

MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS EMPLOYEES ASSOCIATION

July 1, 2024 - June 30, 2027

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APPENDIX A

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, 2024 and June 30, 2027.

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 Appendix A. The City shall recognize its obligations under this MOU, the Meyers-Milias-Brown Act, 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. Association Dues Deduction

The City shall deduct from each paycheck of unit employees the regular [periodic] membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association. Such deductions shall be made only when the Association member's earnings for a pay period are sufficient after other legally required deductions are made. The Association hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Association.

The City shall remit the total amount of deductions to the Association within thirty (30) days of the date of the deduction. Any changes in the Association dues must be given to the City a minimum of fifteen (15) days prior to change to accommodate changes to payroll.

The Association shall indemnify the City from any claims relating to the City's compliance with this Dues Deduction provision, except for any claims arising from City's own negligence.

Section 6. 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.

Section 7. New Employee Orientation/Employee Information

New Employee Orientation

City will provide the Association with 10 calendar days advanced notice of all new employee orientations within the bargaining unit, unless it is unable to reasonably do so because of an unforeseeable urgent need critical to City operations. If such a case arises, the City will provide as much notice as possible to the Association, or make other arrangements for the Association to meet with the new employee. The Association will select its representative to meet with the new employee and that meeting will be conducted after completion of the Human Resources orientation. When selecting its representative, the Association will make reasonable efforts to **minimize disruption to**

the department operational needs.

The Association will be provided up to 30 minutes to discuss, among other things, the rights and obligations created by the MOU, the role of the Association, and to answer any questions that the new employee may have.

Employee Information

The City will provide the employee information it has on file in compliance with AB119 (name, job, title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home address) for all new hires within the bargaining unit within 30 days of hire, as well as for all employees represented by the Association at least twice per year and an additional one time per year upon the Association's request.

Notwithstanding the foregoing, pursuant to Government Code §3358 (in AB 119), an employee may opt out via written request to the City (copy to the Association) to direct the City to withhold disclosure of the employee's personal information: home address, home and personal cellular telephone numbers, and personal email addresses.

City may notify employee of the ability to opt out of disclosing personal information to the Association.

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, 2024, 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

The City and the Employees Association agree that each classification represented by this Agreement shall receive the following Cost of Living Adjustments (COLA), with the pay schedule referenced in Appendix A.

1. Effective the pay period that includes July 1, 2024, a four percent (4%) cost of living adjustment (COLA).
2. Effective the pay period that includes July 1, 2025, a two percent (2%) cost of living adjustment (COLA)
3. Effective the pay period that includes July 1, 2026, a two percent (2%) cost of living adjustment (COLA)

Section 3. Implementation of the Classification & Compensation Study

1. Effective the pay period that includes July 1, 2024, the new 10-step pay range from the compensation study will go into effect.
2. At that time, bargaining unit members will be placed on the step within the new 10 step pay range that is closest to, but not equal or lower than, their current rate of base pay.
3. Effective the pay period that includes July 1, 2024, and after bargaining unit employees have been placed upon their new step in the 10-step pay range, the entire pay range will increase by a 4% COLA and employees' base salaries will be adjusted accordingly.
4. Based on a satisfactory performance evaluation, bargaining unit employees will be eligible to advance to the next step within the 10-step pay range, on their anniversary/promotion date.

Merit Salary Adjustment:

Upon recommendation of the Department Director that an employee's performance has been above average/satisfactory, 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 merit upon completion of 6 months service each in Steps 1 and in Step 2 and 1 year service each in Steps 3 through 10. ~~and 4. (PPPM 2-2.1b)~~

Section 4. Special Assignment Pay – Bilingual

Bilingual pay will be paid to employees 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 for Spanish, Chinese, Tagalog, Vietnamese, and Korean is granted at the level needed for the position and as designated:

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

Section 5. Water Distribution and Treatment Pay The City shall pay a specified amount listed in the table below for those employees in the Water Division that meet the following certification eligibility requirements.

1. Must be current full-time employee in the Water Division.
2. Certification pay is limited to certifications required for promotional purposes to the next highest position.

When an employee is promoted, the certification pay will be removed for certifications required of the new position.

State Water Resources Control Board, Water Distribution License, Grade 2	\$150 per month
State Water Resources Control Board, Water Distribution License, Grade 3	\$150 per month
State Water Resources Control Board, Water Distribution License, Grade 4	\$150 per month
State Water Resources Control Board, Water Distribution License, Grade 5	\$150 per month

State Water Resources Control Board, Water Treatment Operator License, Grade 2	\$150 per month
State Water Resources Control Board, Water Treatment Operator License, Grade 3	\$150 per month
State Water Resources Control Board, Water Treatment Operator License, Grade 4	\$150 per month
State Water Resources Control Board, Water Treatment Operator License, Grade 5	\$150 per month

Section 6. Playground Safety Inspector Pay

The City shall pay \$100 per month to two (2) full-time designated Community Services Positions (Community Services Supervisor and Community Services Coordinator), who meet the certification eligibility requirements.

Section 7. Certified Arborist Pay

The City shall pay \$150 per month to three (3) full-time positions designated in the Public Works Grounds Division, who meet the certification eligibility requirements.

Section 8. 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 9. Longevity Pay

Longevity calculations for those hired prior to July 1, 2019, will include all full-time years of service plus all months of hourly/part-time service.

Longevity calculations for those hired into a full-time position after July 1, 2019, will be based on continuous full-time years of service only.

1. Full-time bargaining unit employees are entitled to the following longevity increments:
 - 2% at 10 years of service (completion of 9 years),
 - 2% at 15 years of service (completion of 14 years),
 - 3% at 20 years of service (completion of 19 years),
 - 2% at 25 years of service (completion of 24 years). Total cumulative rate of 9% at 25 years of service.
2. Effective the first pay period that includes July 1, 2024, all full-time bargaining unit employees with continuous service as a full-time City of Santa Fe Springs employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

Section 10. 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 11. 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*)

Effective July 1, 2020, an employee required to be available on Standby for emergency service on any day that is a regularly scheduled day off for that employee (not because of any leave other than Holiday leave) will be paid \$70.00 for each day they are required to be on standby.

Section 12. Call Back Compensation

Employees called back to work shall receive a minimum of four (4) hours pay. If a second call back of the same employee occurs within the four (4) 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 (4) hours pay. After three (3) hours of call back, all hours, including the first three (3) hours, 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 13. 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 agrees to match employee contributions into their deferred compensation plan (for a maximum of 3%). The match will be at a rate of 2:1. To receive the City's maximum 3% match, the employee must contribute 1.5%. Employee contributions less than 1.5% are matched by the City at a proportional 2:1 ratio.

Specifics concerning program application and investment options change periodically.

The most current information can be obtained from the Human Resources Office. (86-87, 88-89, 89-90, 90-91, 05-07 MOU, PPPM 2-5.1)

Section 14. Commercial Driver's License

The City shall pay a monthly \$100 pay differential to fifteen (15) Public Works Maintenance 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 15. Backflow Tester Certification

Employees with the Los Angeles County Certified Backflow Tester Certification shall receive 5.5% of their regular pay per month. Employees shall immediately notify their supervisor if they have lost their certification for any reason. The Director of Public Works has the authority to designate the number of personnel to receive the certification pay.

Section 16. Cost of Living Data

The parties will use the March to March Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area for purposes of cost of living analysis.

Article V. **Retirement Benefits**

California Public Employee's Retirement System (CalPERS) Coverage. All full-time employees covered by this MOU shall participate in the CALPERS retirement plan.

Section 1. For employees hired prior to November 19, 2012 (Classic Members/Tier 1), the City shall provide the CalPERS 2.7% @ age 55 retirement formula.

The City shall continue to provide CalPERS Classic Members with retirement benefits in accordance with the existing contract with CalPERS, and all amendments to the contract, including:

1. Retirement Benefit Formula - 2.7% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354.5).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service.
3. Employee Cost Share - The employee's eight percent (8%) 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 (Government Code Section 20516).
4. Employee Contribution – Full-time employees contribute eight percent (8%) of

- their salary (cost share) on a pre-tax basis to offset the City's cost in providing enhanced retirement benefits (Government Code Section 20516(f)). 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).
5. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
 6. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
 7. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code Section 20903).
 8. Military Service Credit as Public Service (Government Code Section 21024).
 9. Unused 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 (Government Code Section 20965).
 10. Final Compensation - The average full-time monthly pay rate for the highest 12 consecutive month period (Government Code Section 20042). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
 11. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
 12. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
 13. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.

Section 2. For employees hired between November 19, 2012 and December 31, 2012 (Tier 2), the City shall provide the CalPERS 2% @ age 55 retirement formula.

The City shall continue to provide CalPERS Tier 2 Members with retirement benefits in accordance with the existing contract with CalPERS, and all amendments to the contract, including:

1. Retirement Benefit Formula – 2% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service.
3. Employee Contribution – Full-time employees pay the seven percent (7%) member contribution.
4. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
5. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
6. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code Section 20903).
7. Military Service Credit as Public Service (Government Code Section 21024).
8. Unused 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 (Government Code Section 20965).

9. Final Compensation – The highest average annual compensation earnable by the member during the consecutive 36-month period of employment (Government Code Section 20037). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
10. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
11. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
12. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.

Section 3. For employees hired on or after January 1, 2013 and meeting the definition of "New Member" set forth in Government Code 7522.02(c), shall be *1*eligible for the retirement plan pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA).

The City shall provide CalPERS Members with retirement benefits in accordance with PEPRA, including:

1. Retirement Benefit Formula – 2% @ age 62 Formula for Local Miscellaneous Members (Government Code Section 7522.20).
2. To be eligible for service retirement, you must be at least age 52 and have a minimum of five years of CalPERS-credited service.
3. Employee Contribution – Full-time employees pay the member contribution of fifty percent (50%) of normal cost as determined by CalPERS.
4. Death Benefits - Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
5. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
6. Additional Service Credit of 2 years for Local Miscellaneous Members (Government Code Section 20903).
7. Military Service Credit as Public Service (Government Code Section 21024).
8. Unused 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 (Government Code Section 20965).
9. Final Compensation – The highest average annual compensation earnable by the member during the consecutive 36-month period of employment (Government Code Section 20037).
10. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
11. Death Benefit (Retired) - Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
12. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.

Section 4. 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 5. Hourly Benefited 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 hourly benefited 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. Hourly 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)*

Article VI. **Health and Other Insurance Benefits**

Section 1. Health Insurance

Full-Time Employees:

The City contracts with the California Public Employees' Retirement System (CalPERS) 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.

Medical Insurance Cap:

Effective January 1, 2024, the City's maximum contribution for medical insurance will be capped at \$2,250.07 per month.

- The medical cap for full-time employees will be adjusted January 1, 2025; January 1, 2026; January 1, 2027 to match the CalPERS-Kaiser (Region 3 rates for Los Angeles County).

Hourly Benefited Employees:

The City contracts with Kaiser Permanente for hourly 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.

The City's maximum contribution for medical insurance is capped at the USI-Kaiser Traditional HMO 2 party plan, effective, January 1, 2024, the rate is \$1,416.82 per month. Medical adjustments for future years for hourly benefitted employees will be based on agreed contract.

Retiree Medical:

An employee who is vested in CalPERS and retires from the City is eligible for medical coverage through the CalPERS Retirement Plan.

The City contribution to medical premiums for retirees, effective January 2024 is \$2,250.07 per month.

Medical Insurance Opt Out:

Requirements for a full-time employee to receive employer contributions that may be cashed out: Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an eligible opt-out arrangement requires the following in order for employees who opt-out of employer-provided health coverage to receive cash in lieu:

- a. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (i.e. individuals for whom the employee expects to claim a personal exemption deduction) has or will have the minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
- b. Employee must provide proof of coverage by completing the Health Insurance Waiver Form.
- c. Employee must provide proof of coverage every plan year, by completing a new Health Insurance Waiver Form to which the eligible opt-out arrangement applies; and
- d. The opt-out payment cannot be made if the City knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will have the alternative minimum essential coverage.

- Full-time employees qualified to waive/opt-out of medical coverage shall receive 80% of the monthly CalPERS-Kaiser (LA region 3) rate, as follows. Based on eligibility. The amount will be paid to the employee as taxable earnings. The 80% medical opt-out will also be adjusted based on revised medical rates.

FULL-TIME EMPLOYEES		
COVERAGE TYPE	2024 MONTHLY RATE	80% OF MONTHLY RATE
SINGLE PARTY	\$865.41	\$692.328
TWO PARTY	\$1,730.82	\$1,384.656
FAMILY	\$2,250.07	\$1,800.056

- Hourly benefited employees qualified to waive/opt-out of medical coverage shall receive 80% of the 2024 monthly USI-Kaiser (traditional HMO) rate, as follows. Based on eligibility. Medical adjustments for future years for hourly benefited employees will be based on agreed contract.

HOURLY BENEFITED EMPLOYEES		
COVERAGE TYPE	2024 MONTHLY RATE	80% OF MONTHLY RATE
SINGLE PARTY	\$708.41	\$566.728
TWO PARTY	\$1,416.82	\$1,133.456
FAMILY	\$2,004.80	\$1,603.84

Section 2. Dental Insurance

The City contracts with Delta Dental to provide dental benefits to all full-time and hourly benefited employees and eligible dependents. An open enrollment period is held annually to permit employees to change plans and add/delete dependents. Retired full-time employees may continue dental coverage for self, spouse and 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:

The City offers Delta Care and Delta Premiere options. Employees who elect enrollment

in the Delta Premiere plan will contribute \$50 per month towards the dental insurance premium. Employees who elect enrollment in Delta Care pay no contribution toward dental insurance premium.

Hourly Benefited Employees:

The City offers and pays the dental insurance premiums for Delta Care dental coverage for the employee and eligible dependents.

Section 3. Vision Plan

The City has established a vision care plan for full-time employees, spouses, registered domestic partners and dependents up to the age of 26, consistent with the Affordable Care Act (ACA). There is a \$20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is \$450 per fiscal year; the spouse, registered domestic partner and other dependents are capped at \$400 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)*

Section 4. Life Insurance

The City pays the premium cost for each full-time employee to receive Basic Life and Accidental Death & Dismemberment (AD&D) insurance under a group policy. The basic amount specified in the group contract is \$75,000. Employee members may elect additional life insurance and 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 the Human Resources office. *(PPPM 2-3.4a)*

Section 6. Physical Examination

Full-time and hourly benefited 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 hourly 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 hourly 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; PPM 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 hourly 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; PPM 6-5*)

Section 4. Holidays

The following are observed City holidays:

- | | |
|---|-----------------------------|
| • New Year’s Day | January 1 |
| • Dr. 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 |
| • Juneteenth National Independence Day | June 19 |
| • 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 | December 24 |
| • Christmas Day | December 25 |
| • Every day appointed by the President or Governor as a holiday | |

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

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. Hourly 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. California 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 grandparents, grandchildren, and siblings, as well as children, parents, spouse or domestic partner 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 hourly 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 hourly 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>1st through 15th</u>	<u>16th 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 15th of the month, the anniversary month is the month hired; if hired after the 15th of the month, the anniversary is the month following.

Benefited hourly 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 hourly 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 320 vacation hours in their vacation bank. Once this balance has 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*)

Vacation Cash-Out

An employee may cash-out vacation leave hours once per fiscal year, at straight time rates, up to a maximum of 100 hours. An employee must retain a minimum balance of 40 hours in their vacation bank at the time of the cash-out. The cash-out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.

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 hourly 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 Office, regarding the determination of a catastrophic event. The City 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 shall be eligible for tuition advancement or reimbursement of pre-approved education or professional development expenses up to the maximum of \$4,000 per fiscal year. Eligible fees include tuition and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable. The employee must complete the course(s) listed on the tuition reimbursement agreement with a passing grade of "C" or better or pass/fail. 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). (*Res. #5969, X.3; 1977, 95-96 MOU; PPPM 9-1.2*)

There is no tuition reimbursement for hourly benefited 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. Employee Personal Computer Purchase Plan

Any (non-probationary) full-time employee or hourly 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 4. 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 5. Employee Assistance Program

The City provides an Employee Assistance Program (EAP) for full-time employees. Employees contact the EAP provider confidentially on an as-needed basis.

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 hourly 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 Office 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 hourly 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 perpetrated 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; PPPM 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) (PPPM 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. Library and Cultural Services personnel
2. Public Safety Officers
3. Recreation personnel
4. 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 9. 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 10. 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 11. 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 12. 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 13. No Smoking in City Vehicles

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

Section 14. Driver's License

Designated employees required to drive City vehicles in the line of duty will be enrolled in an DMV Employer Pull Notice Program. Enrollment in the Pull Notice 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 Commercial 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 commercial 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 15. 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 16. 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 17. 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. Hourly/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)

Section 4. Lay-off Procedures

The parties agree to discuss during the term of this MOU.

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 supersede 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.

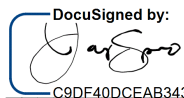
Section 5. Parity

The City agrees to reopen this agreement, if 1) any other bargaining unit receives any benefit(s) greater to that which is contained in this agreements.

Section 6. 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


DocuSigned by:

 C9DF40DCEAB3434...

Jay Sarno, Mayor

6/5/2024

Date

Santa Fe Springs Employees Association

DocuSigned by:

 3541C870D8F64D7...

Richard C. Brown, President

6/5/2024

Date

APPENDIX A

JOB TITLES	
Account Clerk	Mechanic I
Administrative Assistant	Mechanic II
Assistant Civil Engineer	Media and Communication Specialist
Assistant Planner	Public Safety Officer Supervisor
Associate Civil Engineer	Public Safety Program Coordinator
Associate Planner	Public Works Inspector
Building Permit Technician	Public Works Maintenance Worker
Civil Engineering Assistant	Senior Account Clerk
Civil Engineering Technician	Senior Building Permit Technician
Code Enforcement Supervisor	Senior Bus Driver
Community Services Program Coordinator I	Senior Facilities Maintenance Specialist
Community Services Programs Coordinator II	Senior Management Analyst
Community Services Supervisor	Senior Planner
Electrician	Senior Public Safety Officer
Electrician Assistant	Senior Public Works Maintenance Worker
Executive Assistant	Senior Social Services Case Manager
Facilities Maintenance Specialist	Senior Water Utility Worker
Facilities Maintenance Supervisor	Social Services Case Manager
Fire Equipment Mechanic	Streets Maintenance Supervisor
Fleet Maintenance Supervisor	Systems Analyst
Grants Analyst	Traffic Engineer
Grounds Maintenance Supervisor	Traffic Signal and Lighting Supervisor
Human Resources Technician	Traffic Signal and Lighting Technician I
Information Technology Specialist	Traffic Signal and Lighting Technician II
Lead Account Clerk	Traffic Signal and Lighting Assistant
Lead Bus Driver	Transportation Supervisor
Lead Facilities Maintenance Specialist	Warehouse and Purchasing Specialist
Lead Public Safety Officer	Water Meter Reader
Lead Water Utility Worker	Water Quality & Backflow Cross Connection Specialist
Librarian I	Water Systems Operator
Librarian II	Water Utility Supervisor
Librarian II Technical Services	Water Utility Worker
Librarian III	Youth Intervention Case Worker
Management Analyst	Youth Intervention Program Supervisor
Mechanic Assistant	