAID CERTIFICATION COURSES, PROGRAMS AND/OR LICENSE FEES

1. The City will include sufficient funds in the respective department budgets to cover the fees or costs for the certification courses, programs or licenses which may be required for the following classifications:

<u>Classification</u>	<u>Course, Program, License</u>
Identification Technician:	Crime Scene Analyst and/or Latent Print Examiner
Irrigation Technician:	Back-Flow Inspection Certification
Pest Control Technician:	Certified Pest Control Applicator

2. Designated unit employees will be required to maintain such certifications or licenses, once achieved, as a condition of employment.

C. JOB-RELATED TRAINING

1. The City will support job-related training, education and certification to enhance the unit employees' ability to perform his/her job, and will encourage unit employees to seek those opportunities.
2. Respective departments will budget funds for training and education courses which may include certification costs.

ARTICLE FOUR

3. Commercial Driver's licenses are the personal and financial responsibility of the individual operator as a condition of employment.
4. The City may provide time and/or training to assist unit employees in obtaining a commercial license if their job duties change and such license becomes a requirement.

XXII. ON-DUTY DEATH/FUNERAL BENEFIT

1. In recognition of services rendered, should any unit employee covered by this MOU die in the line of duty, the City will provide the family of the employee a funeral benefit of seven thousand five-hundred dollars (\$7,500).
2. This benefit shall be payable over and above any benefits payable through PERS or Labor Code provisions.
3. Payment to the family shall be made as soon as possible, but in no event later than fifteen (15) working days following the death.

ARTICLE FIVELEAVES OF ABSENCE**I. POLICY**

It shall be the policy of the City to grant leaves of absence to permanent and probationary unit employees for the purpose of rest and relaxation, and for recuperation from illness, based on each unit employee's total length of service with the City. Unit employees are expected to take advantage of the vacation provisions afforded them in order to maintain their mental and physical health.

II. ACCUMULATION, USE AND REQUESTS FOR LEAVE**A. ACCUMULATION OF LEAVE**

1. The unit employee's anniversary date (date of original benefited employment adjusted for breaks in service) shall determine the category of leave accumulation.
2. Unit employees shall continue to accumulate vacation and sick leave when on authorized leave with pay of any kind.

B. USE OF LEAVE

1. Leave shall be taken in multiples of one-half (1/2) hour.
2. Unit employees can take up to the total amount of accumulated leave credit accruals.
3. Charges against comp time, floating holidays, vacation or sick leave credit accruals shall be made for only regularly scheduled work day hours.
4. No charge to accumulated accrual balances (i.e., floating holidays, vacation, comp time, sick leave) shall be made when an official holiday occurs during an authorized period of paid leave.

C. ADVANCE OF VACATION OR SICK LEAVE

A request for one (1) year's advance of vacation or sick leave accrual credit may be approved for use by the Department Head and the City Manager.

D. REQUESTING LEAVE

1. Except as otherwise provided, no leave of absence with pay shall be granted to any unit employee without the approval of the Department Head or designee.
2. Whenever possible, unit employees shall file a request for a leave of absence on a form provided by the appointing authority, and shall receive written approval before taking such leave period.
3. When conditions prevent a prior request, the unit employee, upon return from said leave, may be required to file a report explaining the conditions which prevented a prior request.

E. FAILURE TO FILE A PRIOR REQUEST

Failure to file a prior request, in the absence of extenuating conditions, shall be grounds for disciplinary action.

III. HOLIDAYS

A. OFFICIAL PAID CITY HOLIDAYS: FULL-TIME BENEFITED UNIT EMPLOYEES

1. Official Paid City Holidays for full-time, benefited unit employees shall be:
 - Considered eight (8) hours leave with pay, or
 - Equal to the actual number of regularly scheduled workday hours that fall on an Official City Holiday for unit employees with regularly scheduled workdays exceeding eight (8) hours.
 - Included for the purpose of calculating the base for overtime, with the exception of Bus Operators and Transit Operations Supervisors.
 - Paid at the overtime rate when a unit employee is required to work on an Official Paid City Holiday.
2. Unit employees shall not receive overtime credit for both the Official Paid City Holiday and actual hours worked.

B. OFFICIAL PAID CITY HOLIDAYS: REGULAR PART-TIME (RPT) EMPLOYEES

1. Official Paid City Holidays for Regular Part-time (RPT), benefited unit employees shall be:
 - The number of hours less than eight (8) hours, and
 - In the same proportion as their regularly scheduled workweek is to forty (40) hours, rounded to the nearest half (1/2) hour.

Example: An RPT employee regularly works thirty-five (35) hours per week which is equivalent to eighty-seven and one-half percent (87.5%) of a forty (40) hour work week; therefore, the RPT employee's Official Paid City Holiday would be seven (7) hours which is equivalent to eighty-seven and one-half percent (87.5%) of an eight (8) hour work day.

2. Unit employees shall not receive overtime credit for both the Official Paid City Holiday and actual hours worked.

C. OFFICIAL PAID CITY HOLIDAYS FOR UNIT EMPLOYEES EXCEPT FOR DESIGNATED SANITATION CLASSIFICATIONS

1. The Official City Paid Holidays for unit employees (**except for designated Sanitation classifications**) shall be as follows:
 - New Year's Day (The first day of January)
 - Martin Luther King Day (Third Monday in January)
 - Memorial Day (Last Monday in May)
 - Independence Day (The fourth day of July)
 - Labor Day (First Monday in September)
 - Thanksgiving Day (Fourth Thursday in November)
 - Friday After Thanksgiving Day
 - Christmas Day (Twenty-fifth day of December)
 - Forty (40) hours of Floating Holiday time each fiscal year
2. Any one-time special day designated by the President of the United States or the Governor of California requiring the City offices to close in recognition of a public feast, thanksgiving or holiday.
3. Any day authorized by the City Manager.

ARTICLE FIVE

4. When an Official Holiday falls on a Saturday, the Friday immediately preceding the Saturday shall be deemed to be the day of the Official Paid City Holiday.
5. When an Official Holiday falls on a Sunday, the Monday immediately following the Sunday shall be deemed to be day of the Official Paid City Holiday.

D. OFFICIAL PAID CITY HOLIDAYS FOR DESIGNATED SANITATION CLASSIFICATIONS

1. Official Paid City Holidays for unit employees in the classifications of Sanitation Crew Supervisor, Sanitation Driver, Roll-Off Driver, Sanitation Dispatcher, Scout Vehicle Operator, (Sanitation) Heavy Truck Driver, Sanitation Collector, Heavy Equipment Operator, and Laborer, shall be as follows:
 - New Year's Day (First day in January)
 - Martin Luther King Day (Third Monday in January)
 - Memorial Day (Last Monday in May)
 - Independence Day (Fourth day of July)
 - Labor Day (First Monday in September)
 - Veterans' Day (Eleventh day of November)
 - Thanksgiving Day (Fourth Thursday in November)
 - Friday after Thanksgiving Day
 - Christmas Day (Twenty-fifth day of December)
 - Thirty-two (32) hours of Floating Holiday time each fiscal year for full-time unit employees, or a number of pro-rated hours for RPT employees, in designated Sanitation classifications.
2. Any one-time special day designated by the President of the United States or the Governor of California requiring the City offices to close in recognition of a public feast, thanksgiving or holiday.
3. Any day authorized by the City Manager.
4. When an Official Holiday falls on a Saturday, the Friday immediately preceding the Saturday shall be deemed to be the day of the Official Paid City Holiday.
5. When an Official Holiday falls on a Sunday, the Monday immediately following the Sunday shall be deemed to be day of the Official Paid City Holiday.



E. FLOATING HOLIDAY LEAVE TIME

1. Full-time benefited unit employees shall be eligible to receive forty (40) hours of paid Floating Holiday leave time each fiscal year.
2. Full-time benefited unit employees in the classifications of Sanitation Crew Supervisor, Sanitation Driver, Roll-Off Driver, Sanitation Dispatcher, Scout Vehicle Operator, (Sanitation) Heavy Truck Driver, Sanitation Collector, Heavy Equipment Operator, and Laborer shall be eligible to receive thirty-two (32) hours of paid Floating Holiday leave time each fiscal year.
3. Regular part-time, benefited unit employees, excluding Sanitation RPT's, shall be eligible to receive floating holiday hours each fiscal year using a prorated formula based on the number of hours scheduled to work each week:

An **example** of how floating holiday leave time is calculated and prorated for an RPT employee is as follows:

An RPT employee scheduled to work thirty-five (35) hours per week would be eligible to receive thirty-five (35) hours of floating holiday leave time in a fiscal year, based on a forty (40) hour accrual.

4. An **example** of how floating holiday leave time is calculated and prorated for a Sanitation RPT employee is as follows:

A Sanitation RPT employee scheduled to work thirty-five (35) hours per week would be eligible to receive twenty-eight (28) hours of floating holiday leave time in a fiscal year, based on a thirty-two (32) hour accrual.

F. ELIGIBILITY FOR FLOATING HOLIDAY LEAVE

1. Full-time benefited unit employees and RPT unit employees on the payroll as of July 1 of each fiscal year shall receive a bank of floating holiday leave hours as set forth above, which may be utilized on or after July 1st of each calendar year, and will appear on the paycheck which includes the first full pay period in July each fiscal year.

ARTICLE FIVE

2. Full-time benefited and RPT unit employees, excluding Sanitation employees, hired after July 1st of each fiscal year shall receive pro-rated floating holiday leave time in proportion to the time remaining within the respective fiscal year calculated from the first day of the month following the date of hire and June 30th of the following calendar year. Each full month is equal to 3.33 hours of floating holiday leave time based on a forty (40) hour annual accrual, or pro-rated for RPT employees.
3. Full-time benefited Sanitation unit employees, hired after July 1st of each fiscal year shall receive pro-rated accruals for floating holiday leave time in proportion to the time remaining within the respective fiscal year calculated from the first day of the month following the date of hire and June 30th of the following calendar year. Each full month is equal to 2.67 hours of floating holiday leave time based on a thirty-two (32) hour annual accrual.
4. Sanitation RPT employees hired after July 1st of each fiscal year shall receive pro-rated accruals for floating holiday leave time in proportion to the time remaining within the respective fiscal year calculated from the first day of the month following the date of hire and June 30th of the following calendar year. Each full month is equal to 2.67 hours of floating holiday leave time, based on a thirty-two (32) hour annual accrual rate.
5. Unit employees appointed to classifications covered by this MOU after July 1 of the calendar year shall receive floating holiday leave upon appointment, prorated on the basis of the number of months remaining in the twelve (12) month period (e.g., one-year equals one-half credit) rounded to the nearest whole hour.

G. PAYOFF OF UNUSED FLOATING HOLIDAY LEAVE TIME

1. Floating Holiday Leave Time unused as of June 30th of the prior fiscal year shall be paid to eligible full-time benefited and RPT unit employees, at their base hourly rate which is/was in effect on July 1st of the current fiscal year, on the paycheck which includes July 1 of the new fiscal year.
2. Floating Holiday payoff, at the unit employee's discretion, may be:
 - Deposited into the unit employee's deferred compensation account by prior written notice through the Personnel Department, or
 - Donated to the City's Catastrophic Leave Bank.

H. PAYOFF OF UNUSED FLOATING HOLIDAY LEAVE TIME UPON TERMINATION/SEPARATION

Unused floating holiday leave time shall be paid to eligible unit employees at their base hourly rate upon termination / separation.

IV. OFFICIAL HOLIDAYS OCCURRING ON A SCHEDULED DAY OFF

A. PAYMENT OR CARRY-OVER WITHIN THE CURRENT FISCAL YEAR

Official Holidays occurring on a unit employee's regularly scheduled day off may, at the unit employee's discretion, be:

- Paid to the unit employee in the same pay period; or
- Carried-over for use on another day no later than June 30th of the same fiscal year.

B. LIMITATIONS

1. Official Holidays carried over have no cash value, and therefore, cannot be cashed out at a later date.
2. Unit employees must use or lose official holiday time carried-over no later than June 30th of the same fiscal year.

V. EMPLOYEE REQUIRED TO WORK ON AN OFFICIAL HOLIDAY

1. When a unit employee is required to work on an official holiday, the hours actually worked shall be paid at the overtime rate, regardless of whether or not the unit employee has completed forty (40) hours during the workweek.
2. Only the hours actually worked on such holiday shall contribute toward the forty (40) hour base for establishing eligibility for further overtime credit.
3. When a unit employee is required to work on a scheduled holiday, the employee shall be paid eight (8) hours holiday pay, in addition to such overtime as the unit employee actually works on the holiday, or the unit employee and appointing authority may agree to an alternative eight (8) hours leave with pay on another day within the same pay period.

VI. WORK SCHEDULES WHICH INCLUDE SATURDAY AND/OR SUNDAY

1. Unit Employees whose regular work schedules include Saturday or Sunday will observe Christmas (December 25), New Years Day (January 1), and/or Independence Day (July 4) on the actual date, rather than the date City Hall closes for that holiday.
2. This will also apply to employees in the Sanitation division observing Veterans' Day (November 11).
3. Holiday overtime pay will apply if the employee is scheduled to work those days. If the actual date is an off-duty day, the employee may elect pay or carry-over of the time consistent with those provisions above.

VII. VACATION LEAVE

A. ELIGIBILITY FOR VACATION LEAVE

1. All unit employees shall be eligible for vacation leave after serving twelve (12) months of employment with the City.
2. At the completion of the twelve (12) month period, the unit employee shall be credited with vacation leave earned during the prior twelve (12) month period, including time spent on provisional or temporary appointments.

B. ACCRUAL OF VACATION LEAVE

1. Vacation hours shall accrue each pay period at one twenty-sixth (1/26) of the annual accrual rate (i.e., annual accrual rate divided by 26).
2. Exceptions to the maximum allowable accruals may be granted by the City Manager, or his/her designee, to meet exceptional departmental staffing needs.
3. No vacation shall be authorized, for leave or payment, unless accrued prior to the time for use or payment, except as authorized by the City Manager.

C. TABLE OF VACATION LEAVE BENEFITS

1. The Table of Vacation Leave Benefits shown below sets forth in detail the number of working hours per year to which a full-time unit employee is entitled as a vacation leave benefit.
2. A regular part-time employee shall accrue vacation in the proportion represented by their regular work week schedule in relation to a forty [40] hour work schedule (i.e., the bi-weekly accrual for a thirty-five [35] hour RPT employee will be based upon eighty-seven and one-half percent [87.5%] of the annual amount shown for a full-time unit employee).
3. The benefit shown in each category shall commence upon entering the first day of the new category as follows:

1 st thru 4 th Year	5 th thru 14 th Year	15 th thru 20 th Year	21 st Year and thereafter
80 Hours	120 hours	160 hours	160 hours, plus 8 hours per year of service over twenty (20) years

D. ACCUMULATION OF VACATION LEAVE

1. Vacation time may be accumulated by unit employees to a maximum of twice the annual accrual of vacation hours for which the unit employee is eligible.
2. Once a unit employee has accrued the maximum amount of vacation leave, no further vacation leave shall be accrued until the unit employee's level of accrued vacation has been reduced to less than the maximum. At that time, the unit employee shall again begin accruing vacation but at no time may he/she accrue more than the maximum allowed pursuant to this section.

E. LIMITATIONS

Vacation shall not be used in lieu of accumulated sick leave or when sick leave request is disapproved.

F. BI-WEEKLY PAYOFF OF EXCESS VACATION ACCRUALS – NON-PERSABLE

Vacation time which accumulates in excess of the maximum allowed each employee, shall be paid in cash (non-PERSable) on the next regular bi-weekly paycheck, thereby bringing the employee's vacation balance to no more than the maximum allowable (except as provided in this Article).

G. VACATION PAYOFF UPON TERMINATION – NON-PERSABLE

1. Any unit employee who terminates employment shall be paid (non-PERSable) for such vacation time accrued but unused as of the date of the termination.
2. It shall not be necessary to carry such employee on the payroll for the vacation period.

VIII. SICK LEAVE

A. ELIGIBILITY FOR SICK LEAVE

No sick leave shall be granted until a unit employee has completed three (3) full months of service, including time spent on provisional or temporary appointment.

B. ACCRUAL OF SICK LEAVE: FULL-TIME AND RPT UNIT EMPLOYEES

1. Each full-time unit employee shall accrue sick leave each bi-weekly pay period pro-rated on an annual basis and shall be credited as follows:

Sick Leave Accrual Rate for Full-time Unit Employees		
Bi-weekly accrual rate	Monthly Accrual rate	Annual Accrual rate
3.693 hours (96 hrs / 26 pay periods)	8 hours	96 hours

2. Each RPT unit employee shall accrue sick leave each bi-weekly pay period pro-rated on an annual basis in the same proportion that their regularly scheduled workweek compares to a forty (40) hour workweek as follows:

EXAMPLE: Sick Leave Accrual Rate for Regular Part-time (RPT) Unit Employees			
RPT regularly scheduled workweek hours	Bi-weekly accrual rate	Monthly accrual rate	Annual accrual rate
35 hours (35 hrs ÷ 40 hrs = 87.5%)	3.5 hours (40 hrs X 87.5%)	7.6 hours (3.5 hrs X 26 pp ÷ 12 mo)	91 hours (3.5 hrs X 12 mo)

C. PURPOSE, PROCEDURE, USE AND VERIFICATION OF SICK LEAVE

1. Sick leave is intended for the illness or injury of a unit employee as follows. Sick leave may be allowed for:
 - Personal illness or injury of the employee;
 - Authorized emergency leave;
 - Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parent's, siblings, grandparents, any of which that reside in the unit employee's residence;
 - Medical or dental appointments;
 - Cases of quarantine; or
 - Where exposure to contagious diseases would endanger the health of other employees.
2. Sick leave may be taken in increments of one-half (1/2) hour or more.
3. Vacation time may not be used for disapproved sick leave.
4. The responsibility for proving the validity of a request for sick leave shall be upon the unit employee.
5. The unit employee shall notify his immediate supervisor within one (1) day of the beginning of sick leave, or pursuant to the rules of the Department.
6. At the end of the second day of sick leave, Management or designee may request verification to be made by a qualified person.
7. For absences of over two (2) days, a medical certificate from a qualified physician, chiropractor or practitioner may be required.

8. Upon return to duty, the unit employee shall present evidence of the necessity of sick leave, if so requested by Management or designee.

D. BI-WEEKLY PAYOFF PLAN: UNUSED SICK LEAVE ACCRUAL (NON-PERSABLE)

1. When an employee shall have accumulated three hundred and eighty-four hours (384) hours of unused sick leave credit, the employee will, thereafter, be eligible for payment in each pay period of a portion of the unused sick leave accrued during the preceding pay period, subject to the following conditions:

TIER 1: SICK LEAVE PAYOFF AT THREE HUNDRED AND EIGHTY FOUR (384) HOURS			
Bi-weekly Accrual Rate	Tier 1 Maximum Accumulation	Amount of Bi-weekly Sick Leave Payoff @ 50% (Non-PERSable)	Amount of Bi-weekly Sick Leave Accrued @ 50%
3.693 hours	384 hours	1.85 hrs X hourly rate (1/2 [50%] of bi-weekly accrual rate of 3.693 hours)	1.85 hours
- The unit employee must maintain at least three hundred and eighty four (384) hours of sick leave accruals. - If the sick leave accrual balance falls below three hundred and eighty four (384) hours at any time, the unit employee will become ineligible for any unused sick leave payment until such time as her/her sick leave accruals again exceed three hundred and eighty four (384) hours.			

- 2a. Unit employees with at least three hundred and eighty four (384) hours but less than seven hundred and twenty (720) hours of accrued sick leave may be paid for one-half (50%) of sick leave accrued and unused in each pay period as set forth in the Tier 1 table above.
- b. The remaining unused sick leave in each pay period shall be added to the unit employee's accruals up to the seven hundred and twenty (720) hour maximum.

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- c. Unit employees at the maximum accrual of seven hundred and twenty (720) hours, or who reach maximum accrual thereafter, will be paid for three-fourths (75%) of accrued unused sick leave in each pay period and shall forfeit the remaining accruals as set forth in the following Tier 2 table:

TIER 2: SICK LEAVE PAYOFF AT SEVEN HUNDRED AND TWENTY (720) HOURS			
Bi-weekly Accrual Rate	Tier 2 Maximum Accumulation	Amount of Bi-weekly Sick Leave Payoff @ 75% (Non-PERSable)	Amount of Bi-weekly Sick Leave Forfeited @ 25%
3.693 hours	720 hours	2.7 hrs X hourly rate (3/4 [75%] of bi-weekly accrual rate of 3.693 hours)	.92 hours

E. SICK LEAVE CONVERSION PAYOFF UPON RETIREMENT OR FAVORABLE RESIGNATION – (NON PERSABLE)

Unit employees who retire or terminate are eligible to convert unused accumulated sick leave accrual to vacation accrual (non-PERSable) on the following basis:

1. With favorable resignation, excluding resignation in-lieu of proposed or imposed disciplinary action, after ten (10) or more years of satisfactory service, one-half (1/2) or fifty percent (50%) of the accumulated sick leave accrual will be converted to vacation accrual.
2. With retirement after ten (10) or more years of satisfactory service, seventy-five percent (75%) of the accumulated sick leave accrual will be converted to vacation accrual.
3. With retirement after fifteen (15) or more years of service, one hundred percent (100%) of the accumulated sick leave accrual will be converted to vacation accrual.
4. Accumulated sick leave credit as used in this section shall mean that balance of accrued and unused sick leave available to the employee as of the date of retirement or resignation.

F. SICK LEAVE PAYOFF UPON THE DEATH OF AN EMPLOYEE – NON-PERSABLE

1. Upon a unit employee's death, his/her beneficiaries or estate shall be entitled to receive the same accumulation and conversion benefit payoff as the unit employee would have received were he/she alive and had favorably resigned or retired.
2. Any payoff under this benefit is non-PERSable.

IX. PRE-RETIREMENT DISTRIBUTION OF LEAVE ACCRUALS – NON-PERSABLE

1. A unit employee giving irrevocable notice of his/her intent to retire within three (3) years (36 calendar months) may have accrued leaves (which are otherwise payable upon retirement) distributed in equal installments to his/her paychecks over the months preceding retirement, with a minimum duration of six (6) months and a maximum duration of thirty-six (36) months.
2. Such distributions may be taken as taxable earnings, or may be used for deposit in the deferred compensation account under the terms of the Section 457 Catch-up provisions.

X. INJURY ON DUTY LEAVE (IOD)

A. UP TO SIX (6) MONTHS MAXIMUM SALARY CONTINUANCE

1. If injured-on-duty (IOD) and claim is determined to be compensable, a unit employee may be eligible for salary continuance. Salary continuance is to be paid during the period for which temporary disability is required pursuant to Workers' Compensation Laws of the State of California, an amount which, when added to such temporary disability benefits and earnings from other employment, will equal the unit employee's normal base salary for the period.
2. Such salary continuance payments shall be subject to normal tax deductions and other mandatory or voluntary deductions, but without deduction from sick leave or vacation leave accruals and shall be provided for a period not to exceed six (6) calendar months from the date of the injury.

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3. In no case shall such compensation be paid for a period of time in excess of the unit employee's continuous service immediately prior to such injury.

B. EXTENSION OF LEAVE AND SALARY CONTINUANCE

If a unit employee's temporary disability exceeds the six (6) calendar months of salary continuance as set forth above, salary continuance for up to an additional six (6) months, with the approval of the City Manager, if the unit employee is not otherwise eligible for retirement, vocational rehabilitation, light or modified duty or disability transfer, and the Risk Management Division, after consultation with the City's Physician(s), determines that the employee will likely return to full duty within a reasonable period not to exceed six (6) months.

C. EXHAUSTION OF SALARY CONTINUANCE

1. If the unit employee exhausts such salary continuance as set forth above, or is denied extension of salary continuance, he/she may elect to utilize accumulated sick leave or vacation leave accruals which, when added to temporary disability payments and earnings from other employment, will equal his/her normal base salary, subject to normal deductions.
2. When a unit employee's temporary disability payments stop, and he/she is still unable to return to work, he/she may elect to utilize accumulated sick leave or vacation leave accruals equal to his/her normal base salary, subject to normal deductions.

D. CITY INITIATED DISABILITY RETIREMENT

If, at any time during a temporary disability absence, the City receives medical information which indicates that the employee will not be able to return to performance of the duties of his/her position, the City may initiate disability retirement procedures even if there is unexpended leave available to the employee.

E. LIMITATIONS

1. When a unit employee's absence is a result of a compensable industrial injury, and the absence is less than three (3) days, the absence shall be deducted from the unit employee's sick leave accruals, unless temporary disability payments are required to be paid pursuant to Workers' Compensation Laws of the State of California.

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2. Unit employees receiving IOD payments, salary continuance, and/or temporary disability payments:
 - Shall be available for follow-up treatment, diagnosis, therapy, and related matters, unless authorized to leave the area for extenuating circumstances with prior authorization from Risk Management, and
 - Shall be required to provide an address and phone number where they can be located, if they plan to be away from their residence.
3. Shall be required to notify Risk Management immediately upon change of residence and contact information.

XI. MISCELLANEOUS LEAVES WITH PAY

A. BEREAVEMENT LEAVE

1. Any unit employee who is compelled to be absent from duty because of a death in the immediate family shall be allowed time necessary to be absent from work at their base hourly rate of pay for the equivalent of the employee's regular workweek, but not more than forty (40) working hours per incident, without charge to accrued sick leave, vacation, comp time or floating holiday time.
2. Immediate family, for the purposes of this Section only, shall be defined as follows:

Brothers	Sisters
Children	Spouse
Child's Spouse	Spouse's Brothers
Grandchildren	Spouse's Grandparents
Grandparents	Spouse's Parents
Parents	Spouse's Sisters
State Registered Domestic Partner	Stepchildren
Siblings' Spouse	Stepparents
3. If additional leave time is required, the employee may request sick leave, vacation or floating holiday time.
4. Should the list of immediate family members be increased in any other Culver City bargaining unit MOU, the additional provisions shall apply to this unit.

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5. The City may require verification of the death of a member of the immediate family. Verification may include any printed record or notice of the death (e.g., newspaper obituary notice, mortuary leaflet or card, etc.).
6. If special circumstance exists wherein a unit employee believes another person reasonably substitutes for one of the foregoing, (i.e., foster parent, legal guardian, foster child, legal ward, etc.) the unit employee must register that special circumstance with the Personnel Department in writing in advance in order to qualify for the bereavement leave. (Note: The special circumstance does not permit substitution of individuals in the place of persons already deceased.)

B. EMERGENCY LEAVE

1. An emergency leave of absence with pay may be granted by Management to any unit employee because of family illness, legal matters, non work-related court appearances, home emergencies (e.g., burst water heater, or sudden structural damage, etc.), providing the unit employee may have such leave charged to his/her sick leave, compensatory time, service award leave or vacation leave accounts.
2. Emergency leave shall automatically be deducted from sick leave unless the unit employee requests that it be deducted from another leave as set forth in Section B.1 above.
3. All emergency leaves of absence shall be limited to twenty-four (24) working hours within any calendar year taken in increments of at least one-half (1/2) hour.
4. Verification of all emergency leaves may be required by Management.

C. JURY DUTY

1. A unit employee called to active jury service during scheduled work days shall receive his/her regular compensation for such time served to a maximum of ten (10) working days for each jury summons.
2. The unit employee will forfeit jury fees to the City, but shall retain any mileage compensation provided.

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3. Unit employees working other than a Monday through Friday daytime schedule may be reassigned to such a schedule during jury duty service if possible, or to another schedule compatible with employee and department interests.
4. Jury service required on an employee's off-duty day is not compensable by the City, and the unit employee may retain jury compensation for such days.
5. Unit employees whose work schedule cannot be modified, whose regular work day may be Saturday or Sunday, and/or who serve jury duty and then work some portion of the same day, shall receive their regular compensation for the scheduled work day and may retain jury pay.
6. Jury duty time shall not be considered work time and does not count toward hours worked for the calculation of overtime.
- 7a. In the event the unit employee is required to serve in excess of ten (10) compensated work days, he/she may use accrued leave and retain excess jury fees for that period.
- b. Unit employees who are compelled by the Court to serve longer than ten (10) days on a jury may submit a request to their Department Head to approve additional jury leave.
- c. If the request is approved, the City shall provide pay for one-half (1/2) of the hours spent on jury duty in excess of the original ten (10) days up to an additional ten (10) half day of the unit employees regularly scheduled workday hours.
- d. The unit employee may use accrued vacation, floating holiday, or comp time for the remainder of the half day regularly scheduled workday hours.
8. The unit employee shall be responsible for providing proof of jury service upon his/her return to work.
9. Specific procedures for jury duty leave with pay, consistent with this provision, shall be established in City Administrative Policy.
10. The City shall provide a copy of the current City Administrative Policy on Jury Duty.

D. OUTSTANDING PERFORMANCE LEAVE

The City may grant up to three (3) days off with pay to unit employees rewarded for outstanding performance, or provide other forms of recognition pursuant to Civil Service Rules.

E. RELIGIOUS SERVICES

1. Unit employees shall be permitted to attend or observe religious services, or holidays of major theological importance, which occur during work hours provided that:
 - The work load of the organization so permits; and
 - Management authorized the absence.
2. Time taken shall be charged to the unit employee's accumulated vacation, floating holiday), compensatory leave or service award leave time.

F. MILITARY LEAVES OF ABSENCE

Military leave with pay shall be granted in accordance with applicable state law, federal law and municipal law, and applicable City policies.

G. VOTING LEAVE

1. Unit employees shall be permitted leave to vote as required by California Elections Code Section 14350-14352, as amended, if the unit employee cannot otherwise get to the polling place during non-working hours.
2. Leave may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.
3. Unit employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.

H. SCHOOL ACTIVITY LEAVE

1. Pursuant to California Labor Code Sections 230.7 and 230.8, as amended, unit employees who are parents of school-age children shall be allowed School Activity Leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conferences, disciplinary matters, school programs and related events with their children.
2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month.
3. Regular part-time unit employees may take such leave in an amount equal to the proportion of their regular workweek to a 40-hour workweek (e.g., 7 hours per month for a 35-hour RPT employee).
4. This limit shall not apply when a unit employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.
5. Unit employees must give reasonable advance notice to the employer to permit work coverage, and may be required to provide documentation from the school that the unit employee participated in the activity on the specific date and time.
6. Leave properly requested in advance shall not be denied.
7. Unit employees may take accrued leave with pay (vacation, compensatory time, floating holiday, or service award leave) for School Activity Leave purposes.

XII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted.
2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Personnel Department.
3. Unit employees and department management must contact Personnel Department to verify current provisions and requirements.

4. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

A. ELIGIBILITY FOR FMLA AND CFRA

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence (FMLA) for:
 - The birth of a child of the employee;
 - Disability due to pregnancy – FMLA only;
 - The placement of a child with an employee in connection with the adoption or foster care of that employee;
 - The care of the employee's child with a serious health condition;
 - The care of a spouse or parent with a serious health condition; or
 - The employee's own serious health condition.
2. Such leave rights apply to all employees with twelve (12) months or more service with the City prior to the leave request who have worked a minimum of 1,250 hours in the preceding twelve (12) months.

B. EMPLOYEE RIGHTS UNDER FMLA

1. The maximum amount of leave shall be twelve (12) weeks in a twelve (12) month period.
2. The twelve-month period is rolling, and is measured backward from the date leave is used.
4. Leave may be taken as days off, or intermittent or modified work schedules.
5. The unit employee is guaranteed a return to his/her position at the end of approved leave.
6. During the 12-work week FMLA period, the City shall maintain the employee's medical, dental, life and vision care insurance.

C. APPROVAL PROCESS FOR FMLA

1. Unit employees must give thirty (30) days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the employee must give notice as soon as possible.
2. Verification by the attending physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.
3. The Personnel Department shall determine if the leave qualifies under the Family and Medical leave laws, and may determine the commencement date.

D. PRIVACY UNDER FMLA

For privacy reasons, the City may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the unit employee's own illness or condition with the health care provider's certification of the need for the leave.

E. USE OF ACCRUALS WHILE ON FMLA

1. The unit employee shall be required to use sick leave for any FMLA illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.
2. FMLA shall run concurrently with Pregnancy Disability Leave.

F. EXPIRATION OF FMLA

Upon expiration of FMLA, if the unit employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums.

XIII. PREGNANCY DISABILITY LEAVE (PDL)

1. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment Housing Act (FEHA).

2. Such leave shall be granted for disability of the unit employee, determined by a physician, for the duration of such disability, provided, however, that the cumulative unpaid leave for disability and non-disability reasons shall not exceed one year.
3. Pregnancy Disability Leave without pay shall not be granted until accrued sick leave has been exhausted.
4. Unit employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

XIV. MAINTENANCE OF BENEFITS WHILE ON LEAVE

1. Unit employees must be paid a minimum of thirty-five percent (35%) of their regularly scheduled bi-weekly working hours to be eligible to receive City provided benefits including vacation and sick leave accruals.

Example: A unit employee who regularly works eighty (80) hours each bi-weekly pay period, must be paid a minimum of twenty eight (28) hours (35% of 80 = 28) of his/her accruals when out on leave to be eligible for City provided benefits including vacation and sick leave accruals.

2. Unit employees who are not paid the minimum number of hours required:
 - Shall be responsible for the payment of their insurance benefits, and
 - Shall not be eligible for vacation and sick leave accruals.

XV. PAYOFF OF ACCRUALS UPON DEATH OF AN EMPLOYEE – NON-PERSABLE

When separation is caused by the death of a unit employee, separation pay and other accrued moneys owed shall be paid (non-PERSable) to the designated beneficiary of such employee as filed with the Personnel and Employee Relations Director.

XVI. PAYOFF OF ACCRUALS UPON CHANGE OF BARGAINING UNIT

1. When a unit employee covered by the terms of this MOU is promoted or otherwise becomes a member of another bargaining unit under a different MOU, he/she shall be paid off at his/her CCEA base hourly rate for any accrued leave benefit unique to this bargaining unit (e.g., floating

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holidays, compensatory time or similar benefit) and shall cease participation in any special pay or other benefit plan of the CCEA unit.

2. Vacation and sick leave accumulations shall carry over.
3. Thereafter, the employee shall immediately be eligible to accrue such benefits as provided by their new bargaining unit MOU.

XVII. LEAVES OF ABSENCE WITHOUT PAY

A. VOLUNTARY LEAVE WITHOUT PAY

1. Any unit employee is entitled to present to Management a request for a leave of absence without pay not to exceed one (1) year. The unit employee shall indicate the basis of the leave in his/her request.
2. Leaves of absence without pay may be granted for illness exceeding accumulated sick leave, child care absences exceeding pregnancy disability leave, special education, special duty for another governmental agency, extension of vacation time, seeking political office or any other reason which is deemed to be in the best interests of City government.
3. Verification of such requests shall be required by Management who shall attach the evidence of verification to the proper form (Personnel Action).
4. Any leave without pay must be approved by the City Manager.

B. CITY INITIATED LEAVE WITHOUT PAY

The City may place a unit employee on leave without pay for non-disciplinary reasons when the status of the employee, due to injury or other involuntary circumstances, cannot be covered by paid leave time.

C. BENEFIT ELIGIBILITY WHILE ON LEAVE WITHOUT PAY

1. No biweekly period shall be counted for eligibility periods or for the accumulation of vacation or sick leave when a unit employee is absent on leave without pay including suspension from duty without pay, except when on protected leave, or has a break in service of more than sixty five percent (65%) of the working hours in the biweekly period.

2. A unit employee on unpaid leave of absence, except when on protected leave, under this section shall be responsible for the payment of insurance premiums in any month when there is insufficient paid leave available or authorized to maintain benefited status.

D. **LEAVE OF ABSENCE WITHOUT PAY IN EXCESS OF THIRTY (30) DAYS**

1. **NOTIFICATION TO DEPARTMENT**

For any leave of absence without pay in excess of thirty (30) calendar days, the unit employee shall notify the Department Head where he/she can be reached if not at his/her residence of record, and how long the employee will be absent.

2. **CORRESPONDENCE**

In the absence of such written notification, any notice or correspondence to the unit employee shall be mailed or delivered to the unit employee's residence of record.

3. **DURATION OF LEAVE**

Unit employees shall be advised of the duration of the approved leave of absence without pay, and that such approval may be cancelled at any time by the Department Head and City Manager if he/she determines that the unit employee:

- is not expected to return by the conclusion of the scheduled leave of absence without pay; or
- the unit employee's conduct is not consistent with the approved leave of absence without pay; or
- the basis of the leave is no longer valid.

4. **CANCELLATION OF LEAVE OF ABSENCE WITHOUT PAY**

If the City intends to cancel an approved leave of absence without pay in excess of thirty (30) calendar days, the unit employee shall be notified of the City's intent, and shall be given the opportunity to provide additional information in support of the leave of absence without pay or to return to work, within five (5) working days after receipt of such notice. If the unit employee fails to respond or return to work, he/she shall be deemed to have resigned his/her position.

E. RETURN FROM LEAVE OF ABSENCE WITHOUT PAY EXCEEDING THIRTY (30) DAYS

1. Upon returning from a leave of absence without pay exceeding thirty (30) calendar days, except when on protected leave, the unit employee's anniversary date shall be adjusted to exclude such leave time for the purpose of performance evaluation dates, step increase dates, seniority for promotional examinations and benefit accrual calculations.
2. Upon returning from a leave of absence without pay exceeding thirty (30) calendar days, except when on protected leave, due to illness or disability of the employee, the unit employee may be required to provide medical information upon the request of the City's physician in order to determine the employee's fitness-for-duty.
3. Failure or refusal to provide medical information, pursuant to this section, may delay the unit employee's return to work and constitute grounds for disciplinary action.

XVIII. UNAUTHORIZED LEAVE / ABANDONMENT OF POSITION

1. A unit employee absent without authorization for three (3) or more consecutive work shifts, and who fails to contact Management to provide justification for the absence, shall be considered to have abandoned his/her position and resigned from City employment as of the third shift of absence.
2. The unit employee shall be notified by Management that the City considers him/her to be absent without leave, and that, under this section, a separation (resignation) will be processed.
3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in Civil Service Rules.
4. The unit employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to Management prior to the end of the notification period.

ARTICLE SIX

WORKING CONDITIONS

I. SENIORITY

A. SENIORITY LISTS

1. The City shall establish seniority lists and shall inform each unit employee of their seniority status. Seniority status shall give a unit employee priority preference in work schedules/assignments and leave schedules as determined by Management.
2. Seniority preference shall only apply to leave requests made a minimum of thirty (30) days in advance. Leave requests submitted less than thirty (30) days shall be considered in the date and time order in which they were received.

B. SENIORITY WITHIN CURRENT CLASSIFICATION

Seniority, as used herein, is determined by the length of service a unit employee has in the position of the current appointment and is only applicable for the (2) two purposes set forth in Section A.1 above.

C. SENIORITY POINTS FOR REGULAR PART-TIME (RPT) EMPLOYEES

RPT employees, who apply for a classified City position in an open and competitive examination, and advance to the eligible list, shall receive .25 seniority points for each two thousand and eighty (2,080) hours of service, up to a maximum of four (4) seniority points.

II. GRIEVANCE

A. CLASSIFIED EMPLOYEE GRIEVANCE

A Classified unit employee grievance shall be processed as provided for in the City's Civil Service Rules.

B. UNCLASSIFIED REGULAR PART-TIME (RPT) EMPLOYEE GRIEVANCE

Grievances affecting unclassified regular part-time employees may be processed pursuant to the Civil Service Rules, but the final decision will be made at the City Manager level.

III. MANAGEMENT MEETINGS

1. On an as needed basis, three (3) representatives of the City and CCEA shall meet to discuss workplace issues.
2. This forum is designed to provide an opportunity to discuss concerns and suggest remedies.
3. CCEA agrees not to file a grievance on any issue discussed at the bi-monthly meetings for a period of at least thirty (30) calendar days after discussion for possible resolution.

IV. DISCIPLINE

A. CIVIL SERVICE RULES – DISCIPLINE

Disciplining of unit employees, excluding regular part-time employees, shall be as provided in the City's Civil Service Rules.

B. DISCIPLINE: REGULAR PART-TIME EMPLOYEES – ONE (1) OR MORE YEARS OF SERVICE

1. Regular Part-time unit employees with one (1) year or more of City service, who become subject to disciplinary action, will be provided a pre-disciplinary notice in writing, and will be given the opportunity to respond to the appointing authority, or may elect to respond to the Personnel and Employee Relations Director, prior to or immediately following the effective date of the action.
2. If the response is given to the Personnel and Employee Relations Director, he/she will review the proposed action and advise the appointing authority regarding procedural or other matters that may affect the appointing authority's decision.
3. The Personnel and Employee Relations Director will make a recommendation to the City Manager, who will make a further recommendation to the respective department head.
4. The Department Head shall make the final decision on all regular part-time unit employee disciplinary matters.

C. REPRESENTATION FOR REGULAR PART-TIME EMPLOYEES – FIVE (5) OR MORE YEARS OF SERVICE

1. A regular part-time employee with five (5) or more years of service, who is subject to an intent to terminate or an intent to suspend for more than thirty (30) days for disciplinary reasons, could request review before the City Manager, or his/her designee, within five (5) working days of receiving notice of such intended termination or suspension.
2. A regular part-time employee with five (5) or more years of service, who is subject to an intent to terminate or an intent to suspend for more than thirty (30) days for disciplinary reasons, may designate one (1) City employee (designee) and one (1) CCEA representative, if desired, to hear and review with the City Manager, the RPT employee's response and any written submission, at a time to be scheduled by the City Manager.
3. At the conclusion of this process, the RPT employee's designee, if any, may make a private verbal recommendation to the City Manager.
4. The City Manager shall have the authority to affirm, revoke, or modify the intended discipline.

D. DISCUSSION ITEMS

1. City agrees to continue the Labor-Management Committee as needed, to review and consider issues of mutual concern, including but not limited to funding of future salary and benefit costs, and contracting out of City jobs.
2. City invites and encourages CCEA members to suggest work or work process changes to their own respective jobs which could reduce City costs and assist the City in making funds available for other purposes. Suggestions should be submitted to/through the respective employees' departmental channels, with a copy to the City Manager or Personnel and Employee Relations Director.

V. SAFETY RULES

A. PURPOSE

1. It is of mutual benefit to the City and to the unit employees represented in this MOU to be fully aware of all safety rules and regulations regarding employment duties.
2. The intent of this clause is to work towards preventing job-related injuries to unit employees and damage to both public and private property.

B. REPORTING EQUIPMENT AND/OR EQUIPMENT CONCERNS

1. The City encourages unit employees to identify and report any vehicle or equipment safety concerns immediately to their respective supervisor.
2. The supervisor will immediately report the vehicle or equipment safety issue to the Equipment Maintenance Manager.
3. The Equipment Maintenance division will assume full responsibility for ensuring the vehicle is properly evaluated and repaired, and/or removed from service until it can be repaired.
4. The City will make every effort to see that the vehicle or equipment is operational and safe before assigning unit employees to work with the vehicle or equipment.

C. COMPLIANCE

1. Unit employees who refuse to drive a safe vehicle may be subject to disciplinary action.
2. If the unit employee further questions the safety of the vehicle, he/she may report the suspect vehicle to appropriate state authorities.
3. Failure of any unit employee or supervisor to make proper inspection or repair of any reported unsafe vehicle may result in disciplinary action.

VI. SAFETY ISSUES

A. DEVELOPMENT OF STRATEGY AND TECHNOLOGY

1. The City agrees to provide strategies to avoid conflict with the public as part of the general training given to Bus Operators and Parking Enforcement Officers.
2. The Transportation Department will continue to analyze potential new technology to further enhance safety.

B. POLICE ASSISTANCE IN EMERGENCY SITUATIONS

Unit employees dealing with emergency situations shall have the right to call directly for Police Assistance.

C. RESPONSIBILITY

It is the responsibility of all City employees as a condition of employment with the City, to be aware of, to follow and to enforce the City's safety rules, regulations, policies and procedures or be subject to disciplinary action in accordance with the Civil Service Rules.

VII. DRUG-FREE WORKPLACE AND DRUGS AND ALCOHOL IN THE WORKPLACE

1. CCEA and the City agree that City Council Policy No. 4004, as amended, regarding drugs and alcohol in the workplace is incorporated herein by this reference.
2. Testing procedures agreed to and in effect prior to the adoption of this MOU continue in full force and effect.

VIII. LEGAL DEFENSE

In the event a unit employee covered herein is named as an individual defendant in litigation involving conduct in his/her official capacity as an agent for the City, the City Attorney will, prior to recommending any settlement of the litigation to the City Council, consult with the unit employee concerning the proposed settlement and present the unit employee's oral or written comments concerning the proposed settlement to the City Council at any session at which the settlement is to be discussed.

ARTICLE SEVEN

GENERAL PROVISIONS

I. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective January 1, 2006 and together with all the terms, conditions and effects thereof, shall expire as of midnight on December 31, 2010.

II. EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Culver City Police Officers Association shall have the right to meet with the City regarding the impact on employees of this suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the Union agree to meet and confer in good faith to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase, or provision.

IV. CIVIL SERVICE RULES/CITY POLICY

1. Reference is made in this MOU to certain Civil Service Rules. Nothing in this MOU shall preclude the City from amending the civil Service Rules as provided therein.
2. The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements in effect prior to the date of this MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts

with the City's Civil Service Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements shall be considered to have been superseded by this MOU.

V. FULL AGREEMENT AND IMPLEMENTATION

A. FULL AGREEMENT - WAIVER OF MEET AND CONFER

1. This MOU contains all of the covenants, stipulations, and provisions, agreed upon by the parties.
2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
3. For the purpose of the MOU neither party shall be compelled to meet and confer with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except by mutual agreement of the parties.
4. Each party acknowledges that it had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically provided herein.

B. COMPLIANCE

If the effective date or the implementation of any benefit in this MOU cannot be adhered to as the result of law, regulation, or policy outside the control of the City, the City will take action on the first date on which it has authority to take action in compliance with such law, regulation, or policy to effectuate the benefit.

VI. RATIFICATION AND IMPLEMENTATION

C. ACKNOWLEDGEMENT

The City and the Culver City Employees Association acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by a simple majority vote of unit employees voting who are in classifications represented by the Culver City Employees Association set forth in this agreement and adopted in the form of a resolution of the City Council.

B. MUTUAL RECOMMENDATION – APPROVAL OF MOU

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the Culver City Employees Association.

C. RATIFICATION

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval by the authorized representatives of the City and Culver City Employees Association, and entered into this 14th day of September 2006.