



# AGENDA

## ADJOURNED MEETING OF THE SANTA FE SPRINGS CITY COUNCIL

JULY 3, 2014  
4:30 P.M.

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

Juanita A. Trujillo, Mayor  
Laurie M. Rios, Mayor Pro Tem  
Richard J. Moore, Councilmember  
William K. Rounds, Councilmember  
Jay Sarno, Councilmember

**Public Comment:** The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

**Americans with Disabilities Act:** In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**Please Note:** Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Thursday and every other Friday. Telephone (562) 868-0511.

1. **CALL TO ORDER**

2. **ROLL CALL**

Richard J. Moore, Councilmember  
William K. Rounds, Councilmember  
Jay Sarno, Councilmember  
Laurie M. Rios, Mayor Pro Tem  
Juanita A. Trujillo, Mayor

3. **PLEDGE OF ALLEGIANCE**

**NEW BUSINESS**

4. Approval of Memoranda of Understanding (MOU) between the City of Santa Fe Springs and the Santa Fe Springs General City Employees Association (SFSCEA) and Santa Fe Springs Executive Management Confidential (EMC) Employees Association

**Recommendations:** That the City Council: 1) Approve the FY 2014-16 Memorandum of Understanding with the SFSCEA; 2) Approve the FY 2014-16 Memorandum of Understanding with the EMC, and 3) Authorize the City Manager to execute said agreements.

5. Approval of Part-Time Compensation Package for Fiscal Year 2014/15 and 2015/16

**Recommendation:** That the City Council approve the Compensation Package for Part-Time Employees as indicated on the attached Salary Schedule.

6. Approval of Memorandum of Understanding between the City of Santa Fe Springs and the City of Santa Fe Springs Firefighters Association (FFA)

**Recommendations:** That the City Council: 1) Approve FY 2014-16 Memorandum of Understanding (MOU) with the FFA; and 2) Authorize the City Manager to execute said agreement.

**CLOSED SESSION**

7. CONFERENCE WITH LABOR NEGOTIATORS

(Section 54957.6)

Agency Designated Representatives: City Manager, Assistant City Manager/Director of Finance, Human Resources Manager, City Attorney

Employee Organization: Santa Fe Springs Firefighters' Association

8. **ADJOURNMENT**

*I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.*

Anita Jimenez  
Deputy City Clerk

June 30, 2014  
Date



# *City of Santa Fe Springs*

City Council Meeting

July 3, 2014

## **NEW BUSINESS**

Approval of Memoranda of Understanding (MOU) between the City of Santa Fe Springs and the Santa Fe Springs General City Employees Association (SFSCEA) and Santa Fe Springs Executive Management Confidential (EMC) Employees Association

### **RECOMMENDATION**

That the City Council: 1) Approve the FY 2014-16 Memorandum of Understanding with the SFSCEA; 2) Approve the FY 2014-16 Memorandum of Understanding with the EMC, and 3) Authorize the City Manager to execute said agreements.

## **BACKGROUND**

Negotiations with the SFSCEA (representing general employees) and the EMC, (representing Executive, Management, and Confidential employees) have concluded and agreements have been reached with both groups.

The SFSCEA membership ratified the agreement on June 25, and the EMC membership ratified on June 26, 2014. Copies of the Tentative Agreements reached with both groups are attached.

The most notable highlights in the proposed FY2014-16 MOUs are:

- 1) A one-time, non-PERSable, lump sum dollar amount to be provided to each member of the respective Association, in recognition of the employees' willingness and efforts to assist the City during difficult financial conditions.
- 2) A 1.25% salary increase for Part-Time Benefitted employees.
- 3) Contributions to medical premiums for Tier 1 employees will be increased by 1% on January 1, 2015, and by the CPI index, not to exceed 3% on January 1, 2016.
- 4) An additional ½ day holiday on December 24 effective July 1, 2014, and effective January 1, 2015, discontinuing December 26 as a holiday when December 25 falls on a Thursday.
- 5) A City match of deferred compensation employee contributions to a maximum of 1.0% for SFSCEA members at a 2:1 ratio.
- 6) Restoration of Vacation, Sick and Flex Leave banks and accruals for employees in the EMC. In addition, exempt employees in the EMC will accrue 60 hours of flex leave annually.

The comprehensive Memoranda of Understanding for each group are being drafted and finalized for the signatures of the respective Association Presidents and the City Manager. Staff recommends that the City Council also authorize the City Manager to execute the agreements.



# *City of Santa Fe Springs*

City Council Meeting

July 3, 2014

## **FISCAL IMPACT**

The estimated cost associated with the SFSCEA MOU is \$125,200 per year for FY 2014-15 and FY 2015-16. The estimated cost associated with the EMC MOU is \$47,500 per year for FY 2014-15 and FY 2015-16. Funding for the MOUs is available in the PERS Stabilization Fund (Employee Benefits Fund) established as part of the 2013-14 final budget included in the FY 2014-15 and FY 2015-16 approved budget.

A handwritten signature in cursive script, reading "Thaddeus McCormack for".

Thaddeus McCormack  
City Manager

## **Attachments:**

Tentative Agreement Between the City and the SFSCEA  
Tentative Agreement Between the City and the EMC

**CITY OF SANTA FE SPRINGS  
TENTATIVE AGREEMENT BETWEEN REPRESENTATIVES OF THE CITY OF  
SANTA FE SPRINGS AND  
THE SANTA FE SPRINGS EMPLOYEES ASSOCIATION, INC.**

**JUNE 25, 2014**

In accordance with provisions of the Meyers-Milius-Brown Act, Section 3500, et seq., of the California Government Code, and the City of Santa Fe Springs Resolution No. 3005, setting forth procedures on employer-employee relations, the parties to this agreement have met and conferred in good faith and have reached agreement upon matters within the defined scope of representation as set forth herein and have agreed to jointly recommend to the Association membership for approval and to the City Council of the City of Santa Fe Springs that appropriate actions be taken to implement the following changes in salaries, benefits, and other terms and employment for the employee-members represented by the Association.

1. TERM: July 1, 2014, to June 30, 2016 (2 years).
2. LUMP SUM:
  - a. 2014: On or around July 24, 2014, the City will contribute \$800 (non-PERSable) to all full-time represented employees' deferred compensation account or cash in lieu as a lump sum. (employee's choice)

Effective July 1, 2014, salary ranges of part-time benefitted employees will be increased by 1.25%.

- b. July 1, 2015: On or around the second payday in July 2015, the City will contribute \$800 (non-PERSable) to all full-time represented employees' deferred compensation account or cash in lieu as a lump sum. (employee's choice)

Effective July 1, 2015, salary ranges of part-time benefitted employees will be increased by 1.25%.

3. HEALTH BENEFITS:
  - a. Medical Insurance: City agrees to increase the medical cap for Tier 1 employees only by 1% effective January 1, 2015.

The City also agrees to increase the medical cap for Tier 1 employees by CPI to a maximum of 3.0%, rounded to the closest tenth of a per cent, effective January 1, 2016.
  - b. Supplemental Benefits: Agree as proposed; "The City will continue to pay for dental, life and long-term disability insurance premiums and any

additional premium costs to cover these benefits, as agreed in the July 1, 2012 – June 30, 2014 MOU.

4. DEFERRED COMPENSATION:

Effective July 1, 2014, the City agrees to match employee contributions into their deferred compensation plan at a rate of 2:1 to a maximum of 1.0% (lump sum contribution of #2 above is not eligible for the match contribution). To receive the City's 1.0% match, the employee must contribute 0.5%.

Effective July 1, 2015, the City will continue to match employees contributions into their deferred compensation plan at a rate of 2:1 to a maximum of 1.0% (lump sum contribution of #2 above is not eligible for the match contribution).

The City and the Association jointly acknowledge that 0.5% of the deferred compensation match has not been reinstated.

5. FACILITY CLOSURE/HOLIDAY

Effective July 1, 2014, the City will provide an additional ½ day holiday on December 24, making December 24 a full day holiday. Effective January 1, 2015, the City will discontinue December 26 as a holiday when December 25 falls on a Thursday (next occurrence 2025).

**CITY OF SANTA FE SPRINGS  
TENTATIVE AGREEMENT BETWEEN REPRESENTATIVES OF  
THE CITY OF SANTA FE SPRINGS AND  
THE EXECUTIVE, MANAGEMENT AND CONFIDENTIAL  
EMPLOYEES' ASSOCIATION (EMC)**

**JUNE 26, 2014**

In accordance with provisions of the Meyers-Milias-Brown Act, Section 3500, et seq., of the California Government Code, and the City of Santa Fe Springs Resolution No. 3005, setting forth procedures on employer-employee relations, the parties to this agreement have met and conferred in good faith and have reached agreement upon matters within the defined scope of representation as set forth herein and have agreed to jointly recommend to the Association membership for approval and to the City Council of the City of Santa Fe Springs that appropriate actions be taken to implement the following changes in salaries, benefits, and other terms and employment for the employee-members represented by the Association.

**Term of Agreement**

Two Years – Effective July 1, 2014 and expiring June 30, 2016.

**Compensation**

The City is unable to provide salary increases during the proposed two year budget, due to the maintenance of previous compensation increases and increased contribution rates to CalPERS for the next two years. Therefore, not only will the contribution rates increase each of the next two years, but if there is an increase in overall "PERSable" compensation, the cost will be even higher for the City. The City is not in the financial condition to provide COLA salary increases during the term of this agreement.

The City wishes to acknowledge the employee's willingness and effort to assist the City during the difficult financial condition both past, current and the future. The City, while preparing the two year budget for 2014/2015 and 2015/2016, has set aside funds from FY 2013/14 for onetime moneys to be spent during each year of the purposed two year 2014/15 and 2015/16 budget. The Association has selected to distribute the lump sum to all unit members receiving the same amount; therefore, the City proposes that:

- 1) Effective July 1, 2014, the City will provide a lump-sum dollar amount of \$2,230 to each EMC Association member on payroll as of the signing of this agreement. Payments to employees will be made the middle of July.
- 2) Effective July 1, 2015, the City will provide a lump-sum dollar amount of \$2,230 to each EMC Association member on payroll as of July 1, 2015. Payments to employees will be made in the middle of July 2015.

**Health Benefits**

- 1) Effective January 1, 2015, the medical cap for unit members in "Tier 1" will be increased by the per cent increase to the March 2013 to March 2014 Los Angeles/Riverside/Orange County All Urban Consumer Price Index to the closest

tenth of a percent. The index increased by 1.04%; therefore the medical cap will increase by 1.0%.

- 2) Effective January 1, 2016, the City will provide an increase to the medical cap based on the March 2014/2015 Los Angeles/Riverside/Orange County All Urban Consumer Price Index issued by Department of Labor to the increase rounded to the closest tenth of a per cent, but no greater than 3.0%.

### **City Hall Closure**

Effective July 1, 2014, the City will provide an additional ½ day holiday on December 24, making December 24 a full day holiday. Effective January 1, 2015, the City will discontinue December 26 as a holiday when December 25 falls on a Thursday (next occurrence 2025).

### **Vacation**

- 1) Effective July 1, 2014 the City agrees to restore the vacation cap for all Unit members to 240 hours; and
- 2) Maintain Cash out option of: 1) Executives – 80hrs; 2) Management and Confidential – 18 hours.

### **Sick Leave**

Effective July 1, 2014, allow employees to accrue sick leave in excess of 960 hours. 50% of the hours in excess of 960 will go towards PERS service credit and the remaining 50% will be eligible for cash out.

### **Flexible Leave**

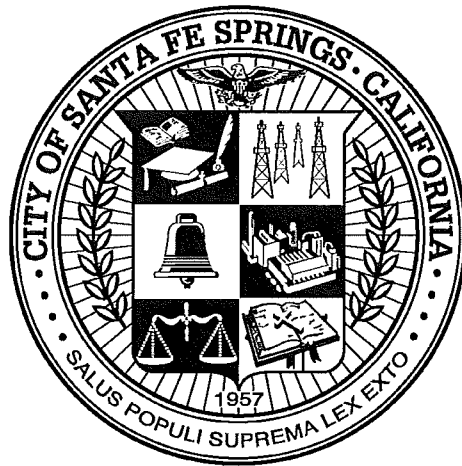
In recognition of the exempt employees in the EMC, who are not eligible for overtime or compensatory time off for the time spent outside normal scheduled work hours attending meetings, staying late, or working weekends; effective July 1, 2014, the City agrees to increase the annual accrual for flexible leave from 36 to 60 hours for exempt employees in the unit. City agrees to allow all unit employees to carry over 24 hours. The accrual of flex leave may not exceed 84 hours. If the leave accrual is over 24 hours on June 30<sup>th</sup> of each year, the accrual will be reduced to 24 hours before the annual leave is provided.

The City agrees to the restoration of 49 hours of Flexible Leave for Confidential employees. The accrual for Confidential Employees may not exceed 73 hours.

### **Parity**

The City agrees to reopen this agreement, IF: 1) any other unit receives an amount greater to their lump sum amount originally set by the City, or 2) any unit receives increases to the medical cap greater than those contained in this agreement, and/or 3) the total package of another group exceeds that of the EMC package.





## MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS EMPLOYEES ASSOCIATION

July 1, 20142 - June 30, 2016

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### **Preamble**

*It is the purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") to promote and provide for harmonious relations, cooperation, and understanding between the City and its representatives and the general employees covered under this MOU and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment of the employees covered under this MOU, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation.*

### **Article I.** **Recognition and Rights**

#### **Section 1. Representation and Duration**

This MOU is between the City of Santa Fe Springs (City or Employer) and the Santa Fe Springs Employees Association (hereinafter referred to as the Association) and shall remain in full force and effect between the dates of July 1, 2014 and June 30, 2016.

#### **Section 2. Recognition**

Pursuant to the provisions of City Council Resolution No. 3005, the City recognizes the Association as the exclusive bargaining representative with regards to the meet and confer process relating to wages, hours and other terms and conditions of employment contained in this MOU. The job titles represented by the Association are those identified in Attachment A. The City shall recognize its obligations under this MOU, the Meyers-Milius-Brown Act, the Government Code Section 3500, et seq.

#### **Section 3. Release Time**

During periods of formal labor negotiations between the Association and City, Association negotiation team members who are on-duty shall be granted release time. Association Board members will be granted reasonable time off without loss of pay but for not more than two days at any one time, and limited to not more than five Board members at any one time, to attend but not exclusively limited to legislative and employer-employee relations conferences and training sessions. Approval by the City Manager for release time requests of this nature beyond two meetings per year is needed. The Association will use its best faith efforts to keep the frequency and number of members attending to a reasonable level. The Association will always work with department management to ensure that the release time requested is properly scheduled to avoid undue hardship to the operations of the department. All expenses associated with such release time will be borne by the Association unless otherwise permitted by the City. (PPPM 6-1.3, 05-06 MOU)

#### Section 4. Labor Relations Committee

A Labor Relations Committee composed of City and Association representatives will meet quarterly to discuss workplace issues regarding wages, hours and working conditions or special projects related to those areas. When beneficial, the committee may consult with outside individuals with specific knowledge on the topic of discussion. (PPPM 7-9 MOU 2007-2009)

#### Section 5. Bulletin Board Space

The Association will be permitted to maintain areas accessible for all represented employees adequate bulletin board space suitable for the display of Association business.

### **Article II.** **Management Rights**

#### Section 1. General Provision

The exclusive rights of the City include, but are not limited to, the right to determine the mission of its constituent departments, divisions or commissions and boards; set standards of service and municipal fees and charges; determine the procedures and standards of selection for employment, assignment, transfer and promotions; direct its employees; take disciplinary actions; relieve its employees from duty for legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work. The City is in no way precluded from seeking alternative ways of providing services if the City Council deems it is in the City's best interest to do so.

The parties recognize that there are existing ordinances, resolutions and policies relating to benefits and other conditions of employment and the same are not affected by this Agreement except as provided herein. The City agrees not to reduce or abridge the level of supplemental benefits currently available to all represented employees during the term of this Agreement without mutual consent.

The parties hereto recognize that the City shall and will retain the exclusive right to manage and direct the performance of City services and work force performing such services. The City and Association agree that nothing in this Memorandum of Understanding shall in any way abridge, restrict or modify the rights and prerogatives of the City as set forth in Section 6 of Resolution No. 3005 of the Santa Fe Springs City Council and such section is hereby incorporated by this reference and made part hereof as though set forth in full. (*Resolution No. 3005, PPPM 7-1 and 7-2*)

## Section 2. Disciplinary Action and Employment Separations

An employee may be suspended, demoted or dismissed whenever the employee's work or conduct so warrants. Any such action shall be in accordance with the procedures as set forth in the Personnel Resolution and appropriate Personnel Policy & Procedure. Whenever employee performance falls below the required level or when an employee's conduct falls under one of the causes for action listed in the Personnel Resolution, the supervisor shall inform the employee promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file. When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants, the City Manager may reduce pay, transfer, demote or dismiss the employee for any cause listed in the Personnel Resolution No. 5969. (*Res. #5969, XI.1; PPPM 5-13.1*)

Suspensions - In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by their Department Head a maximum of three days without the approval of the City Manager or with the approval of the City Manager for a period not to exceed 30 calendar days for each offense for any cause listed in the Personnel Resolution. (*Res. #5969, XI.1; PPPM 5-13.1*)

## Section 3. Re-Opener

If state or federal law is adopted or documented evidence such as the passage of the California State budget indicates a significant change in the City's financial conditions which adversely affects the City's capability to meet the terms of this agreement, any part of the total agreement can be opened to the meet and confer process during the term of this agreement.

## Section 4. Waiver

Except as provided herein, the Association hereby expressly waives any right to request any improvements or changes in salaries, benefits or other terms and conditions of employment for the employees represented by the Association which would take effect prior to July 1, 2016, and the City of Santa Fe Springs, through its representatives, shall not be required to meet and confer as to any such request.



**Article III.**  
**Work Period, Hours and Staffing**

Section 1. Work Period

The traditional work period is a seven day work cycle beginning on Monday at 12:01 a.m. and ending on the following Sunday at midnight. Upon the authorization of the City Manager, employees may work a traditional 5/40, 4/10 or 9/80 work period. For employees working the alternative work schedule known as the 9/80, each such employee's work week shall begin and end four hours into the eight hour work day which the employee works in alternating weeks. Regularly scheduled hours within the 7 day work period shall be comprised of 40 hours. (*Res. # 5969, IX.1 and IX.2; PPPM 6-1.1*)

Section 2. Modified Duty

If the industrial medical provider recommends modified duty on the same date an injury occurs and with approval from the City Manager, the employee will report to work for the remainder of the shift in a modified duty capacity. The City has the right to revert the employee to a traditional 5/40 schedule during the time the employee is on modified duty. A request to work a 4/10 or 9/80 work schedule or another schedule may be approved by the City at its sole discretion, until the industrial medical provider returns the employee to regular duty. (*PPPM 5-10. 2*)

The same procedure shall be followed to schedule modified duty for employees whose medical status change, such as from "unable to return to duty" to "able to return to modified duty" as determined by the industrial medical provider.

At the sole discretion of the City, modified duty may be available for employees whose temporary restrictions, as certified by a medical provider, can be accommodated by the City. Priority will be given to those employees whose injuries are industrial. The City's decision to provide modified duty is final and is not subject to appeal.

**Article IV.**  
**Wages and Compensation**

Section 1. Pay Plan

All employees will be paid on a bi-weekly basis. Payroll checks will be made available to employees on the Thursday following the completion of each bi-weekly period. In the event that a payday falls on a holiday, payroll checks may be made available on the first day preceding the holiday. Direct deposit is also available to all employees. The City will directly deposit the payroll check into the employee's savings or checking account. Funds are normally available on Friday morning. (*Res. #5969, IV.13, PPPM 2-1.1*)

## Section 2. Wages

Effective July 1, 2013, the City will provide a cost of living adjustment (COLA) based upon the March 2012 - March 2013 Consumer Price Index as published by the Department of Labor's Bureau of Statistics, All Urban Consumers, March 2012 to March 2013) for the Los Angeles-Orange County, Riverside area (check) with a minimum of two and one half percent (2.5%) and a maximum of three and one half percent (3.5%).

From July 1, 2013 through December 31, 2013, employees will be subject to a four percent (4.0%) furlough deduction. Employees will be provided with 42 furlough hours to be used for facility closures during the week of the Christmas holiday, December 23-27, 2013.

Effective July 1, 2014, the City will provide an additional ½ day holiday on December 24, making December 24 a full day holiday. Effective January 1, 2015, the City will discontinue December 26 as a holiday when December 25 falls on a Thursday (next occurrence 2025).

2014: On or around July 24, 2014, the City will contribute \$800 (non-PERSable) to all full-time represented employees' deferred compensation account or cash in lieu as a lump sum. (employee's choice)

Effective July 1, 2014, salary ranges of part-time benefitted employees will be increased by 1.25%.

July 1, 2015: On or around the second payday in July 2015, the City will contribute \$800 (non-PERSable) to all full-time represented employees' deferred compensation account or cash in lieu as a lump sum. (employee's choice)

Effective July 1, 2015, salary ranges of part-time benefitted employees will be increased by 1.25%.

The salary range for each classification covered by this agreement effective July 1, 2014, shall be as set forth in Attachment A. (Address salary ranges of all part-time, benefitted positions also.)

Upon recommendation of the Department Director that an employee's performance has been above average, an employee receiving less than the maximum rate of base pay within the assigned range for the classification may be given a merit salary adjustment upon approval by the City Manager. A full time employee is eligible for this adjustment upon completion of 6 months service each in Steps A and in Step B and 1 year service each in Steps C and D. (PPPM 2-2.1b)

## Section 3. Special Assignment Pay - Bilingual

Bilingual pay may be paid to positions where the need to speak in another language is

deemed useful by the City. To receive compensation, employees must pass a testing process as determined by the Human Resources Office. Compensation is granted at the level needed for the position and as designated:

		Full-Time	Part-Time Benefitted	Tests
Level 1	ability to speak and understand basic Spanish	\$100/month	\$50/month	Oral test every 2 years
Level 2	ability to speak and understand Spanish fluently	\$175/month	\$90/month	Oral test every 4 years
Level 3	ability to speak, understand, read, write and translate Spanish fluently	\$250/month	\$125/month	Oral and written test every 4 years

The City shall maintain an approved list of positions recognized by the City to receive bilingual pay. Approval of the incentive pay and the number of employees who receive this incentive pay are at the sole discretion of the City and are not subject to appeal. (PPPM 2-2.5c)

#### Section 4. Excellence in Performance Pay

The City Manager may approve a 5½% incentive payment to the rate of base pay to recognize excellence in performance. Continuance of pay is reviewed annually and is measured against predetermined goals and objectives. (PPPM 2-2.3, 2.21c)

#### Section 5. Longevity Pay

Full time-general employees who commenced service prior to January 1, 1983 and have maintained continuous service to the City of Santa Fe Springs are entitled to the following:

- A 5½ % salary increase upon completion of 8 years of continuous full-time service
- An additional 5 ½% salary increase upon completion of 16 years of continuous full-time service
- An additional 5 ½% salary increase upon completion of 22 years of continuous full-time service

Regardless of hire date, any full-time general employee who has 25 years of service as a benefitted employee of the City of Santa Fe Springs will receive a 3.0% longevity pay adjustment upon their completion of 25 years of service. (PPPM2.21e)

#### Section 6. Physical Fitness Incentive Program

A full-time employee is eligible for physical fitness pay upon satisfactory completion of the first six months of the employee's probationary period, passage of the annual physical fitness test and certification as a non-smoker. The eligible employee is entitled to the "P" step in the range. The test shall assess cardiovascular fitness, flexibility and strength.

The program shall be administered by the City as set forth by Personnel Policies and Procedures Section 2-2.7a: Physical Fitness Pay – General Employees. Participation in this program is optional and is not required of employees. All decisions regarding the Physical Fitness Incentive Program are at the sole discretion of the City and are not subject to appeal. (*Res. #5969; PPPM 2-2.7a*)

#### Section 7. Overtime Compensation

When necessary to perform essential work, Department Directors, Managers or Supervisors may require employees to work at any time other than during their regular working hours until such work is accomplished. Payment of overtime shall be paid at a rate of one and one half (1½) the rate of pay in accordance with the Fair Labor Standards Act and shall apply to all designated non-exempt positions. The maximum number of hours worked per work period paid at the regular rate shall be 40 hours. An employee may, with Department Head approval, take time off in lieu of overtime pay if it is taken in the same work period the overtime is earned. For example, if an employee works 2 hours overtime on Monday, the employee may take 2 hours off before the end of the work week. For the purpose of overtime calculations, furlough hours will be considered hours worked. (*PPPM 2-2.9a*)

#### Section 8. Standby Compensation

An employee required to be available for emergency service between the end of their work day and the beginning of the next work day will be paid \$35.00 for each standby period. They must be available for immediate response to a telephone call or a page. Employees who are on standby and who are called back to duty shall receive standby pay and call back pay. (*80-81, 99-01, 05-06 MOU; PPPM 2-2.10a*)

#### Section 9. Call Back Compensation

Employees called back to work shall receive a minimum of 4 hours pay. If a second call back of the same employee occurs within the four hours of the first call back, additional call back pay is not allowed. If the second call back occurs after four hours have elapsed since the first call back, it shall be treated as a new incident and the employee shall receive a minimum of four hours pay. After three hours of call back, all hours, including the first three, will be paid at time and one-half (1½). Scheduled work, even though not during normal working hours, shall not qualify for call back pay. (*PPPM 2-2.11*)

#### Section 10. Deferred Compensation Program

The City's deferred compensation program is designed to provide employees with a

supplemental retirement savings plan. It is established and regulated according to Internal Revenue Service (IRS) guidelines and is known as an IRS 457(b) Plan. It is a tax deferral program in which an employee may elect to defer compensation up to the amount permitted by the IRS for any particular calendar year and thereby realize an immediate tax benefit. The money is invested and available to the employee with interest after retirement. IRS "catch-up" provisions are also available under this plan.

The City matches contributions by full-time employees to the City's Deferred Compensation Plan at a rate of 2:1 up to a maximum of 1.5%. To receive the City's 1.5% match, the employee must contribute .75%.

Specifics concerning program application and investment options change periodically. The most current information can be obtained from Human Resources. (86-87, 88-89, 89-90, 90-91, 05-07 MOU, PPPM 2-5.1)

Effective July 5, 2010, the City will suspend the match provision to participating employees' deferred compensation deposits and will no longer provide any City contributions to an individual's deferred compensation account. (2010-11 MOU).

Effective July 1, 2014, the City agrees to match employee contributions into their deferred compensation plan at a rate of 2:1 to a maximum of 1.0% (lump sum contribution of #2 above is not eligible for the match contribution). To receive the City's 1.0% match, the employee must contribute 0.5%.

Effective July 1, 2015, the City will continue to match employees contributions into their deferred compensation plan at a rate of 2:1 to a maximum of 1.0% (lump sum contribution of #2 above is not eligible for the match contribution).

The City and the Association jointly acknowledge that 0.5% of the deferred compensation match has not been reinstated.

#### Section 11. Class A Driver's License

The City shall pay a monthly \$100 pay differential to 15 Public Works Maintenance Division and Planning & Development Home Repair Division employees who possess and maintain a valid California Commercial driver's license. This pay differential will not be given to those in positions where a Commercial driver's license is a required minimum qualification for the position. (PPPM 2-2.5k rev 5/25/06)

#### Section 12. Cost of Living Data

Cost of living data shall consist of the March to March change in the All Urban Consumer Price Index issued by the department of Labor, Bureau of Labor Statistics for the Los Angeles/Riverside/Orange County Area. (PPPM 7-4.2)

### **Article V.**

### **Retirement Benefits**

#### Section 1. Retirement Plan For Employees Hired Before September 01, 2011 (Tier 1):

##### Full-Time Employees

The employee's portion of the retirement cost is paid fully by the City as "Employer Paid Member Contribution (EPMC)." The value of the EPMC is reported as special (EPMC) compensation to the California Public Employees Retirement System (CalPERS). The plan provides for normal retirement benefits, disability retirement benefits and benefits for survivors. Retirement benefits are computed on the basis of years of credited service and single highest year of compensation. For general employees, the "normal" retirement age upon which calculations are based is 55. Minimum retirement age is 50. The basic unmodified retirement allowance at age 55 can be calculated by multiplying the number of years of credited service by 2.7%. This plan is commonly known as "2.7% @ 55". (01-02 MOU; PPPM 2-4.1)

In addition, the Fourth Level of 1959 Survivor Benefits is provided through the PERS Retirement System. This level of benefits provides a monthly sum to the families of members who die prior to retirement. (PPPM 2-4.4)

##### Summary of CalPERS Contract

Provision	Description
Social Security Coverage	N/A – City does not have Social Security Coverage.
Retirement Coverage Formula	2.7% @ 55
Employee Contribution Rate	8% of all earnings (exclusive of overtime). Fully paid by the City as Employer Paid Member Contribution (EPMC).
Employer Contribution Rate	Varies year to year.
Final Compensation 1 Year	Final compensation is the average full-time monthly pay rate for the highest 12 consecutive months. If service is coordinated with social security, the final compensation will be reduced by \$133.33.
Sick Leave Credit	Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date.
Military Stats 76	A member may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment.
COLA 2%	Beginning the 2 <sup>nd</sup> calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compounded basis of 2% maximum. However, the adjustment may not be greater

	than the Consumer Price Index.
2 Years Additional Service	Members who retire within a specified window period receive two additional years of service credit.
Retired Death Benefit \$500	Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor or to the retiree's estate.
Death Benefit Continues	The death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse or registered domestic partner remarry.
Prior Service Credit	This is service rendered by the employee prior to the effective date of the contract with CalPERS.
Service Credit Purchase Pretax	Employees who make payments by payroll deduction for service credit purchases may defer state and federal income taxes in accordance with IRC 414 (h) (2).
1959 Survivor Benefit Level 4	This benefit is for members who are not covered by social security. The 4 <sup>th</sup> level of 1959 Survivor Benefit is a monthly allowance of \$950, \$1,900 or \$2,280 depending on the number of eligible survivors.
Contract exclusions (Identified as those positions that are not eligible for PERS retirement credit)	All hourly rated or hourly based employees. (This refers to part-time employees.)

Effective July 1, 2013, all full time employees in the bargaining unit will continue to contribute two and one half (2.5%) percent of their salary on a pre-tax basis by payroll deduction under Government Code Section 20516(a) to offset the City's costs in providing enhanced retirement benefits. This is pursuant to the contract amendment between the City and CalPERS that was effective January 2, 2012, and based on the optional benefits established in the Miscellaneous plan of the City's contract with CalPERS.

Pursuant to an understanding reached through the meet and confer process and memorialized in this document, effective July 1, 2013 full-time employees will contribute an additional one and one half (1.5%) of their salary (cost share for a total of 4.0%) on a pre-tax basis under Government Code Section 20516(f) to offset the City's costs in providing enhanced retirement benefits. This is based on the optional benefits established in the Miscellaneous Plan of the City's contract with PERS.

Effective January 1, 2014, all full time employees in the bargaining unit will continue to contribute two and one half (2.5%) percent of their salary on a on a pre-tax basis by payroll deduction under Government Code Section 20516(a) to offset the City's costs in providing enhanced retirement benefits. This is pursuant to the contract amendment between the City and CalPERS that was effective January 2, 2012, and based on the optional benefits established in the Miscellaneous plan of the City's contract with CalPERS.

Pursuant to an understanding reached through the meet and confer process and memorialized in this document, effective January 1, 2014, full-time employees will contribute an additional five and one half (5.5%) percent of their salary (cost share for a total of 8.0%) on a pre-tax basis under Government Code Section 20516(f) to offset the City's costs in providing enhanced retirement benefits. This is based on the optional benefits established in the Miscellaneous Plan of the City's contract with PERS.

If there are any changes that legally require the cost sharing to terminate, any percentage of cost sharing shall be applied towards the Employer Paid Member Contribution (EPMC).

#### Part-Time Employees

In accordance with the Federal Omnibus Budget act of 1990, Section 3121 (b)(7)(F), 7.5% of qualified salary is deposited in a retirement plan for part-time employees. The terms and conditions for withdrawal of these funds shall be as set forth in the existing plan and as permitted by IRS Code Section 457.

The City makes a 3.75% contribution based upon gross earnings towards this plan. Part-time employees may contribute the maximum allowable under IRS regulations or a minimum of 3.75% of their gross earnings. The retirement plan used by the City is a defined contribution plan which means that an employee is fully vested and may withdraw all funds, including interest earnings, upon separation. (PPPM 2-4.1)

#### Section 2. Sick Leave Credit:

Full-time general employees shall be compensated annually in November for one-half of their accumulated sick leave in excess of 960 hours. The remaining excess leave shall be accumulated in an individual retirement credit account. The balance in the account, along with other accumulated sick leave, shall be applied to the Retirement "Sick Leave Credit" benefit upon the employee's retirement. (PPPM 5-11.2)

#### Section 3. Tier 2- Classic-(Employees Hired Between November 19, 2012 and December 31, 2012):

A second tier of retirement benefits created for employees hired into full-time positions between November 19, 2012 and December 31, 2012 known as "Tier- 2 – Classic" include the following: Pension formula - 2% @ 55 formula, average of the highest 36 consecutive months, employees pay the 7% member contribution. Any other applicable optional benefits provided to those in the first tier will also be provided to those in the second tier.

#### Section 4. Tier 2 – PEPPRA-(Employees Hired on January 1, 2013 and After):

As provided by the Public Employees Pension Reform Act of 2013, employees hired on



January 1, 2013 and after, who meet the definition of "new member" as defined by CalPERS, will receive the following benefits: 2% @ 62 pension formula, average of highest 36 consecutive months, employees pay 50% of the total normal cost of the benefit.

## **Article VI.**

### **Health and Other Insurance Benefits**

#### Section 1. Health Insurance

##### Full-Time Employees

The City contracts with the Public Employees' Retirement System (PERS) for employee, spouse, registered domestic partner and dependent health insurance benefits. An open enrollment period is held annually in the fall to permit employees to change plans and add/delete dependents.

##### Tier 1: (Employees hired into full-time positions on or before September 1, 2011:

The full-time medical benefit that the City will pay for medical insurance premiums for employees and eligible dependents will be capped at \$1,376.22 per month effective January 1, 2014.

Effective January 1, 2015, the medical cap will be increased to \$1,389.98. Effective January 1, 2016, the medical cap will be adjusted by the Consumer Price Index, Department of Labor's Bureau of Statistics, All Urban Consumers, March 2014 to March 2015 to a maximum of 3.0%.

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##### Tier 2 (Classic and PEPRA):

For employees hired into full-time positions after September 1, 2011 and are subject to the second tier of benefits, the City's maximum contribution for medical insurance premiums for employees and their eligible dependents is \$1,000 per month.

##### Medical Opt Out:

If a full-time employee is currently enrolled in a City provided medical plan and can provide proof of adequate insurance elsewhere with another carrier, they can drop out of their City plan. The City will compensate them for one-half of the plan they are currently enrolled in (the maximum amount is up to ½ of the capped medical benefit rate). This amount will be rebated monthly to the employee. If the employee comes back into a City-paid medical plan, they will be capped at PERS Choice. If they wish to go to PERS Care, they will have to pay the difference in the cost of the medical premium. If a current employee as of July 1, 2001 goes from an HMO to PERS Care, they must remain in PERS Care a minimum of one year before they are eligible for the spouse/registered domestic partner opt out program.

New employees hired after July 2, 2001 will be capped at the cost of PERS Choice (family/2 party/individual). For new employees hired after July 2, 2001, the Medical Opt Out amount will be 50% of the lowest premium health plan available through CalPERS.

The Medical Opt Out amount will be stabilized at the July 1, 2012 rates and will not be subject to any future escalators.

An employee who is vested in PERS and retires from the City is eligible for medical coverage through retirement. The City pays the insurance premium. Employees hired after July 1, 2004 will only be entitled to receive retiree medical benefits if they retire from the City under a disability retirement or after having served the City for no less than 10 years. The City will pay CalPERS mandated health benefit contributions for employees who retire with less than 10 years of City service. (91-92, 01-02 04-05, 05-07 MOU; PPPM 2-3.1a)

#### Part-Time Benefited Employees

The City contracts with the PAC FED for part-time benefited employee, spouse, registered domestic partner and dependent HMO health insurance benefits. An open enrollment period is held annually in the Fall to permit employees to change plans and add/delete dependents. Effective July 1, 2013, the part-time medical benefit that the City will pay for insurance premiums for employees and eligible dependents will be capped at the medical premium cost for employee and one dependent in the Kaiser PEBT plan. Employees who chose other alternate plans or family coverage will pay the difference in premiums via payroll deduction.

If a part-time benefited employee is currently enrolled in a City provided medical plan and can provide proof of adequate insurance elsewhere with another carrier, they can drop out of their City plan. The City will compensate them for one-half of the plan they are currently enrolled in (the maximum amount is up to ½ of the capped medical benefit rate). This amount will be rebated monthly to the employee.

For new part-time benefited employees hired after July 2, 2001, the Medical Opt Out amount will be 50% of the lowest premium health plan available through PAC FED. (94-95 MOU, side letter to 97-98 MOU from Susan Bergeron-Vance dated 6-26-97; 01-04, 07-08 MOU; PPPM2-3.1b)

The Medical Opt Out amount will be stabilized at the July 1, 2012 rates and will not be subject to any future escalators.

#### Section 2. Dental Insurance

Dental insurance is provided to all full-time and part-time benefited employees, spouses, registered domestic partners and dependents. The monthly dental insurance premiums will be paid by the City for the employee and eligible dependents. The maximum annual

dental benefit is \$2,000. An open enrollment period is held annually in May to permit employees to change plans and add/delete dependents. Retired full-time employees may continue dental coverage for self, spouse & eligible dependents with entire cost borne by the retiree (78-80, 80-81, 82-83, 83-84, 94-95, 97-98, 01-02, 05-07 MOU; PPPM 2-3.2)

#### Full-time Employees:

| Effective September 2, 2012, the City will continue to offer Delta Care and Delta Premiere options. Full-time employees who enroll in the Delta Dental Premiere plan will contribute \$50 per month towards dental insurance. An open enrollment period will be provided prior to implementation to allow employees the option to change coverage. Those who enroll in the Delta Care option will have no "out of pocket" contributions.

#### Part-Time Employees:

| Effective July 1, 2012, the City will offer and pay the premiums for Delta Care dental coverage only to benefitted part time employees and dependents.

#### Section 3. Vision Plan

The City has established a vision care plan for full-time employees, part-time benefitted employees, spouses, registered domestic partners and dependents up to age 21. There is a \$20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is \$350 per fiscal year; the spouse, registered domestic partner and other dependents are capped at \$300 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for \$1,400 reimbursement for laser surgery and eligible dependents are eligible for \$1,200 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. (95-96, 97-98, 01-02, 05-07 MOU; PPPM 2-3.6)

Effective July 1, 2012, the vision care plan benefit will no longer be available to part-time, benefitted employees and their dependents.

#### Section 4. Life Insurance

The City pays the premium cost for each full-time employee to receive a basic level of life insurance under a group policy. Full-time employees are eligible for coverage upon hire. The basic amount specified in the group contract is \$50,000. Employee members must authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent coverage). (91-92 MOU; PPPM 2-3.3a)

#### Section 5. Long Term Disability Insurance

The City pays the premium cost for each full-time employee to receive long term

disability insurance. This plan is administered by Standard Insurance. Full-time employees are eligible on the first day of the month following the first day of employment. However, the employee must not be off duty for illness or injury on that date. If the employee is off, then the effective date is the first day of the month following the date of return to work. Employees are covered for both sickness and accident. Maximum benefit period for disability due to injury or illness is age 65 or 12 months, whichever is longer. Employees are paid 66 2/3% of basic monthly earnings up to a maximum payment of \$8,000. Sick leave, Workers' Compensation and PERS payments are integrated into this amount. If the employee dies during a period for which benefits are payable, three additional months of payment will be paid to the designated beneficiary. A copy of the actual plan description is on file in Human Resources. (PPPM 2-3.4a)

#### Section 6. Physical Examination

Full-time and part-time employees and their spouses are eligible to participate in the annual physical examination program. Employees are invited to participate during the month of their birthday. The cost for the physical is paid for by the employee. If an employee wishes to participate, the employee must identify their choice of physical examination and method of payment. Should the employee wish to pay by payroll deduction, the employee must deduct an amount large enough to pay the cost of the physical within one year. Examinations for full-time employees may be scheduled during regular work hours. At no time will the City review the results of the test. (Letter from City Manager dated 2-24-83; Fee Schedule for Annual Physical; 94-95 MOU)

### **Article VII.** **Leave Benefits**

#### Section 1. Bereavement Leave

Full-time and part-time benefited employees are entitled to a maximum absence of three days with pay for bereavement purposes in the event of death of a member of the immediate family. Leave for benefited part-time employees shall be consistent with the employee's regularly scheduled hours. An employee may take additional leave for bereavement purposes by charging the time off to sick leave. Such leave shall be granted up to the employee's accumulated sick leave balance with the approval of the employee's Department Head. Immediate family is defined as father, mother, brother, sister, son, daughter, spouse, registered domestic partner, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-child and step-grandchild. An employee will be allowed bereavement leave to accompany a minor child (under 18 years old) in the employee's sole custody if a parent of the child, who is not defined as a member of the employee's immediate family such as an ex-spouse, passes away. (Res. #5969, IX.7; 77-78 04-05 MOU; PPPM 6-8)

#### Section 2. Family Medical Leave Act (FMLA) and California Family Rights Act

#### (CFRA)

An employee is eligible for FMLA/CFRA leave after 12 months of continuous employment, if he or she has worked at least 1,250 hours during the previous 12-month period. FMLA/CFRA leave is unpaid leave. An employee requesting FMLA/CFRA leave may utilize any accumulated leave, except sick leave, for part or all of the leave period, if leave is for a purpose other than the employee's own serious health condition. If the leave is for the employee's own serious health condition, any accumulated sick leave must also be used.

Under FMLA, an eligible employee is entitled to a total of 12 work weeks of leave during any 12-month period in four situations: (1) for the employee's own serious health condition; (2) to care for a family member with a serious health condition; (3) for the birth or placement of a child for adoption or foster care; and (4) to address a "qualifying exigency" involving an employee's family member on active military duty status in support of a contingency operation.

In addition, an employee is entitled to up to 26 weeks of leave during a single 12-month period to care for a family member or "next of kin" service member who incurs a serious injury or illness while on active duty. The single 12-month period applicable to military caregiver leave can be different from the 12 month period applicable to other FMLA leave.

The CFRA regulation provides that if an employee takes pregnancy disability leave which is also an FMLA leave, and then wants to take CFRA leave to bond with her child immediately after her pregnancy disability leave, the 12-month period during which she must have worked 1,250 hours is that period immediately preceding her first day of FMLA leave based on her pregnancy, not the first day of the subsequent CFRA leave for reason of the birth of her child. (*Res. #5969, IX.8; PPPM 6-4.3*)

#### Section 3. Flexible Leave

General full-time employees will receive 36 hours of flex leave each fiscal year. As of June 30 of each year, all unused flexible leave up to a maximum of 24 hours shall be carried over to the next fiscal year. Benefited part-time employees will receive 12 hours per fiscal year with a not to exceed cap of 20 hours per fiscal year. (*Res. #5969, IX.4; 76-77, 81-82, 83-84, 90-91, 97-98, 01-04, MOU and Addendum to 01-04 MOU, 07-08 MO; PPPM 6-5*)

#### Section 4. Holidays

The following are observed City holidays:

- |                                     |                           |
|-------------------------------------|---------------------------|
| • New Year's Day                    | January 1                 |
| • Martin Luther King Jr.'s Birthday | Third Monday in January   |
| • Lincoln's Birthday                | Second Monday in February |

- President's Day Third Monday in February
- Cesar Chavez's Birthday March 31
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day First Monday in September
- Veteran's Day November 11
- Thanksgiving Day Fourth Thursday in November
- Day after Thanksgiving Fourth Friday in November
- The day before Christmas from noon to 5:00 p.m., if Christmas falls on a day other than Saturday, Sunday or Monday
- Christmas Day December 25
- Day after Christmas, when Christmas falls on a Thursday
- Every day appointed by the President or Governor as a holiday

Effective July 1, 2014, the City will provide an additional ½ day holiday on December 24, making December 24 a full day holiday. Effective January 1, 2015, the City will discontinue December 26 as a holiday when December 25 falls on a Thursday (next occurrence 2025).

#### Section 5. Bonus Day Holiday

A bonus day off with pay per fiscal year may be taken as a floating holiday for any full-time general employee who does not utilize any sick leave during the fiscal year. Part-time benefited employees shall receive a prorated number of hours based upon their regular work schedule. (*Res. #5969, IX.3; 76-77, 83-84, 86-87, 92-93, 97-98, 05-07 MOU; PPPM 6-7.1*)

#### Section 6. Jury Duty

Leave of absence with pay shall be granted to a maximum of fifteen (15) working days to an employee who serves on a jury. In such cases, the employee shall be paid their regular salary, or their normal hours scheduled to work. Employees on call for jury duty are expected to report for work. Jury and witness fees the employee may receive from court service shall be remitted to the City. Mileage reimbursement will be kept by the employee (*Res. #5969, IX, 13; 92-93; 01-02 MOU; PPPM 6-10*). On a case-by-case basis, the City Manager may extend said leave of absence with pay for jury duty. (11-12 MOU)

#### Section 7. Leaves of Absence

Leaves of absence without pay may be granted at the sole discretion of the City Manager. A leave of absence shall be granted only to an employee who desires to return to City service and has a satisfactory service record. The City Council must approve leaves of absence involving pay or benefit issues. (*Res. #5969, IX.12; PPPM 6-4.1*)

#### Section 8. Kin Care Leave

Employees may use one-half of their annual sick leave accrual (e.g., 48 hours for full-time employees) to care for their child, spouse, registered domestic partner or parent who is ill. Use of sick leave for this purpose is to be recorded on leave slips and turned in with employee time cards. Notice should be given for appointments seven days in advance. If emergencies arise, an exception can be made to this policy. (*PPPM 6-3.6*)

#### Section 9. Military Leave

Military leave is granted in accordance with state and federal law. If you are entitled to military leave, you must give the City an opportunity, within the limit of military regulations, to determine when such leave will be taken. Each request for military leave will be referred to the City Attorney for interpretation of such related issues as entitlement to pay, benefits, reinstatement, etc. (See Appendix for Military Leave Policy) (*Res. #5969, IX.14; PPPM 6-9*)

#### Section 10. Sick Leave

Sick leave shall not be considered a right, which employees may use at their discretion, but shall be allowed as an employee benefit only in case of actual sickness or disability of the employee which prevents the employee from working. Exceptions are made for cases of pregnancy, childbirth or related conditions, for a doctor's appointment or to care for a sick child in accordance with these rules and regulations. Up to 32 hours per fiscal year of sick leave may be used for doctor's appointments.

Employees are eligible to use accrued sick leave at any time after original appointment subject to the provisions of these rules and regulations. Sick leave shall be accrued while an employee is absent from duty because of injury or illness arising out of and in the course of employment as determined under the provisions of workers' compensation law.

In order to receive compensation when absent on sick leave, employees shall notify their department no later than 15 minutes after the time set for beginning their daily duties. When absent for three or more consecutive working days, the employee may be required by the Department Head to obtain and submit a physician's certification of illness.

Sick leave with pay for full-time general employees shall be accrued at the rate of 8 hours for each calendar month of service beginning with probationary appointment. Benefited part-time employees shall accrue a total of 1 hour sick leave per pay period but only if the employee works a minimum of 20 hours within that pay period. If the benefited part-time employee works a minimum of 32 hours per week per pay period, they will accrue 2.77 hours of sick leave for that pay period. At the discretion of the Department Head, full-time employees only may request an advance of up to five days of sick leave. (*PPPM 6-3.1, 6-3.2, 6-3.4, and 6-3.6*)

#### Section 11. Vacation

General full-time employees on a 40 hour work week schedule will accrue vacation leave as follows:

<u>Years of Service</u>	<u>Days per Year</u>	<u>Hours per Year</u>	<u>Hours per Month</u>
0-1	10.00	80	6.64
1-2	11.25	90	7.52
2-3	12.50	100	8.32
3-4	13.75	110	9.20
4-5	15.00	120	10.00
5-6	15.50	124	10.32
6-7	16.00	128	10.64
7-8	16.50	132	11.04
8-9	17.00	136	11.36
9-10	17.50	140	11.68
10-11	18.00	144	12.00
11-12	18.50	148	12.32
12-13	19.00	152	12.64
13-14	19.50	156	12.96
14-15+	20.00	160	13.28
20+	21.00	168	14.00

The following methodology is used regarding the initial accrual of vacation time:

<u>Date hired</u>	<u>1<sup>st</sup> through 15<sup>th</sup></u>	<u>16<sup>th</sup> through end of month</u>
Month hired	Accrues vacation	Does not accrue vacation
Month terminated	Does not accrue vacation	Accrues vacation

The anniversary month for additional vacation accrual is based on the same time periods. If an employee is hired before the 15<sup>th</sup> of the month, the anniversary month is the month hired; if hired after the 15<sup>th</sup> of the month, the anniversary is the month following.

Benefited part-time employees who work between 20 and 59¾ hours within a pay period shall receive a prorated accrual of 1.85 hours. For each pay period in which the number of hours worked by a benefited part-time employee is 60 hours or more, the bi-weekly accrual rate shall be 3.00 hours.

At the discretion of the Department Head, full-time employees may request an advance of up to five days of vacation.

Vacation shall be accrued when an employee is absent from duty because of injury or illness arising out of and in the course and scope of employment as determined under the provisions of the workers' compensation law.



#### Vacation Maximum Accrual

General employees may accumulate 30 days of vacation or 240 hours. Once these balances have been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance. Employees whose vacation balance exceeds the maximum accrual will be given the opportunity to work with their supervisor/department head on a balance reduction plan. Employees who have extenuating circumstances and request the maximum accrual be temporarily lifted due to an anticipated parenthood leave, extended worker's compensation leave or similar situation will notify their supervisor and Human Resources of their special circumstance and be granted a temporary reprieve from vacation accrual enforcement. (*Res. #5969, IX.5; 76-77, 82-83, 86-87 MOU; PPPM 6-2.1, 6-2.3, 6-2.4, 6-2.5 and 6-2.6*)

#### Reserve Vacation Bank

Effective August 31, 2011, a Reserve Vacation Bank will be created for each full-time employee. This Reserve Vacation Bank will contain the balance of vacation leave hours accrued through August 31, 2011.

Effective September 1, 2011, all new accruals will be deposited in the regular Vacation Bank, which will be subject to the vacation cap of 240 hours.

When vacation hours are used, they will be first deducted from the Vacation Bank (accruals after September 1, 2011), and then from the Reserve Vacation Bank (accruals prior to September 1, 2011).

If an employee is unable to take pre-approved vacation time due to staffing needs, and that causes the employee's Vacation Bank to go over the 240 hour cap, the hours above the cap may be moved to the Reserve Vacation Bank only with the written recommendation of the Department Head, a review by the Human Resources Manager and approval by the City Manager

#### Section 12. Critical Family Leave

At the sole discretion of the City Manager, authorization for whatever amount of paid leave that may be necessary for full-time and benefited part-time employees to care for a child or spouse with a terminal or critical life-threatening situation may be given. This action may be taken at the request of the employee with the concurrence of the employee's Department Head with full pay and benefits and without loss of seniority. Leave will be exclusive of the employee's vacation, flex and sick leave. Leave balances do not have to be exhausted for the City Manager to authorize critical family leave. This policy is intended to be applied in conjunction with the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act. (*CC 3-14-96, PPPM 6-4.4*)

### Section 13. Voluntary Vacation and Flexible Leave Time Donation

If an employee suffers a personal medical crisis or catastrophic event that requires a prolonged absence from duty that will result in a substantial loss of income to the employee and if the employee has exhausted all available paid leave time, the employee may request assistance from other employees by means of leave time donation. Leave time donation may be in the form of vacation leave, flexible leave or any combination of these two leave types. Sick leave may not be donated.

The value of the donated leave will be paid to the recipient employee at the recipient's normal rate of compensation. The amounts paid to the recipient employee under the conditions of this policy are treated as regular income of the recipient under Internal Revenue Code Section 61. Employee(s) who donate leave do not incur any income or any deductible expense or loss upon the donation of this leave. Any leave accrued by the recipient employee during a pay period will first be applied, supplemented by voluntary leave donations in order for the recipient to receive a regular paycheck. Under no circumstances will the recipient employee be paid for more than their regular number of hours in a pay period.

On a case-by-case basis, the City Manager may allow voluntary donations of vacation and flex leave to an employee who suffers a catastrophic event. The City Manager may seek recommendation from a committee, made up of one member from each of the recognized employee associations and the Human Resources Manager, regarding the determination of a catastrophic event. The City's Manager's decision shall be final and not subject to appeal. (PPPM 6-13)

### Section 14. Family School Leave

In accordance with the California Labor Code, a full-time employee may take up to 40 hours per calendar year, not exceeding 8 hours in any calendar month, to participate in their children's school or licensed day care facility activities. The employee shall utilize vacation leave, flexible leave or time off without pay for this purpose. The employee shall give reasonable notice of the planned absence. The City may require the employee to provide documentation from the school or licensed day care facility as proof that they actually participated in the activities on the specified day at a particular time. (Res. 5969, IX.10; PPPM 6-2.6)

## **Article VIII.** **Additional Benefits**

### Section 1. Tuition Reimbursement

All full-time employees are eligible for tuition reimbursement. Each employee is allowed up to \$350 during each fiscal year. The maximum reimbursement for employees engaged in a degree program is \$2,000 per year including books. The employee must complete the course(s) listed on the tuition reimbursement agreement with a grade of "C"

or better. The employee must return all text materials which have been paid for by the City and the employee must remain employed with the City after completion of the course for a period of one year or refund to the City the full amount reimbursed for the course(s).

There is no tuition reimbursement for part-time employees except for those requiring certification. (*Res. #5969, X.3; 1977, 95-96 MOU; PPPM 9-1.2*)

## Section 2. Uniforms

Uniforms provided are as follows. Any and all parts of the uniforms may be replaced at the discretion of the Department Head.

- Lifeguard Personnel – two shirts, one pair of shorts, one swimming suit for instruction, one swimming suit for lifeguarding. Parkas are available on location for use, but are not required.
- Public Safety Officers – Two short sleeve shirts, one class “A” shirt, two pairs of pants, one class “A” pair of pants, one jacket, one pair of boots, one rain coat, one utility belt with accessories, one Sam Brown belt and one tie.
- Public Works Maintenance, Inspectors, and Storekeeper – six shirts, six pairs of pants or shorts, if desired, one jacket, one pair of boots and one hat. Safety belts for maintenance personnel only.
- Recreation Leaders – Two shirts upon hire, one additional shirt mid-summer and one jacket. Employees may purchase additional uniforms.
- Teachers – Three shirts.
- Bus Drivers – Five shirts, five pairs of pants or shorts and one jacket.
- Heritage Park Rangers – Two dress shirts, two polo shirts, two pairs of pants, one jacket, one pair of boots and one belt.

Uniforms issued by the City are considered as compensation and the value of such is reported to the Public Employees’ Retirement System annually as special compensation. Those items issued as safety equipment, even if worn as part of regular duty, are exempt from being reported as compensation. These items include steel toe safety shoes/boots, high visibility orange shirts, hard hats and high visibility orange work jackets. (*PPPM 2-9.1 and 2-9.2*)

## Section 3. Credit Union

Financial Partners Credit Union operates under State of California regulations. The City offers a payroll deduction plan for savings and repayment of loans.

## Section 4. Employee Personal Computer Purchase Plan

Any (non-probationary) full-time employee or part-time benefited employee with five years of service with the City is eligible to purchase a personal computer or digital camera in conjunction with a computer; peripheral equipment and software through an interest free loan of City funds. Only one computer loan is allowed at a time. Repayment

is guaranteed through bi-weekly payroll deductions. The employee agrees that the computer equipment is for their own or their immediate family's use only. The minimum loan amount is \$500 and the maximum loan amount is \$3,000. Full details for this plan may be found under PPPM 7-8.2. *(CC action of 1-8-98 and 5-10-01; PPPM 7-8.2)*

#### Section 5. Section 125 Program

The City has implemented an Internal Revenue Section 125 program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both. *(PPPM 2-6)*

#### Section 6. Employee Assistance Program

The City through Standard Life Insurance provides an Employee Assistance Program (EAP) for full-time employees. Employees contact the EAP provider confidentially on an as-needed basis to schedule appointment(s) with a counselor. The toll free number is (888) 293-6948. A copy of the actual program description is on file in Human Resources. *(Administrative Action)*

### **Article IX.**

#### **Appointments, Promotions and Temporary Assignments**

##### Section 1. Original and Promotional Appointments

Original or promotional appointments shall be made by the City Manager from among the candidates on a certified eligibility list who indicate a willingness to accept the position. The individual standing first on any given closed promotional list should generally be appointed by the Department Head. Any other appointment must receive approval by the City Manager. When an employee is promoted, the employee shall be entitled to the step in the new range which provides at least a 5 ½% increase. *(PPPM 5-1; PPPM 5-6.2)*

##### Section 2. Appointment – Probationary Status

Full-Time employees are on probation for six months from the date of hire and Part-Time benefited employees are on probation for one year from date of hire. During the probationary period, employee performance evaluations are required. A probationary employee may be terminated without appeal during the probationary period. The appointment is made to regular status at the end of the probationary period upon the recommendation of the Department Head and the approval of the City Manager. In the event the probationary employee's performance does not qualify for regular status, the City Manager may grant a one-time extension of the probationary period up to the length of the original probationary period. *(Res. #5969, VII.1 and .2; PPPM 5-9.1)*

##### Section 3. Temporary Appointments

When vacancies occur that appear to be of a temporary duration but are not emergencies, a temporary appointment may be made. Such appointments will be made primarily in those cases where the incumbent has been temporarily disabled because of an on or off the job injury. When the duration of the incumbent's absence is expected to be of such length that the replacement will be required to assume virtually all responsibilities inherent in the position, a temporary appointment will be made. Temporary appointments must be made from an appropriate eligibility list, if one exists. The appointment will be made on the recommendation of the Department Head with the approval of the City Manager. Temporary appointees are not in the same status as regular employees and only attain such after receiving a regular appointment. (PPPM 5-1; PPPM 5-4.1)

#### Section 4. Veteran's Preference

Veterans of the Armed Forces of the United States of America will be given preference over other identically qualified applicants on an eligibility list. (PPPM 4-8 and State Government Code Section 50088)

#### Section 5. Eligibility Lists – Certification

The Human Resources Manager shall certify lists of candidates who have successfully competed in examinations. The names may be placed on the list in order of their total rating in the examination or may be grouped in a tier based on similar ratings. The list will be certified for a minimum of one year and a maximum of two years. The list may be extended at the discretion of the City Manager. A candidate's name may be removed from the eligibility list for any of the following reasons:

- Appointment to fill a position for which the examination was given
- Evidence that the candidate no longer meets the qualifications of the position
- Removal by the City Manager after rejection of the candidate for a vacant position by the Department Head

Whenever a vacant position is to be filled, the Department Head shall consider the candidates and recommend one from the appropriate list to the City Manager unless the Department Head rejects in writing all candidates. (PPPM 4-6.1)

### **Article X.** **Employment Policies**

#### Section 1. Alcohol and Drugs

It is the policy of the City of Santa Fe Springs that employees shall:

- Not report to work, or be subject to City duty, while under the influence of unlawful drugs, controlled substances or alcohol
- Not possess or ingest alcohol or impairing drugs, including illegal drugs and prescription drugs without prescription, during work hours or while subject to duty, on breaks, during meal periods or at anytime while on City property
- Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty
- Not use City property or premises to manufacture, sell or distribute alcohol, unlawful drugs or controlled substances during work and non-work hours
- Notify their supervisors before beginning work when they are taking legally prescribed medication which could foreseeably interfere with the safe and effective performance of their duties or the operation of City equipment

The use of illegal drugs or controlled substances, on or off the job, by City employees will not be tolerated and is grounds for immediate termination. (See Appendix for Alcohol & Drug Abuse Policy revised as of 02-09-06) (*PPPM 7-10*)

## Section 2. Computer Usage

The City's Computer Usage policy outlines the use of the City's electronic mail (e-mail) system by all full-time and part-time employees, as well as elected officials, independent contractors, seasonal employees and any vendors with authorized use of the City computer resources. Technology staff will change your password on a regular basis (annually). All City electronic media is to be used for City and employment purposes only and is not to be used for personal non-job related purposes. Electronic media includes all computers, computer equipment, hardware, peripherals, medium (connection lines), cameras, televisions and telecommunications equipment of any kind, whether owned, leased, rented or used by the City. It also includes all documents, records, software, and stored and deleted files relating to City business regardless of form including but not limited to hard copy, computer stored data, disks, hard drives, tapes and any other form in which data may be stored or retained.

Employees have no privacy rights or expectations thereto in any transmission created, received or sent using City property whether the employee is on working time or not. Routine searches or inspection of City property may include computer files, voice mail boxes or similar places where City property or City related information may be placed or stored, regardless of whether such places are locked or protected by access codes or passwords. Because even a routine search might result in discovery of employee personal possessions, employees are encouraged not to bring into the workplace any item of personal property that the employee would not want revealed to the City. (See Appendix for Electronic Media Policy revised as of 02-02-06) (*PPPM 7-8.1*)

## Section 3. Harassment, Discrimination and Retaliation

In keeping with the City's strong commitment to providing a work environment that is free of harassment, discrimination and retaliation, the City maintains a strict policy prohibiting harassment, discrimination and retaliation by or against any of its employees, applicants, volunteers, independent contractors, customers, invitees and members of the public. The City prohibits harassment in any form, including verbal, physical or visual harassment.

The City will not tolerate discrimination or harassment based upon race, color, national origin, ancestry, sex, sexual orientation, disability, medical condition, marital status, age or religion. All employees are to be treated with dignity and respect. Employees who believe they have been discriminated against or harassed by a co-worker, vendor, volunteer or member of the public should report the allegation to their Department Head, the City Manager or Human Resources. An investigation of the allegations will be conducted immediately and appropriate disciplinary action will be taken in the event that the allegations are substantiated.

Each employee is personally liable under the Fair Employment and Housing Act (FEHA) for unlawful harassment perpetuated by that employee.

False Claims: An employee who deliberately makes a false claim or charge of unlawful discrimination or harassment will likewise be subject to disciplinary action up to and including termination.

Retaliation: Any retaliation against a person for filing a discrimination or harassment charge or making a discrimination or harassment complaint or a person assisting in a discrimination or harassment investigation is prohibited. An employee found to be retaliating against another employee, volunteer or person in the act of volunteering shall be subject to disciplinary action up to and including termination. (See Appendix for Harassment, Discrimination and Retaliation Policy revised 02-9-06) (*CC Minutes 10-28-97, AB 1856; PPM 5-13-.5*)

#### Section 4. Military Leave

In accordance with state and federal laws, the City will grant military leave to all employees. Any employee who is ordered to report for military duty shall, after receiving such an order, promptly provide the City with notice of the order to report along with a written request for military leave and a copy of the order. However, an employee is not required to provide the City with notice if the giving of such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable. (See Appendix for Military Leave Policy revised as of 02-09-06) (PPM 6-9)

#### Section 5. Workplace Safety/Security

The City is committed to providing a work environment that is safe, secure and free of

intimidation, threats and violence. The City maintains this commitment with a policy of “**zero tolerance**” to acts of violence and by training its employees to recognize and effectively respond to violent/potential violent behavior in the workplace. All acts of violence or force, either threatened or actual, are prohibited and are met with disciplinary action, up to and including termination and criminal prosecution. (See Appendix for Workplace Safety/Security Policy revised as of 02-16-06) (PPPM 5-13.2; 7-2; 8-9.1; 8-9.2)

#### Section 6. Workplace Safety, Security, Inspection and Access

To ensure a safe work environment, the City reserves the right, based upon reasonable suspicion, to inspect, search and access all property which is brought to or utilized by an employee in the workplace. This property includes, but is not limited to, offices, facilities, vehicles, desks, tool boxes, safes, lockers, files, file cabinets, closets, documents, computer data storage, voice and e-mail, internet use, telephones, electronic data, file and fax transmissions and audio/video tape recordings. The City reserves the right to conduct searches described in this policy without notice or consent of the affected employee or that employee’s representative. Searches shall be conducted with the approval of the City Manager or designee, by the employee’s supervisor, law enforcement and Human Resources. (PPPM 8-9.2)

#### Section 7. Tuberculosis (TB) Testing

The State and County require those employees in direct contact with children to be tested for tuberculosis once every four years. The provision applies to the following employee groups: (PPPM 12-1.5)

1. Child Care personnel
2. Library and Cultural Services personnel
3. Public Safety Officers
4. Recreation personnel
5. Family and Human Services personnel

#### Section 8. Blood-borne Pathogens and Hepatitis B Vaccinations

Employees who can be “reasonably anticipated” to come in contact with contaminants and potentially infectious materials through the performance of their work are subject to this policy. This would include employees in the following job classifications:

1. Bus Drivers
2. Recreation personnel
3. Family and Human Services personnel
4. Public Safety Officers
5. Maintenance Workers
6. Designated Maintenance personnel



These classifications are deemed to be within the group of employees that may have frequent contact with infectious materials. Employees who may have frequent contact are required to receive the Hepatitis B vaccination series. Vaccinations will be available to the employee within 10 working days of job assignment at no cost to the employee. Employees must sign a declaration form if they choose not to be vaccinated but may later opt to receive the vaccine at no cost. Should booster doses later be recommended, employees will be offered them at no cost to the employee. (PPPM 12-4)

#### Section 8. Additional Employment

Employees must report outside employment to their Department Head prior to the start of employment utilizing the City's "Additional Employment" form. The City Manager or Department Head may prohibit or restrict additional employment if it would bring discredit or embarrassment to the City, reduce the effectiveness of work as an employee of the City, create a conflict or perceived conflict with the employee's duties of the City or create a potential conflict when an employee's outside employment is related to employment matters of another City employee. Reasonable conditions may be attached to the approval of additional employment. Employees are expected to give priority to City work if called for emergency duty or required to work overtime. (Res. #5969, XIV; PPPM 10-2)

#### Section 9. Gambling

Gambling or conducting games of chance is not permitted on City premises or on City time or by utilizing City property for on-line gambling. (Res. #5969, XI.5, PPPM 5-13.1)

#### Section 10. Gifts and Gratuities

City employees are prohibited from receiving personal gifts, including gratuities, from citizens, persons or firms doing business with or being regulated by the City or likely to do business with or be regulated by the City. (Res. #5969, XI.5), PPPM 5-13-.1) In addition, City employees will also abide by the restrictions on gifts and honoraria, set forth by the Fair Political Practices Commission.

#### Section 11. Use of City Vehicles

City vehicles shall be used for official business only and only as authorized. Seat and shoulder belts are to be used at all times. Failure to follow this policy shall result in disciplinary action. Employees must have a valid California driver's license whenever they drive City vehicles or use their own vehicle for City business. (PPPM 8-6.1 and 8-6.2)

#### Section 12. No Smoking in City Vehicles

Smoking is prohibited in City vehicles or while operating City equipment. (PPPM 8-6.6)

### Section 13. Driver's License

Designated employees required to drive City vehicles in the line of duty will be enrolled in an Employer Pull Notice Program. Enrollment in the Pull Program will enable the City to learn of any citations or changes in the employee's driver's license which may impact their ability to drive as part of their work duties. Driver's License will be checked once a year for all other employees by the Human Resources Office. If a position requires a Class "A" or "B" driver's license, the employee is responsible for obtaining the license. If an employee in another classification is requested by the City to obtain a Class "A" or "B" license, the City will reimburse the employee for the cost of the license. Employees driving City vehicles without a valid California Driver's License are subject to serious disciplinary action. If an employee's driver's license status changes in any way, the employee must immediately advise their supervisor and the Human Resources Office. (PPPM 8-6.3a)

### Section 14. Use of Personal Vehicles

Employees shall be reimbursed for mileage while driving in personal automobiles on City business at the rate approved by the City Council. This is for employees who use their own cars on official City business and who have a current "Automobile Insurance Affidavit" on file in Human Resources. Employees who drive a personal vehicle while on City business must complete an "Automobile Insurance Affidavit". Each employee must identify whether they carry sufficient liability insurance of at least the following:

- \$50,000 injury per person
- \$100,000 bodily injury each occupant
- \$25,000 property damage each occupant or
- \$100,000 combined single limits

Employees who do not carry automobile insurance or do not have sufficient coverage are not permitted to drive their personal vehicles for City business.

City employees are prohibited from working on personal vehicles on City premises and using City equipment and supplies. Said work can only be done if it is approved in advance by the Director of Public Works (or his designee). (PPPM 2-10, 8-6.4 and 8-6.5)

### Section 15. Bids for City Jobs

Employees may submit bids for City jobs. A conflict of interest would not exist so long as the employee was not in a position to determine who would be awarded the contract. (PPPM 7-5.1)

### Section 16. Political Activities of Employees

No City employee will solicit, either directly or indirectly, political contributions, favors,

etc. from other City employees on behalf of any political candidate. No City employee will use their position in the City to benefit any political candidate. No City employee will engage in political activities during working hours or while in uniform at any time. City employees are permitted to exercise their political rights like any other citizen during their off-duty hours when out of uniform. (PPPM 7-7)

## **Article XI.**

### **Layoff and Reductions in Force**

#### **Section 1. Layoff and Reductions in Force**

Whenever it becomes necessary for one or more employees to be laid off because of lack of work or financial reasons, all non-regular employees in the affected classification shall be laid off before any regular employees and in the following order: emergency, provisional and temporary. If additional reductions are necessary, regular employees in the affected classifications shall be laid off in reverse order of their seniority. If the person in one of the affected classifications has seniority over someone in a lower classification, the person with seniority may accept a voluntary demotion to a lower classification if the employee is qualified for the classification. This process may continue until the person in the lowest classification with the least seniority is laid off. All employees laid off shall be given written notice of such layoff at least 10 working days prior to the effective date of the layoff. (PPPM 5-12.1)

#### **Section 2. Seniority and Bumping Rights**

Full-time seniority shall be defined as regular full-time City service within the affected vertically related classifications. Regular service time shall include probationary time in the affected classification if regular status has been acquired. Part-time hours accumulated in the City do not have consideration in full-time seniority calculations.

“Bumping” into a lower related classification shall occur on the basis of total seniority attained within a series of vertically related classifications. Vertically related classifications carry cumulative seniority downward and not upward. For example, an employee who has five years of seniority as an Administrative Clerk II and five years seniority as an Administrative Clerk I (10 years total) is in a senior position to an Administrative Clerk I who has nine years of seniority in that classification. An Administrative Clerk I with 11 years of seniority in that classification is in a senior position to the Administrative Clerk II cited in the example above. Length of qualifying service, not rank, is the determining factor when calculating seniority.

Seniority calculations shall not include time on unpaid leave, time on inactive service or time during breaks in City service. (PPPM 5-12.2)

#### **Section 3. Layoffs – Call-backs**

The names of regular and probationary employees laid off shall be placed on a

reemployment list for the class of positions involved in the layoff. Persons on the list shall retain eligibility for reappointment for a period of three years from the date the name was first placed on the list. Recall shall be by inverse order, i.e., the most recent person laid off shall be first rehired. Persons reinstated shall return to the same position and step previously held. Persons who are on a reemployment list and have committed an offense while on layoff which would have been cause for termination, will not be reinstated. Any person who is refused reinstatement because of the commission of such an offense may appeal such action to the City Manager and to the Personnel Advisory Board. (PPPM 5-12.3)

## **Article XII.**

### **Appeal and Grievance Rights and Procedures**

#### **Section 1. Appeal Process**

An employee who has been subject to disciplinary action, excluding written or oral counseling, warnings or reprimand shall be entitled to appeal such action to the City Manager and to the Personnel Advisory Board in accordance with the proper procedures. *Res. #5969, XI.6; PPPM 11-3)*

#### **Section 2. Grievance Procedure**

A grievance is defined as a claim of violation, misinterpretation or misapplication of a specific written City or Department rule or regulation or specific provision of a Memorandum of Understanding. A grievance procedure has been established to provide adequate opportunities for employees to bring forth their concerns relating to any claim of unfair or improper aspect of their employment situation and to seek correction.

The employee concerned shall first make efforts to resolve the grievance with the immediate supervisor. In the event a mutual solution is not reached, the aggrieved employee may submit the complaint in writing. The complaint shall set forth all the facts necessary to understand the issue involved. The grievance shall be signed by the employee and submitted to the immediate supervisor within 10 calendar days of the resolution effort.

The Department Head shall make an investigation of the facts and issues. Within 10 calendar days of receipt of the grievance statement, the Department Head shall reply in writing stating the department's views on the issue involved.

If the employee wishes to discuss the grievance further, the employee shall submit a written request for a meeting with the City Manager within 10 working days of the receipt of the Department Head's reply.

The requested meeting will be held by the City Manager at the earliest date possible at which the employee, the Department Head, and any other persons invited by the City Manager, the employee, or the Department Head may be present. The decision made by

the City Manager as the result of the findings and conclusions determined at this meeting shall be final. However, in cases which involve alleged violations of the Personnel Resolution or Personnel Rules, the employee may, within 10 calendar days, request that the issue be submitted to the Personnel Advisory Board if the employee does not accept the decision of the City Manager.

Upon receipt of the request from the employee, the Personnel Advisory Board shall conduct hearing(s) as it deems necessary to determine the pertinent facts related to the alleged violation of Personnel Resolution No. 5969, Personnel Policies and Procedures or personnel rules. The employee(s) and management representative(s) shall have the right to appear before the Board and to have counsel present. If either party appears before the Board, both shall be present. Within 10 calendar days of the conclusion of the Board's hearing(s), it shall certify its findings and submit them to the City Manager for consideration. Any action thereafter taken by the City Manager affirming or modifying his earlier decision shall be final. (*Res. #5969, XII.2; PPPM 11-1, 11-2*)

### **Article XIII.** **Other Legal Clauses**

#### **Section 1. Non-discrimination**

The City and the Association agree that they shall not discriminate against any employee because of race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age, sexual orientation (including heterosexuality, homosexuality and bisexuality) or the exercise of rights under the Meyers-Milias-Brown Act. The City and the Association shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU or to be in compliance with federal or state anti-discrimination laws.

#### **Section 2. Severability**

Should any provision of this MOU be found to be inoperative, void or invalid by a final decision of a court of competent jurisdiction, all other provisions of the MOU shall remain in full force and effect during the term of this Memorandum of Understanding.

#### **Section 3. Strikes, Work Stoppages and Slowdowns**

The City and Association mutually agree that differences shall be resolved without interruption in work. During the terms of this agreement, neither the Association, its officers or agents or any employees will, for any reason, authorize, condone, encourage or engage in a work slowdown or stoppage, strike or other interference with the work and functions or obligations to the City for the benefit of public safety. (*Resolution No. 3005*)

#### Section 4. Applicability of Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this MOU shall supercede all prior agreements in prior Memoranda of Understanding or other understandings, oral or written, express or implied, between the parties. This MOU shall govern the entire relationship of the parties and shall be the sole source between all rights which may be asserted hereunder. This MOU is intended to set forth the full statement of wages, hours and other terms and conditions of employment for employees represented by the Association during the term of this MOU. The City's personnel rules, policies and procedures are included in full in City Personnel Resolution No. 5969 and the City Personnel Policy and Procedures Manual (PPPM) and incorporated into the MOU by reference. If a provision in City Resolution No. 5969 or PPPM contradicts the MOU, the MOU governs. The parties agree that during the term of this MOU they shall not seek to negotiate or bargain concerning wages, hours, or other terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations leading thereto irrespective of whether such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this paragraph, the parties may, by mutual agreement, and in writing, agree to meet and confer by any matter during the term of this MOU.

Should an additional, viable source of City revenue become available during the term of this Agreement, the City agrees to evaluate the possibility of relieving any portion of any concessions provided by the Association in the MOU.

#### Section 5. Ratification and Execution

This MOU shall be effective only upon ratification by the Association and adoption by the City Council. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Association.

**City of Santa Fe Springs**

**Santa Fe Springs Employees Association**

\_\_\_\_\_  
Thaddeus McCormack, City Manager

\_\_\_\_\_  
Javier Loya, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**NEW BUSINESS**

**Approval of Part-Time Compensation Package for Fiscal Years 2014/15 and 2015/16**

**RECOMMENDATION**

That the City Council approve the Compensation Package for Part-Time Employees as indicated on the attached Salary Schedule.

**BACKGROUND**

As part of the cost cutting measures taken by the City during the great recession, part time employees received a 3.0% reduction in pay effective July 4, 2011. Although the corresponding pay reductions for full-time employees have been restored to assist with contributions to full-time employees' benefits, pay reductions for part-time employees have not been restored.

Also, as part of the recently approved and ratified Memorandum of Understanding (MOU) with the general employees association, Part-Time Benefitted employees will receive a 1.25% increase effective July 1, 2014, and another 1.25% effective July 1, 2015.

For equity issues, staff recommends that City Council consider extending the same increase to Part-Time Non-Benefitted employees, who are not represented by any employee group for Fiscal Years 2014/15 and 2015/16.

The Salary Schedule reflects a 1.25% salary increase for FY 2014/15. The salary schedule for FY2015/16 will also reflect a 1.25% salary increase.

**FISCAL IMPACT**

The estimated cost of the increase is approximately \$25,000 per fiscal year. Adequate funding was set aside from the FY 2013-14 final budget in the PERS Stabilization Fund (Employee Benefits Fund) to cover the increase in costs.

*Thaddeus McCormack for*

Thaddeus McCormack  
City Manager

BARGAINING UNIT: PART

CLASS	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY
50410	BUS DRIVER II B	A- 1			20.044
		B- 2			21.142
		C- 3			22.360
		D- 4			23.612
		E- 5			24.872
50610	TEACHER III	A- 1			18.986
		B- 2			20.044
		C- 3			21.198
		D- 4			22.384
		E- 5			23.578
51010	RECREATION LEADR III	A- 1			16.938
		B- 2			17.868
		C- 3			18.884
		D- 4			19.950
		E- 5			21.033
		F- 6			22.189
52010	REC LEADER II B	A- 1			14.616
52080	CHILD CARE TEACH IIB	B- 2			15.352
		C- 3			16.117
		D- 4			16.918
		E- 5			17.769
52500	CHILD CARE TEACH I B	A- 1			13.258
		B- 2			13.923
		C- 3			14.616
		D- 4			15.352
		E- 5			16.117
53530	CLD CARE AST TEACH B	A- 1			12.038
		B- 2			12.636
		C- 3			13.258
		D- 4			13.923
		E- 5			14.616
54500	CHLD CARE ASST TEACH	A- 1			9.663
		B- 2			10.150
		C- 3			10.660
		D- 4			11.192
		E- 5			11.742
57000	ADMIN CLERK I	A- 1			15.267
		B- 2			16.140
		C- 3			17.061
		D- 4			18.021
		E- 5			18.966



PAYROLL SYSTEM  
TIME 3:26 PM

CITY OF SANTA FE SPRINGS  
SALARY TABLES BY UNIT

PAGE 1  
DATE 07-01-2014

BARGAINING UNIT: NB

CLASS	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY
70545	LITERACY INTERN N	A- 1			14.181
70580	ADMIN INTERN N	B- 2			14.962
		C- 3			15.784
		D- 4			16.652
		E- 5			17.570
71010	TRAF SIGNAL APPRENT N	A- 1			13.506
71040	WATER UTILITY APPRENT	B- 2			14.181
		C- 3			14.887
		D- 4			15.634
		E- 5			16.414
71520	CUD CARE TEACH ITSUB	A- 1			13.066
		B- 2			13.785
		C- 3			14.586
		D- 4			15.417
		E- 5			16.242
72000	FIRE HSNG INSPEC PTN	A- 1			27.338
		B- 2			28.841
		C- 3			30.428
		D- 4			32.101
		E- 5			33.919
72100	INSTR LIFEGUARD IIN	A- 1			20.044
		B- 2			21.142
		C- 3			22.360
		D- 4			23.612
		E- 5			24.872
72220	POLICE SVCS CLERK	A- 1			14.175
		B- 2			14.955
		C- 3			15.777
		D- 4			16.644
		E- 5			17.561
72300	INSTR LIFEGUARD IIN	A- 1			16.950
72310	INSTR GUARD II SUB N	B- 2			17.883
		C- 3			18.867
		D- 4			19.904
		E- 5			20.997
72400	INSTR LIFEGUARD I N	A- 1			16.069
72410	INSTR GUARD I SUB N	B- 2			16.950
		C- 3			17.883
		D- 4			18.867
		E- 5			19.904

P/T NON-BENEFITTED SALARY SCHEDULE

PAYROLL SYSTEM  
TIME 3:26 PM

CITY OF SANTA FE SPRINGS  
SALARY TABLES BY UNIT

PAGE 2  
DATE 07-01-2014

BARGAINING UNIT: NB

CLASS	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY
72530	CHLD CARE TEACH I N	A- 1			11.664
72540	HERITAGE PK RANGER N	B- 2			12.249
72545	HERT PK RANGER SUB N	C- 3			12.860
72550	CLD CARE TEACH I SUB	D- 4			13.506
72560	PSO APPRENTICE N	E- 5			14.181
72600	LIB INFO DESK ASST	A- 1			16.803
72610	IT SPECIALIST N	B- 2			17.728
		C- 3			18.702
		D- 4			19.732
		E- 5			20.817
72700	INSTR LIFE GUARD I N	A- 1			13.163
73000	COMM SVCS LEAD II N	A- 1			11.117
		B- 2			11.673
		C- 3			12.249
		D- 4			12.872
		E- 5			13.506
73100	FINANCE OFFICE AIDE	A- 1			11.508
		B- 2			12.079
		C- 3			12.673
		D- 4			13.312
		E- 5			13.974
74300	PUB WORKS AIDE II N	A- 1			10.585
74310	WAREHOUSE ASSISTANT	B- 2			11.166
		C- 3			11.780
		D- 4			12.426
		E- 5			13.110
74560	LIBRARY SVCS AIDE N	A- 1			9.690
74570	LIB SVCS AIDE SUB N	B- 2			10.175
		C- 3			10.685
		D- 4			11.227
		E- 5			11.783
75000	CLD CARE AST TEACH N	A- 1			9.597
75010	C/C ASST TEACH SUB N	B- 2			10.082
		C- 3			10.588
		D- 4			11.118
		E- 5			11.664

PAYROLL SYSTEM  
TIME 3:26 PM

CITY OF SANTA FE SPRINGS  
SALARY TABLES BY UNIT

PAGE 3  
DATE 07-01-2014

BARGAINING UNIT: NB

CLASS	JOB TITLE	STEP	MONTHLY	BI-WEEKLY	HOURLY
75400	COMM SVCS LEAD I N	A- 1			9.650
		B- 2			10.075
		C- 3			10.636
		D- 4			11.171
		E- 5			11.733
75500	PUBLIC WORKS AIDE N	A- 1			9.144
75530	OFFICE AIDE N	B- 2			9.547
75550	AQUATICS AIDE N	C- 3			10.078
75580	COMM SVC FACILITY WK	D- 4			10.585
75590	FOOD SERVICE AIDE N	E- 5			11.117
78000	LITERACY ASSISTANT N	A- 1			15.276
		B- 2			16.116
		C- 3			17.001
		D- 4			17.938
		E- 5			18.923
79800	REC INSTRUCTOR	A- 1			30.053
79830	TEMPORARY APPOINTMENT	K-11			25.288
		M-13			8.738
		N-14			21.073
		P-16			18.264
		V-22			12.645
		X-24			9.832
79900	TEMP-ACCT CLERK III	O-15			25.100
79901	TEMP-ACCT CLERK III	P-16			49.714
79960	TEMP-NEW BUS INSP SP				



# City of Santa Fe Springs

City Council Meeting

July 3, 2014

## **NEW BUSINESS**

Approval of Memorandum of Understanding between the City of Santa Fe Springs and the City of Santa Fe Springs Firefighters Association (FFA)

### **RECOMMENDATION**

That the City Council: 1) Approve FY 2014-16 Memorandum of Understanding (MOU) with the FFA; and 2) Authorize the City Manager to execute said agreement.

### **BACKGROUND**

As of this writing, an agreement has not been reached between the City of Santa Fe Springs and the Santa Fe Springs Firefighters' Association. Staff is hopeful that a tentative agreement will be reached by July 3, 2014, for the City Council to approve.

*Thaddeus McCormack for*  
Thaddeus McCormack  
City Manager