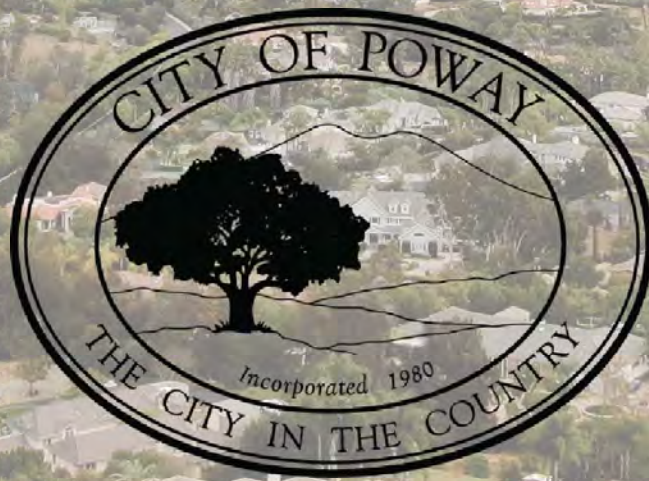


MEMORANDUM OF UNDERSTANDING



Between the City of Poway
AND
The Non-Safety Employees

July 1, 2021 - June 30, 2027

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
CITY OF POWAY
AND THE
NON-SAFETY EMPLOYEES BARGAINING UNIT
(TEAMSTERS, LOCAL 911)

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MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
CITY OF POWAY
AND THE
NON-SAFETY EMPLOYEES BARGAINING UNIT
(TEAMSTERS, LOCAL 911)

This is the Memorandum of Understanding as provided for in the California Government Code Sections 3500 through 3510, which is also known as the Meyers-Milias-Brown Act. This Memorandum is hereinafter referred to as the Agreement between the City of Poway and representatives chosen by the majority of the members of the non-safety unit hereinafter referred to as the Bargaining Unit Representatives.

This Agreement shall become effective when adopted by the City Council of the City of Poway.

Article 1. General

Section 1 - Purpose

This agreement recognizes the Bargaining Unit Representatives as the majority representative of all full-time and part-time, regular, non-management and non-confidential employees of the City, excluding the safety personnel, and represents the unit for the matters within the scope of meet and confer, and the Bargaining Unit Representatives accept the duty of fair representation in meet and confer and under this Agreement.

Section 2 - Scope

Meet and confer is limited to wages, hours, and other terms and conditions of employment, and shall not include any items not covered by this Agreement or adopted by reference in this Agreement or any subject preempted by Federal or State law. Amendments to this Agreement that are within the scope of meet and confer shall require prior meet and confer between the Bargaining Unit Representatives and the City.

Section 3 - General Provisions

A. City Employer-Employee Relations Resolution

The Bargaining Unit Representatives herein adopt by reference the City Employer-Employee Relations Resolution in its present form and as it may be from time to time amended by the City Council.

B. Construction

The rights, powers and authority of the City Council in all matters shall not be modified or restricted except as provided for in this Agreement. In interpreting the language of this Agreement, first the plain meaning of the language shall prevail. If the parties cannot agree on the plain meaning of the language, then the intent of the parties shall be considered; then the trade or industry usage of the language shall be considered.

C. City Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, committees, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine the methods, means and personnel by which operations are to be conducted; set work schedules; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

D. New Employee Orientation

The City will comply with Government Codes 3555-3559 regarding Public Employee Communication. All new hires in a represented bargaining unit shall be informed by Human Resources, at the time of new hire orientation, that a union agreement is in effect for their classification. The employee shall be provided a copy of the Memorandum of Understanding.

The City and the Union recognize the City has an obligation to provide the Union at least 10 days' advance notice of a new employee orientation. However, the Union will accept notice from the City by email within one working day of the start date of all new hires that fall within the bargaining unit.

If the new hire chooses to meet with the Union, the City will provide thirty (30) minutes of release time for both the new hire and the Union Representative to complete a Union orientation. The release time for the Union orientation will be scheduled after the pre-scheduled time for the new employee orientation. The City's Human Resources Department will coordinate the meeting for the Union orientation with the new hire's department and union representative. Also, Human Resources will schedule the union orientation at the end of the new hire orientation or no later than the first three (3) days from the new employee's start date.

E. Employee Rights

The City will make every effort to ensure that the rights of employees are protected.

F. City Procedures

The Bargaining Unit Representatives recognize and hereby adopt by reference the following City procedures:

1. Unit Determination

The City reserves the privilege of establishing units for meet and confer.

2. Jurisdictional Disputes

In the event of jurisdictional disputes between competing employee organizations or unit claims, the employees of all units shall continue working under the agreement in force at the time.

3. Awards

Service Recognition and Special Awards shall be granted or not granted at the discretion of the City Manager and/or City Council.

4. Time Spent for Union Activity

Consistent with Government Code section 3505.3, the City will allow a reasonable number of Bargaining Unit representatives a reasonable amount of time off without loss of compensation or other benefits when they are participating in any one of the following activities:

1. Formally meeting and conferring with representatives of the City on matters within the scope or representation;
2. Testifying or appearing as the designated representative of the Bargaining Unit in conferences, hearings, or other proceedings before the Public Employment Relations Board; or
3. Testifying or appearing as the designated representative of the Bargaining Unit in matters before the grievance officer.
4. Based upon the operational needs of the City, as determined with prior approval of the department Director, the City will authorize reasonable time off for up to five (5) designated stewards to attend a one-day Union seminar once a year. The Union agrees to provide three weeks advanced notice to the City of the date of the seminar.

The Bargaining Unit shall provide reasonable advanced notification to the City requesting a leave of absence for the reasons set forth above. Employees shall not perform Association business during paid City time unless leave has been approved consistent with this section.

5. Access to Work Location

Bargaining Unit Representatives of Employee Organizations may be allowed reasonable access to work locations only after they have obtained permission of the City Manager or their designee. Employee Bargaining Unit Representatives must advise supervisors in advance of time they will be away from their regular job duties for approved, scheduled employee organization business as provided under Section F, City Procedures.

6. Use of City Facilities

Employee organizations may, with prior approval of the City Manager or their designee, be granted the use of City facilities during nonworking hours for meetings of City employees, provided space is available and provided further, such meetings are not used for organizational activities or membership drives of City employees.

7. Availability of Data

The City will make available to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth herein and in the California Government Code.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment for reasonable costs, where applicable.

Information that shall be made available to employee organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries but shall not be made available in such form as to disclose the source.

Nothing in this procedure shall be construed to require disclosure of the following:

- a. Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to City Policy.
- b. Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record.
- c. Records pertaining to pending litigations to which the City is a party or to claims or appeals that have not been settled.

Nothing herein shall be construed as requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the City.

8. Bulletin Board Space and City's Email System

The City shall make available bulletin board space on existing bulletin boards designated for general employee information for the use of the employee organization in posting notices, following approval of the City Manager or their designee. The City and Union agree to the following list of locations:

- a. City Hall bulletin boards at the North and South first floor employee entrances.
- b. Public Works Administration Building, employee break room
- c. Public Works Operations Center
- d. Water Treatment Plant
- e. Community Park, employee break room
- f. Lake Poway, employee break room

The City shall allow limited use of the City's email system to notify members of bargaining unit meetings. All notices are to be provided to the Human Resources & Risk Management Director for pre-approval. Once approved, the City's email system may be used.

G. Layoffs

The City agrees to meet with the Bargaining Unit Representatives 30 days prior to issuance of any layoff notices for the purpose of conferring over the impact and implementation of said layoffs and to discuss alternatives and options. However, the City Manager shall retain the final decision with respect to the classifications and number of employees to be laid off.

Article 2. Severability and Savings

If any portion of this Agreement, or the application of such portion to any person or circumstance, shall be invalidated by judicial or legislative action, the remainder of this Agreement, or the application of such portion to persons or circumstances other than those as to which it is invalidated shall not be affected thereby and shall remain in full force and effect.

Article 3. Sympathy Action

During the term of this Agreement, neither the Bargaining Unit Representatives nor any person or persons covered by this Agreement shall engage in any sympathy action or action of any type in support of any other unit or units, person or persons, or employee organizations not having an Agreement in effect with the City.

Article 4. Duration of Agreement

This entire Agreement shall commence at 12:00 a.m. on July 1, 2021, and terminate at 11:59 p.m. on June 30, 2027.

At the expiration of this Agreement, in whole or in part and in the absence of a new agreement, this unit and the City agree to continue operating under the provisions of this Agreement until such time as a new agreement is reached, provided, however, that it has been agreed that the new agreement will be retroactive to the expiration of this Agreement.

Article 5. Wages

Year 1

A cash stipend in the amount of Seven Thousand Five Hundred Dollars (\$7,500) shall be paid in one payment in the first full pay period after ratification of the terms of a successor MOU by Teamsters and approval by the City Council. In order to receive the one-time payment, the employee must be employed on the last day of the first full pay period after ratification of the terms of the successor MOU by Teamsters and approval by the City Council. The stipend shall be prorated for part-time, regular employees based on their FTE. For example, a part-time, regular employee with .50 FTE will receive 50% of the stipend payment at the same time as full-time regular employees. Any part of the stipends which equates to six percent (6%) or less of the employee's salary paid to Classic employees of Tier 1 & 2 will be reported to CalPERS. This stipend is not reportable to CalPERS for PEPRA employees.

Employees who are hired after the first stipend payment will receive a prorated portion of the stipend payment based on the remaining pay periods in the fiscal year.

Employees may have all or a portion of either stipend deposited to their MissionSquare 457 account upon following proper notification guidelines provided by the Human Resources or Finance departments, up to the maximum IRS allowable amount.

Year 2

A cash stipend in the amount of Seven Thousand Five Hundred Dollars (\$7,500) shall be paid in one payment in the first full pay period in July 2022. In order to receive the one-time payment,

the employee must be employed on the last day of the first full pay period in July 2022. The stipend shall be prorated for part-time, regular employees based on their FTE. For example, a part-time, regular employee with .50 FTE will receive 50% of the stipend payment at the same time as full-time regular employees. Any part of the stipends which equates to six percent (6%) or less of the employee's salary paid to Classic employees of Tier 1 & 2 will be reported to CalPERS. This stipend is not reportable to CalPERS for PEPRA employees.

Employees who are hired after the Year 2 stipend payment is made will receive a prorated portion of the stipend payment based on the remaining pay periods in the fiscal year.

Employees may have all or a portion of either stipend deposited to their MissionSquare 457 account upon following proper notification guidelines provided by the Human Resources or Finance departments, up to the maximum IRS allowable amount.

Year 3

Effective at the beginning of the first full pay period in July 2023, an across the board salary increase of 3% will be provided to all employees in the bargaining unit.

Year 4

Effective at the beginning of the first full pay period in July 2024, an across the board salary increase of 5% will be provided to all employees in the bargaining unit.

Year 5

Effective at the beginning of the first full pay period in July 2025, an across the board salary increase of 5% will be provided to all employees in the bargaining unit.

Year 6

Effective at the beginning of the first full pay period in July 2026, an across the board salary increase of 5% will be provided to all employees in the bargaining unit.

Article 6. Leaves

Section 1 - Vacation

A. Computing Annual Vacation Leave

All employees in the unit shall be entitled to vacation leave with pay from date of hire, with pre-approval from the employee's supervisor.

Annual vacation leave shall be computed, each pay period, in accordance with the following schedule:

Years of Continuous Employment	Full-Time	Three-Quarter Time	Half-Time
0 through 5 years	3.692 hours	2.77 hours	1.846 hours
After 5 years	4.615 hours	3.46 hours	2.308 hours
After 10 years	5.538 hours	4.15 hours	2.769 hours
After 15 years	6.462 hours	4.85 hours	3.231 hours

B. Vacation Leave Accrual

Employees in the Bargaining Unit will be allowed to accumulate vacation time to a maximum of 200% of one year's accrual. When an employee's vacation leave accrual reaches the maximum level, the employee will stop accruing additional vacation leave until such time as the employee uses vacation leave below the maximum level. At that time, the employee will begin accruing additional leave from that point forward.

Employees who have reached maximum accrual can request a review by their department Director in the event a vacation request is denied. The department Director shall be the final level of appeal. The Director shall not unreasonably withhold approval.

C. Use of Vacation Time

The times at which an employee may take vacation shall be determined by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City.

In the event one or more holidays fall within a vacation leave period, such holidays shall not be charged as vacation leave.

An employee may elect to use accrued vacation for scheduled medical or dental appointments, evaluations, treatments, or associated activities.

D. Payout of Vacation Leave

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned, as required by law.

Employees may choose to receive accrued vacation in cash or deposit the value into the employee's MissionSquare 457 account within the limits and maximums defined by the MissionSquare plan.

Section 2 - Sick Leave

A. Sick Leave Use

Sick leave shall be allowed for the following qualifying reasons:

- For the employee's own illness or injury.

- For the employee's own diagnosis, care, or treatment of an existing health condition; or preventative care, including medical and dental appointments.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including: parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling.
 - In accordance with California Kin Care Law, regular employees may use available Family Sick Leave (FSL) to care for a family member. If FSL is exhausted, employees must use other available accrued leave (e.g. vacation).
- To obtain relief or services related to being the victim of domestic violence, sexual assault, or stalking, including the following, with appropriate certification of the need for such services:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as the result of an act of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If an employee's sick leave balance is exhausted, another paid leave (e.g. vacation, comp. time) will be used.

Employees must use available sick leave for the first thirty days of a long-term personal illness, injury or disability.

B. Sick Leave Accrual

All probationary and regular employees shall accrue sick leave, bi-weekly, at a rate of 3.69 hours for full-time, 2.77 hours for three-quarter time, and 1.85 hours for half-time employees. Accumulation of sick leave shall be unlimited.

Employees will not accrue sick leave while on leave-without-pay status.

C. Family Sick Leave

An employee may use half of their annual accrued sick leave, which equates to 48 hours for full-time, 36 hours for three-quarter time, and 24 hours for half-time, each fiscal year to care for a parent, parent in-law, child, spouse, domestic partner, grandparent, grandchild or sibling. Employee must notify their supervisor in advance, if possible, when such leave is being taken and so note in the comments section on their time card as well as on a Leave Request, if done in advance. An employee cannot use personal sick leave in place of Family Sick Leave and must use other available accrued leave when Family Sick Leave is exhausted. Family Sick Leave is part of the employee's overall sick leave accrual; it is not an additional leave accrual.

D. Notification

In order to receive compensation while absent on sick leave, the employee shall provide notification to their department in the manner established by the department Director prior to or within two hours after the time set for the beginning of duties.

An employee who is required to open facilities for the public or who is required to arrive to work and relieve another single employee on duty shall call in within one hour prior to the beginning of the work shift.

Certification by the employee's physician may be required in order to receive approval for sick leave over three working days at one time if an abuse of sick leave is suspected, or if an unusual pattern of use has been documented and the employee has been formally counseled regarding the pattern. This requirement is at the discretion of the department Director with approval from the Human Resources & Risk Management Director.

In the event an employee does not have a sufficient amount of accumulated sick leave to receive full compensation while absent due to a qualifying reason, other accumulated leaves must be used before the employee goes to a leave without pay status. Leave without pay may only be granted in accordance with the Personnel Rules.

E. Worker's Compensation Illness or Injury

Sick leave shall be used for on-duty hours used for medical evaluations, treatments, or other medical related activities associated with a worker's compensation illness or injury. If the employee's sick leave balance is exhausted, another paid leave (e.g., vacation, comp. time) will be used in its place.

F. Annual Conversion of Sick Leave

In the last full pay period of the fiscal year, an employee must convert sick leave to cash under the following conditions:

1. After conversion, employee must have a minimum balance of 168 hours of sick leave.
2. The full-time employee has used 32 hours or less of sick leave in the immediately preceding 12 months. The regular part-time employee has used 24 hours or less of sick leave for three-quarter time and 16 hours or less of sick leave for half-time in the immediately preceding 12 months.
3. An employee must convert 50% of the annual sick leave accrual, less sick leave used in the immediately preceding 12 months, up to a maximum of 40 hours. Sick leave use includes use of family sick leave.

Example: employee used 16 hours in preceding 12 months
96 hours of annual accrual x 50% = 48 hours
48 hours - 16 used = 32 hours converted to cash

G. Retirement Health Savings Plan (RHSP)

1. Regular full-time and part-time employees that satisfy the provision contained in Article 6,

Section F(2) must contribute 50% of their annual sick leave conversion to a Retirement Health Savings Plan as a cash deposit (e.g., an employee that is eligible to convert 40 hours of sick leave would receive the equivalent of 20 hours in cash and the equivalent of 20 hours would be contributed to their Retirement Health Savings Plan as a cash deposit).

2. Any fees related to the RHSP will be paid by employees.
3. The annual RHSP contribution shall take place in the last full pay period of the Fiscal Year.
4. In the event of an employee's death, if the employee is a participant in the RHSP and does not have a surviving spouse or surviving IRS qualified dependent/s, the employee's Retirement Health Savings account balance shall remain in the trust (i.e., RHSP) to be allocated among all RHSP Non-Safety Employee participants. The allocation will be on a pro-rata share, based upon RHSP Non-Safety Employee participant account balances.

H. Payout of Sick Leave

After five years of continuous employment with the City and upon retirement, an employee will receive compensation for unused sick leave as follows:

1. Upon retirement, an employee will receive 50% of all sick leave hours accrued and not used in the form of a deposit to their Retirement Health Savings Plan account. Payout of sick leave shall be provided on a graduated scale for employees who retire, based on years of service as follows:
 - a. An employee who retires after 5-9 years of service will receive 50% cash-out, with a cap of \$6,915.84 beginning July 1, 2021 and \$7,054.15 beginning July 1, 2022.
 - b. An employee who retires after 10-14 years of service will receive 50% cash-out, with a cap of \$9,221.13 beginning July 1, 2021 and \$9,405.55 beginning July 1, 2022.
 - c. An employee who retires after 15-19 years of service will receive 50% cash-out with a cap of \$11,526.40 beginning July 1, 2021 and \$11,756.94 beginning July 1, 2022.
 - d. An employee who retires after 20 or more years of service will receive 50% cash-out with a cap of \$12,102.73 beginning July 1, 2021 and \$12,344.78 beginning July 1, 2022.
 - e. Each cap will increase by the same percentage as across-the-board wage increases beginning with the July 1, 2023 wage increase and as outlined in the table below:

	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	3.0%	5.0%	5.0%	5.0%
5-9 years	\$ 7,265.78	\$ 7,629.07	\$ 8,010.53	\$ 8,411.05
10-14 years	\$ 9,687.72	\$ 10,172.11	\$ 10,680.71	\$ 11,214.75
15-19 years	\$ 12,109.64	\$ 12,715.13	\$ 13,350.88	\$ 14,018.43
20+ years	\$ 12,715.13	\$ 13,350.88	\$ 14,018.43	\$ 14,719.35

2. Upon leaving City employment for reasons other than retirement, full-time employees will receive 50%, three-quarter time employees will receive 37.5%, and half-time employees will receive 25% of all sick leave hours accrued and not used. Calculations will be at the employee's rate of pay at the time of termination and payout will not exceed \$2,000 for full-time employees, \$1,500 for three-quarter time employees, or \$1,000 for half-time employees.
3. Upon the death of an employee, compensation for unused sick leave shall be at the same rate as the retirement benefit. Payment shall be made to the employee's designated beneficiary.

Section 3 - Holidays

A. Designated Holidays

The holidays for employees in this unit are as follows:

Holiday	Date
New Year's Day	January 1
Martin Luther King Day	3 rd Monday - January
President's Day	3 rd Monday - February
Memorial Day	Last Monday - May
Independence Day	July 4
Labor Day	1 st Monday - September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday - November
Day after Thanksgiving	4 th Friday - November
Christmas Day	December 25

Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday. To be eligible for holiday pay, an employee must be in a paid status in the pay period that includes the holiday.

B. Additional One-Time Designated Holidays

The following holidays will be observed as additional one-time designated holidays:

- Year 1: Thursday, December 23, 2021 (in exchange for the 8 hours of flex credit from Friday, December 24, 2021 which is a dark Friday)*
- Year 2: No additional one-time, designated holidays (Christmas is on Sunday – observed on Monday, December 26, 2022; New Year's Day is on Sunday - observed on Monday, January 2, 2023)
- Year 3: No additional one-time, designated holidays (Christmas is on a Monday – City Hall will be closed; New Year's Day is also on a Monday – City Hall will be closed)

Year 4: Monday, December 23, 2024, and Tuesday, December 24, 2024 (City Hall is closed Friday, December 20, 2024.)

Year 5: Friday, December 26, 2025

Year 6: No additional one-time, designated holidays (Christmas is on a Friday and New Year's Day is on a Friday)

*In Year 1, the observed and designated holidays will be Thursday, December 23, 2021 and Saturday, December 25, 2021. Friday, December 24, 2021 is a dark or closed Friday and will not be an observed or designated holiday due to the exchange of flex hours to be closed on Thursday, December 23, 2021. Holiday pay will not be paid on Friday, December 24, 2021 to employees who are not a flex schedule or on an opposite flex schedule.

C. Holiday Pay

1. The City will pay full-time employees nine hours for each Designated Holiday for those employees whose regular work schedule is a nine-hour workday. For holidays falling on a Friday, holiday pay shall be eight hours for full-time employees. Holiday pay will remain at eight hours for any full-time employee whose regular work schedule is an eight-hour workday.
2. Three-quarter time employees shall receive 6 hours of holiday pay and half-time employees shall receive 4.5 hours of holiday pay, whether on or off duty, on a Designated Holiday. To be eligible for holiday pay, an employee must be in a paid status in the pay period that includes the Designated Holiday.

Payment of two times the employee's regular rate of pay shall be paid for all hours worked on a Designated Holiday for full-time and three-quarter time employees.

3. If a Designated Holiday falls on an employee's regular day off, or on a day that City Hall is closed (i.e. dark Friday), the full-time employees will receive eight (8) flex day accrual hours, which can be used in one-hour increments following the pay period in which it is received. Employees in the Bargaining Unit will be allowed to accumulate flex day accrual hours up to a cap of 24 hours. Once the cap is reached, an employee will not receive additional flex day accrual hours until such time as the employee uses flex day accrual hours below the cap.
4. A Water Treatment Plant Operator who works a Designated Holiday will be paid two times their regular rate of pay for the first eight hours of holiday worked. This overtime compensation will be paid in cash only; compensatory time off (CTO) cannot be earned for time worked on a Designated Holiday.
5. Other than as noted for Water Treatment Plant Operators in paragraph (C) 4. of this Section, employees may request time off in lieu of pay for a holiday worked. The times at which an employee may take their holiday in lieu shall be approved by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City. The employee will continue to receive holiday pay for the holiday worked.

6. In addition to pay for hours worked, employees in this unit shall be paid holiday pay, whether on or off duty, on a Designated Holiday.

Section 4 - Benefit Day Hours

In addition to provisions for vacation, sick leave, and holidays set forth elsewhere herein, employees covered by this MOU shall be entitled to 18 benefit day hours for full-time employees, 13.5 benefit day hours for three-quarter time employees, and 9 benefit day hours for half-time employees, each fiscal year. Benefit day hours will be prorated based upon an employee's hire date. Half of the benefit day hours are for Cesar Chavez Day which will remain as an unscheduled benefit day until 10 other cities in San Diego County close their offices in observance of this day, at which time it shall be observed as a fixed holiday on the day so designated. If Cesar Chavez Day becomes a fixed holiday as described herein, the number of benefit day hours shall be reduced to half – 9 hours for full-time employees, 6.75 hours for three-quarter time employees, and 4.5 hours for half-time employees.

Benefit day hours will be prorated based on the remaining pay periods in the fiscal year upon a new employee's hire date.

The times at which an employee may use benefit day hours shall be determined by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Benefit day hours may be taken in one-hour increments. If not taken by the end of the second pay period in June, any remaining benefit day hours shall be forfeited. Employees who terminate employment shall be paid in a lump sum for the value of any remaining benefit day hours.

Section 5 - Bereavement Leave

In the event of a death in the family, regular and probationary employees shall be eligible for time off with pay to attend the funeral or make funeral arrangements, subject to the provisions listed below. Full-time employees are eligible for up to 40 hours, three-quarter time employees are eligible for up to 30 hours, and half-time employees are eligible for up to 20 hours.

- A. The relatives designated shall include child, parent, spouse, sibling, grandparent, grandchild, and domestic partner. It shall also include "in-law" relatives and those relationships generally called "step".
- B. Bereavement leave is not compensable when the employee is on leave of absence, bona fide layoff, or for days falling outside the employee's regular work period.
- C. All requests for bereavement leave shall be made in writing as soon as practical but in no event later than the first day back to work and shall be subject to approval of the employee's supervisor and/or manager.

Section 6 - Jury Duty

Employees shall be compensated at their base hourly rate of pay for serving jury duty during the employee's scheduled work hours. The duration of jury duty and hours to be compensated shall be in accordance with City policy and the Personnel Rules.

Article 7. Payroll and Work Week

Section 1 - General

A. Regular Paydays

Regular paydays are designated as every other Friday for the two-week period ending the previous Sunday. In no event shall the City advance pay, including pay for earned vacation, without the prior written approval, on a case-by-case basis, by the City Manager.

For employees regularly working less than 40 hours in one week, or designated as part-time employees, the regular number of working or duty hours in a work week shall be that number of hours for which they are scheduled to work.

B. Hours of Work

1. All employees are required to record their time using standard, not military, time.
2. Employee time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time.
3. 9/80 Work Schedule

The 9/80 work schedule shall be defined as working eight (8) nine (9) hour days and one (1) eight (8) hour day in a two-week pay period, totaling forty hours in each FLSA work week. For all employees working a 9/80 schedule, their designated FLSA work week shall begin exactly four hours after the start time of the employee's eight-hour shift on the day of the week that corresponds with the employee's alternating day off.

C. Community Services Work Schedule

Work schedules for Community Services employees and Public Works employees in the Park Maintenance Worker classifications will be posted every Monday by 8:00 a.m., seven days prior to the day the schedule begins the following Monday.

Requests for vacation or compensatory time off must be received in writing by the employee's supervisor or their designee two weeks or 14 days prior to posting of the employee schedule. Leave requests will be acknowledged in writing by the department.

Employees may be called in to work other than for scheduled hours due to sick leave, emergency leave or unavailability of a scheduled employee. Such additional work will be paid at straight time except as otherwise required in the MOU.

Employees whose hours are changed as the result of an error or oversight in the posted schedule shall receive overtime pay for all hours that fall outside the originally scheduled hours. An employee's hours cannot be changed once the schedule is posted in order to avoid payment of additional overtime.

D. Part-Time Work Hours Eligibility Requirements

All regular part-time employees are required to work no less than 18 hours per week. If a regular part-time employee is unable to work any portion of their 18-hour schedule, they must submit the appropriate leave hours to account for the number of hours that they are unable to work. This procedure mirrors that applied to full-time employees and is only intended to address qualifying reasons for the use of paid sick leave and/or the occasional unexpected or planned time-off requests; employee shall not attempt to establish a regular practice of applying leave hours to meet the 18 hour per week requirement. For example, if an employee prefers only to work 12 of their scheduled 18 hours in a given week, they cannot simply use 6 hours of vacation leave in order to meet the required 18 hours. If a regular part-time employee exhausts their leave hours and is unable to work their full 18-hour schedule, their leave accruals will be prorated based solely on their actual hours worked for the pay period. Leave without pay may only be granted in accordance with the Personnel Rules.

Section 2 - Overtime

No employee may work overtime without advance approval, with the exception of an employee assigned as the Emergency Response Technician (ERT), as long as the ERT policy is followed. Employees who do not secure prior approval may be subject to disciplinary action pursuant to established guidelines for discipline.

Hours worked on Sundays and Designated Holidays, as defined in Article 6, Section 3, which fall outside of an employee's regular work schedule, shall be paid at double the employee's base hourly rate of pay.

Employees in this unit shall be paid one- and one-half times (1.5) their hourly rate of pay for all hours worked beyond their regularly scheduled hours in one work week.

Part time employees in this unit shall be paid one and one-half (1.5) times their hourly rate of pay for all hours worked beyond 40 hours in one work week.

Water Treatment Plant Operators shall be paid overtime at one- and one-half times (1.5) their base hourly rate of pay for all hours worked in excess of 40 hours in a work week. The work week for filtration plant employees begins at 12:00 a.m. on Sunday morning and continues through 11:59 p.m. on the following Saturday night.

A minimum of two hours pay, at the rate of one- and one-half times (1.5) the base hourly rate of pay, shall be paid for each incident of callback overtime. Callback overtime is unscheduled overtime as opposed to scheduled overtime or an early start or extended shift. Scheduled overtime is not subject to the two-hour minimum of pay.

For the purpose of computing overtime, hours of paid leave and holiday pay shall be considered as hours worked.

Section 3 - Compensatory Time-Off (CTO)

A. CTO Accumulation and Use

An employee wishing to use their accrued compensatory time off shall provide the City with reasonable notice. Reasonable notice is defined as at least ten (10) days. If reasonable

notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use compensatory time-off without reasonable notice may still be granted within the discretion of the supervisor, manager, assistant director or director responsible for considering the request. Compensatory time-off, in lieu of overtime, shall be taken as one and one half (1.5) hours off for each overtime hour worked. The maximum accumulation of compensatory time-off shall be 80 hours.

1. In the event an employee accrues 80 hours of compensatory time in any one fiscal year, the employee will be ineligible to work overtime for compensatory time-off for the remainder of that fiscal year and will only be eligible for cash compensation for overtime worked unless the employee uses CTO and brings the accrued balance below 80 hours.
2. Once an employee uses CTO and brings the balance below 80 hours, the employee may again accrue CTO hours up to 80 hours.
3. The department Director or designee shall determine the times at which an employee may take CTO with due regard for the wishes of the employee and particular regard for the needs of the City.
4. An employee's CTO balance will be cashed out to zero in the final pay period of the fiscal year at the employee's then base hourly rate of pay. Said cash payment may only occur as part of the final pay period of the fiscal year in which the compensatory time off was accrued.
5. Upon separation from employment, an employee's CTO balance will be cashed out at the employee's then base hourly rate of pay.

B. CTO Carryover

Employees shall have the option to request a carryover of up to 40 hours of CTO at the end of the fiscal year. Such requests must be made in writing to the Human Resources & Risk Management Director no later than June 1 or the soonest business day thereafter. All hours over the amount approved for carry over will be cashed out at the employee's then base hourly rate of pay.

Section 4 - Deductions

A. Dues Deduction

Upon submittal by the Union of a signed copy of an authorization form, the City agrees to deduct the amount authorized by the employee. The City shall remit the deducted amount to the Union as soon as possible after the deduction is made.

B. Withdrawal of Dues Deduction

Employees who wish to withdraw their membership from the Union shall do so by filing the request in writing to the Local Union. The Union will process such a request as soon as possible after it is received and will also notify the City promptly to stop the dues deduction.

Section 5 - Work Hours

The City agrees to make available a flexible work schedule when possible. Work schedule and operating conditions will be determined by the City to ensure all necessary service can be maintained without adverse impacts. Continuation of the program will be at the discretion of the City Manager. It is understood that it may not be possible to extend this schedule to all operations of the City due to service needs. It is understood that employees who work a 9/80 schedule shall not receive shift differential as a result of going to a 9/80 or flex schedule.

The 9/80 work schedule shall be defined as working eight, nine-hour, days and one, eight-hour day in a two week pay period, plus an unpaid lunch break during each work shift, totaling forty hours in each FLSA work week. For all employees working a 9/80 work schedule, their designated FLSA work week (40 hours in length) shall begin exactly four hours after the start time of the employee's eight-hour shift on the day of the week that corresponds with the employee's alternating regular day off.

Water Treatment Plant Operators I/II/III

All Water Treatment Plant Operators (WTPOs), with the exception of the assigned Flex Operator, will work a rotating schedule of six 12-hour shifts every two-week period with one 8-hour shift during the same two-week pay period, which will be rotated every 4 weeks. There will be one 12-hour shift, followed by one 8-hour shift, followed by two days off, three 12-hour shifts on, two days off, two 12-hour shifts on and three days off. The new schedule consists of the following rotating shifts:

Twelve Hour Swing Shift:	11:00 a.m. to 11:00 p.m.
Twelve Hour Graveyard Shift:	11:00 p.m. to 11:00 a.m.
Eight Hour Evening (Eve) Shift:	3:00 p.m. to 11:00 p.m.
Eight Hour Mid Shift:	11:00 p.m. to 7:00 a.m.
Eight Hour Flex Operator Shift*:	7:00 a.m. to 3:00 p.m.*

*The Flex Operator position will have a regular schedule of five 8-hour shifts per work week, but with a flexible schedule that will be adjusted to work for other WTPOs who are sick or on vacation. Each WTPO with a T-3 to T-5 certification will be rotated through the Flex Operator schedule, depending on the number of T-3 to T-5 Operators.

There will be a minimum of two WTPOs on duty at all times. The new schedule eliminates the 48-hour rotating weekend shift.

Relief responsibility: The Flex Operator schedule is subject to change to fill in vacancies due to vacations or sick leave. The Flex Operator is subject to working overtime on an as-needed basis.

Management reserves the right to designate specific shifts for individuals on a Performance Improvement Plan (PIP) or for disciplinary actions. Both parties agree to review the schedule on an ongoing basis and meet and confer on potential changes.

Article 8. Benefits

Section 1 - Hospital and Medical

Beginning on the date of hire, an employee, upon proper application and acceptance, shall be covered by health and dental benefits with coverage as set forth from time to time in the agreement between the City and the carrier(s).

Health benefit premiums for each full-time employee shall be paid in full by the City. Dependents of each employee may also be covered by health benefit coverage, upon proper application and acceptance. The cost of dependent coverage of the medical and dental plan will be shared equally between the City and the full-time employee for any PPO plans. The City contribution for dependent care for HMO plans is 60% for full-time employees. The full-time employee will contribute 40% of the dependent contribution. The employee's share of the cost will be made through payroll deduction.

Three-quarter time employees shall pay 25% and the City shall pay 75% of the health benefit premiums for the employee-only coverage. The cost of dependent coverage of the medical and dental plan of the employee's choice will be as follows for three-quarter time employees: the employee will pay sixty-two and one-half percent (62.5%), and the City will pay thirty-seven and one-half percent (37.5%).

Half-time employee shall pay 50%, and the City shall pay 50% of the health benefit premium for the employee-only coverage. The cost of dependent coverage of the medical and dental plan of the employee's choice will be as follows for half-time employees: the employee will pay seventy-five percent (75%), and the City will pay twenty-five percent (25%).

Effective with the new plan year December 2023, health benefit premiums for each employee shall be paid as follows:

Full-Time Employees:

Kaiser HMO

Employee Only:
Employee Plus One:
Family:

City Paid

100% Employee Only
100% Employee Only + 60% of Dependent
100% Employee Only + 60% of Family

CIGNA HMO

Employee Only:
Employee Plus One:
Family:

City Paid

100% Employee Only
100% Employee Only + 60% of Dependent
100% Employee Only + 60% of Family

CIGNA PPO

Employee Only:

Employee Plus One:

Family:

City Paid

Equivalent to the amount paid by the City of CIGNA HMO at the Employee Only coverage level
Equivalent to the amount paid by the City of CIGNA HMO at the Employee Plus One coverage level
Equivalent to the amount paid by the City of CIGNA HMO at the Family coverage level

Three-Quarter Time Employees:

Kaiser HMO

Employee Only:
Employee Plus One:
Family:

City Paid

75% Employee Only
75% Employee Only + 37.5% of Dependent
75% Employee Only + 37.5% of Family

CIGNA HMO

Employee Only:
Employee Plus One:
Family:

City Paid

75% Employee Only
75% Employee Only + 37.5% of Dependent
75% Employee Only + 37.5% of Family

CIGNA PPO

Employee Only:

Employee Plus One:

Family:

City Paid

Equivalent to the amount paid by the City of CIGNA HMO at the Employee Only coverage level
Equivalent to the amount paid by the City of CIGNA HMO at the Employee Plus One coverage level
Equivalent to the amount paid by the City of CIGNA HMO at the Family coverage level

Half-Time Employees:

Kaiser HMO

Employee Only:
Employee Plus One:
Family:

City Paid

50% Employee Only
50% Employee Only + 25% of Dependent
50% Employee Only + 25% of Family

CIGNA HMO

Employee Only:
Employee Plus One:
Family:

City Paid

50% Employee Only
50% Employee Only + 25% of Dependent
50% Employee Only + 25% of Family

CIGNA PPO

Employee Only:

Employee Plus One:

Family:

City Paid

Equivalent to the amount paid by the City of CIGNA HMO at the Employee Only coverage level
Equivalent to the amount paid by the City of CIGNA HMO at the Employee Plus One coverage level
Equivalent to the amount paid by the City of CIGNA HMO at the Family coverage level

During the term of this MOU, the City reserves the right to make carrier or plan changes if our existing medical coverage requires a change that is outside of the City's control such as but not limited to: required legislative changes, a cost increase that exceeds the City's budgeted amount, the elimination of a current plan offering, or the removal of a major medical group from the carrier's provider network. In the event that this situation arises, the City, at its earliest opportunity, will notify employees of the changes taking place. In situations where changes to contributions are required, the City will meet and confer with the Association.

Section 2 - Eye Care

The City will provide an eye care plan. The City shall pay 100% of the premium for full-time employees and their dependent coverage.

For three-quarter time employees, the City shall pay 75% of the cost of the premium for the coverage of the employee and their dependents, and the employee shall pay the remaining 25% of the premium. For half-time employees, the City shall pay 50% of the cost of the premium for the coverage of the employee and their dependents, and the employee shall pay the remaining 50% of the premium. The employee's share of the cost will be made through payroll deduction.

Section 3 - Life Insurance

The first day of the month following date of hire, an employee, upon proper application and acceptance by the insurance carrier, shall be covered under a group life insurance plan for the amount of one and one half (1.5) times base annual salary.

Section 4 - Short-Term and Long-Term Disability Income Insurance

This employee benefit provides for the payment of a monthly income benefit payment for those covered employees disabled by injury or sickness as determined by the insurer.

The benefit provided under this coverage will be 66^{2/3} % of the employee's base salary. The insurance carrier is responsible for acceptance of the claim and calculating the exact benefit amount, based on each individual's income status.

The insurance carrier for this coverage requires a 30-day waiting period from the first day of the disability to the beginning of the monthly benefit payment period.

Monthly benefits are paid, with certain exceptions, as explained in the Group Insurance handbook, until the recovery from injury or sickness or until the employee reaches age 65.

The City pays 100% of the premium.

An employee must first use sick leave then other accrued leave to supplement coverage under this benefit up to, but not in excess of, 100% of their base rate of pay.

Section 5 - Flexible Spending Benefits Program

The City will maintain a Flexible Benefits Program during the term of this Agreement in accordance with applicable IRS statutes and the Affordable Health Care for America Act (AHCAA) in order to provide employees the greatest possible tax benefit.

Section 6 - Deferred Compensation

A. 457 Plan

1. Beginning with the pay period that includes July 1, 2021, the City will provide a dollar-for-dollar match, of up to \$850, for each employee's contributions to the 457

deferred compensation plan each fiscal year. Beginning with the pay period that includes July 1, 2024, the City will provide a dollar-for-dollar match, of up to \$900, for each employee's contributions to the 457 deferred compensation plan each fiscal year.

2. The City agrees to implement the MissionSquare 457 Loan Program for conventional loans.

B. 401 (a) Plan

The City will provide a 401(a) Deferred Compensation Plan to full-time employees. One of the City's purposes in providing this benefit is to help employees pay for medical costs when they retire. The City will contribute \$38 per employee per full biweekly pay period to the 401(a) plan. Employees hired on or before June 30, 2004, shall have a one-year vesting period for the 401(a) plan. For employees hired on or after July 1, 2004, the vesting schedule will be as follows:

From date of hire until second anniversary – 0% of accumulated value
Second anniversary of employment – 20% of the accumulated value
Third anniversary of employment – 40% of the accumulated value
Fourth anniversary of employment – 60% of the accumulated value
Fifth anniversary of employment – 80% of the accumulated value
Sixth anniversary of employment – 100% of the accumulated value

Section 7 - Computer Loan Program (Employee Computer Purchase Program Policy & Procedures)

Any regular City employee who has completed their initial probationary period is eligible to apply for a loan under the City's Computer Program. Participants must agree to comply with the requirements and provisions of the Program. Participants will be eligible to make an initial computer purchase or upgrade their existing computer system through this program.

Maximum loan amounts are established based upon the type of computer system being purchased, per the City's policy.

Article 9. Special Pay

Section 1 - Tuition Reimbursement

- A. The actual cost paid for tuition, books and required technical supplies and equipment, to a maximum of \$2,000 per fiscal year per employee, will be reimbursed to all full-time City employees for professional and technical courses in accredited educational institutions. Regular, part-time employees are eligible for tuition reimbursement after 60 months of continuous employment for tuition, books and required technical supplies and equipment, to a maximum of \$1,500 for three-quarter time employees and \$1,000 for half-time employees, per employee per fiscal year. Employees will qualify for reimbursement provided that:

1. The employee has received at least a satisfactory rating on their last performance report;

2. The subject matter of the course relates directly to and contributes toward the performance of the employee's position with the City or contributes toward potential advancement or promotional opportunities with the City;
 3. The employee submits a Request for Tuition Reimbursement form to the department Director and Human Resources within three weeks of the beginning of the course. The form shall be accompanied by a description of the course provided by the education institution (e.g., course catalog description), which describes the course content; and
 4. Before receiving reimbursement, the employee shall furnish proof of payment and evidence that they have completed the course with:
 - a. A grade of "C" or better in undergraduate work or a grade of "B" in graduate work. A grade of "C" or better will be accepted for graduate work from institutions where an average grade of "C" is acceptable for graduation, or
 - b. A "pass" or "credit" for those classes where a pass/fail or credit/no credit grading system is used.
- B. Regular City employees may also request reimbursement for actual cost paid for tuition, books and required technical supplies and equipment, to a maximum of \$2,000 per fiscal year per full-time employee, for courses that result in the issuance of Continuing Education Units (CEUs) or Continuing Education contact hours required for certification renewal. After 60 months of continuous employment, regular part-time employees may also request tuition reimbursement for actual cost paid for tuition, books and required technical supplies and equipment to a maximum of \$1,500 for three-quarter time employees and \$1,000 for half time employees for courses that result in Continuing Education Units (CEUs) or Continuing Education contact hours required for certification renewal. Employees will qualify for reimbursement so long as:
1. The employee has received at least a satisfactory rating on their last performance report;
 2. The subject matter of the course relates directly to and contributes toward the performance of the employee's position with the City;
 3. The employee submits the Request for Tuition Reimbursement to the department Director and Human Resources prior to the course. The employee shall include with the request a description of the course from the provider offering the course, demonstrating that the course is acceptable for continuing education contact hours. Failure to obtain preapproval risks that the course is deemed ineligible and the employee cannot be reimbursed; and
 4. Prior to receiving reimbursement, the employee shall furnish proof of payment, evidence that they have completed the course and verification or proof that all eligible CEUs or contact hours were earned and awarded for the course.

Section 2 - Uniforms and Equipment

For employees in the Lake Operations, Parks and Landscape Maintenance Divisions, and

Public Works, the City will provide uniforms that are required by the City in accordance with the following:

A. Safety Shoes

Safety shoes shall be worn by employees as required by the City. Employees will be provided reimbursement for safety shoes and/or inserts, laces, toe-protectors or resoling of safety shoes up to \$250 each fiscal year, on an as-needed basis for regular wear and tear. Employees may purchase more than one pair of safety shoes each fiscal year, as needed, within the annual \$250 maximum.

In order to receive reimbursement, the employee must submit original receipts as proof of purchase to their department. Reimbursement will be made through accounts payable. All other safety clothing required in the performance of duties shall be furnished by the City.

If during the course of work, an employee’s safety shoes are destroyed due to unforeseen or accidental circumstances while working and the employee has used their maximum allowance, a supervisor may authorize one replacement pair of safety shoes up to \$125 per fiscal year.

Below is a list of classifications authorized for reimbursement of safety shoes. Any classification not specifically listed below is not authorized by this Agreement for reimbursement of safety shoes.

City of Poway Positions Required to Wear Safety Shoes
<i>Classification Title (in alphabetical order)</i>
Construction Maintenance Crew Leader
Construction Maintenance Worker I
Construction Maintenance Worker II
Contract Specialist/Inspector
Cross-Connection Specialist
Customer Services Field Worker
Engineering Inspector
Equipment Mechanic
Facilities Maintenance Crew Leader
Facilities Maintenance Technician I
Facilities Maintenance Technician II
Lead Customer Services Field Worker
Lead Engineering Inspector
Park Ranger – PT Regular
Parks Maintenance Crew Leader
Parks Maintenance Worker I
Parks Maintenance Worker II
Senior Equipment Mechanic
Senior Park Ranger – Regular

Senior Utility Systems Mechanic
Senior Utility Systems Technician
Stormwater Maintenance & Construction Worker I
Stormwater Maintenance & Construction Worker II
Technical Theater Coordinator
Utility Systems Mechanic
Utility Systems Technician
Warehouse Associate
Wastewater Utilities Crew Leader
Wastewater Utilities Worker I
Wastewater Utilities Worker II
Water Meter Reader
Water Treatment Plant Operator I
Water Treatment Plant Operator II
Water Treatment Plant Operator III
Water Utilities Crew Leader
Water Utilities Worker I
Water Utilities Worker II

B. Uniforms - General

The City shall determine maintenance standards for uniforms and equipment. Employees will be required to maintain these standards.

Full-time employees

The City will provide full-time employees eleven sets of uniforms for those employees required to wear uniforms, except Community Services employees. City-provided uniforms shall mean any combination of pants or shorts and uniformed shirts or tee shirts totaling eleven sets. One set of City-provided uniforms shall mean one pair of pants or shorts, and one uniformed shirt or tee shirt. Six additional tee shirts shall be provided for those employees actively participating in the Standby Emergency Response Technician pool.

Employees may elect to wear City-approved summer attire. The department Director shall determine the type and standards of maintenance for summer attire.

The City will replace tee shirts on a one-for-one basis as needed and determined by the appropriate division manager, or their designee.

Part-time employees

The City will provide part-time employees one jacket and eleven sets of uniforms for those employees who work five days per week, and seven sets of uniforms for employees who work three days per week, for those employees required to wear uniforms. Employees may elect to wear City-approved shorts during the summer. Employees electing to wear City-approved summer attire may receive fewer than eleven or seven sets of standard uniforms and shall be responsible for maintaining the summer attire.

The City will maintain uniforms provided to Public Works employees, except for tee shirts, which will be replaced as needed.

C. Uniforms - Community Services Employees

The City will provide shirts and one jacket for those employees required to wear uniforms. Employees may elect to wear City-approved shorts during the summer. All summer attire must be City approved.

Community Services shall provide all employees with new uniform shirts, which shall be replaced on an as-needed basis. It is the employee's responsibility to replace lost or stolen jackets. The City will replace worn-out jackets.

D. Uniforms - Park Rangers

The City will provide Park Rangers and the Recreation Coordinator assigned to interpretive services uniforms upon hire and replace/repair such items as needed and as determined by the division manager. Uniforms will be purchased directly, not rented through a service. Uniform details are as follows:

1. Full-time (5 days per week employee):
 - Uniform shirts: 7
 - Uniform pants: 7
 - Hats: 3
 - Jacket: 1
 - Uniform polo: 3
2. Part-time (3 days per week employee):
 - Uniform shirts: 5
 - Uniform pants: 5
 - Hats: 2
 - Jacket: 1
 - Uniform polo: 2

These employees will still receive a Safety Shoe allowance. In addition to the uniforms, City will provide nametags, patches, and badges as required for these classifications.

E. Jackets

Public Works employees generally assigned to fieldwork shall receive one jacket per fiscal year on an as-needed basis as determined by the division manager, or their designee.

F. Uniform Allowance

Uniform allowance as defined by the California Public Employees Retirement System (CalPERS) is a form of "compensation" for "classic" CalPERS members for CalPERS purposes only. As such, any uniform allowance or the value of uniforms provided by the City will be reported to CalPERS as part of the employee's annual gross income for purposes of computing the employee's and City's CalPERS contribution. Under the California Public Employees' Pension Reform Act (PEPRA), a uniform allowance or the value of uniforms is not considered pensionable compensation for "new" members of CalPERS.

Section 3 - Meal Reimbursement

- A. In the event an employee is required to work in excess of 12 consecutive hours, the City shall reimburse the cost of a meal in an amount not to exceed \$20, if a meal is not otherwise provided. For purposes of determining consecutive hours worked, meal and rest periods will be considered hours worked. The meal may be purchased on the way home from work, if a meal was not provided during working hours by the City. Reimbursement will only occur if appropriate documentation in the form of a receipt and hours worked noted on the reimbursement request (i.e. petty cash slip) are submitted by the employee to the supervisor.
- B. In the event an employee, who is not the assigned Standby employee, is called in by a supervisor to work on a closed Friday or weekend day and works more than 4 consecutive hours, the City shall reimburse the cost of a meal in an amount not to exceed \$20, if a meal is not otherwise provided. The meal may be purchased on the way home from work, if a meal was not provided during the working hours by the City. Reimbursement will only occur if the appropriate documentation in the form of a receipt and hours worked noted on the reimbursement request (i.e. petty cash slip) are submitted by the employee to the supervisor.

Section 4 - Travel Expenses

- A. Prior approval of the department Director shall be required prior to reimbursement for travel expenses.
- B. Employees using their own vehicle on approved City business travel will be reimbursed at the approved IRS reimbursement rate.
- C. Employees on approved official business away from the City will be reimbursed for actual and necessary expenses incurred in accordance with the City's Travel and Meeting Reimbursement policy.
- D. In order to be reimbursed, employees must include original receipts for all expenses with the reimbursement claim form.
- E. Advances of travel expenses may be allowed at the sole discretion of the department Director.

Section 5 - On-Call Time

- A. Field Forces
 - 1. On-call time shall be governed by the Public Works on-call procedures.
 - 2. The City shall maintain a list of eligible field personnel who have agreed to stand by for callback (Standby) as required.
 - 3. The call-out list shall consist of qualified employees as determined by the Director of Public Works.
 - 4. Each employee shall be paid \$350 for each seven-day Standby period served.

5. The Standby employee will receive an additional \$100 for each Designated Holiday (as defined in Article 6, Section 3 of this MOU) that falls within the Standby period for which they stand by for callback. This additional compensation shall be awarded for the Designated Holiday, not the day observed, for those holidays falling on a Saturday or Sunday.
6. In the event a Designated Holiday falls on the last day of a Standby period (e.g., Standby period ends on a Wednesday which is a Designated Holiday), the employee will remain on Standby until the following day and shall be compensated an additional \$50 (1/7th of pay for full Standby period) for the additional day of Standby.
7. Substitution by another member of the Standby duty list is allowed if the scheduled Standby employee cannot respond because of special circumstances. In the event of a substitution for Standby duty, the substituting employee must perform Standby for a minimum of one 24- hour period. The substituting employee will be compensated \$50 for each 24-hour period served. The total amount paid to the substituting employee(s) will be offset against and reduce the Standby compensation paid to the regular Standby employee.
8. List members shall meet the following qualifications:
 - a. Must reside within a community that allows a reasonable response time to an emergency, as determined by the Director of Public Works.
 - b. Must be approved by the appropriate division manager with the concurrence of the department Director.
9. The Standby person will be on call from the end of the scheduled workday to the scheduled start of the next workday. During weekends, from the end of the work week to the beginning of the next workday, and the 24 hours of a Designated Holiday.
10. A two-hour minimum will be paid for each call-out.
 - a. Time starts for the call-out when the Standby person receives the call from the Filtration Plant.
 - b. Time stops and call-out is complete when the Standby person notifies the Filtration Plant that the call is completed.
 - c. An employee who is contacted while serving a call-out (as defined above) and is called to another site for additional duties shall not be compensated for a second or subsequent call-out for this assignment. However, if the employee has left the work site, or sites, is actually returning, or has returned to their original point of contact, and is then called out again, the employee shall be compensated for an additional call-out.
 - d. Weekday and Saturday call-out time will be paid at one and one-half (1.5) times the hourly rate of pay.
 - e. Sunday and holiday call-out time will be paid ad double the hourly rate of pay. Holidays will be rotated equally among those persons on the list inasmuch as possible.

- f. When in a Standby status and required to respond to a trouble call through telephone action, Standby personnel will be compensated for telephone time in 15-minute increments on an overtime basis.

11. It is agreed that the On-Call procedure is subject to revision by the Director of Public Works, following consultation with representatives of the Bargaining Unit. It is understood that this Section does not allow for a reduction in Standby compensation.

B. Operational Conditions

1. The Standby person will carry a City cell phone when away from their listed contact phone number.
2. The Standby person cannot engage in any activity that would impair judgment or prohibit a response while on Standby.
3. Calls to the Standby person will be placed by the Treatment Plant Operator.
 - a. Treatment Plant Operator will screen calls to determine need to contact Standby person.
 - b. Upon being contacted by the Treatment Plant Operator, the Standby person is responsible to determine the course of action.
 - c. Should the Standby person fail to respond to a call, (s)he forfeits Standby pay for that day.
 - d. The Treatment Plant Operator stands by to assist, when possible, in contacting additional employees when needed.
 - e. Should the Standby person need assistance, the Treatment Plant Operator will first attempt to call list members in sequential order. When the assistance requires specialized personnel, who are better qualified to perform a specific task, the Treatment Plant Operator may call back the first person(s) from the list qualified to perform the specific task.
 - f. Upon call completion, the Standby person will advise the Treatment Plant Operator of the action taken so that it can be properly logged.
4. During a serious emergency, such as a water main break, the Standby person will stand by to assist the crew in making repairs but will remain flexible in case of other call-outs during this time.
5. Employees who are assigned Standby duty may request the use of a City truck, subject to department Director approval. The City truck shall be available to the employee during Standby for use as is necessary to ensure that the employee is readily available for call out. However, the employee should use discretion and common sense in the use of the vehicle and at all times be aware that they are a public relations representative to the public and their actions will be scrutinized by the public. Further, the employee must ensure any personal use is consistent with City policy.

C. Filtration Plant

1. The City shall maintain a list of eligible Public Works personnel who have agreed to stand by for callback as required.
2. The call-out list shall consist of qualified employees as determined by the Director of Public Works.
3. Each employee shall be paid \$350 for each seven-day Standby period.
4. The Standby employee will receive an additional \$100 for each Designated Holiday (as defined in Article 6, Section 3 of this MOU) that falls within the Standby period for which they stand by for callback. This additional compensation shall be awarded for the Designated Holiday, not the day observed, for those holidays falling on a Saturday or Sunday.
5. In the event a Designated Holiday falls on the last day of a Standby period (e.g., Standby period ends on a Wednesday which is a Designated Holiday), the employee will remain on Standby until the following day and shall be compensated an additional \$50 (1/7th of pay for full Standby period) for the additional day of Standby.
6. Substitution by another member of the Standby duty list is allowed if the scheduled Standby employee cannot respond because of special circumstances. In the event of a substitution for Standby duty, the substituting employee must perform Standby for a minimum of one 24-hour period. The substituting employee will be compensated \$50 for each day served. The total amount paid to the substituting employee(s) will be offset against and reduce the Standby compensation paid to the regular Standby employee.
7. List members shall meet the following qualifications:
 - a. Must reside within a community that allows a reasonable response time to an emergency, as determined by the Director of Public Works.
 - b. Must be rated as a Utility Systems Mechanic, Utility Systems Technician, Senior Utility Systems Mechanic or Senior Utility Systems Technician, and approved by the appropriate division manager with the concurrence of the department Director. Once an employee leaves a position in these class series, all rights to on-call time are forfeited.
8. The Standby roster will be scheduled as follows with the participation of list members:
 - a. Scheduled quarterly with the Director of Public Works or designee.
 - b. Order of names to be maintained as consistent as practical.
 - c. Names to be rotated progressively up the list weekly from the bottom position on up to the top Position 1.
 - d. The member in Position 1 will be the Standby person on call.
 - e. List members may substitute positions temporarily among themselves to allow for

special circumstances as stated in this section.

9. The Standby person will be on call from the end of the scheduled workday to the scheduled start of the next workday. During weekends from the end of the work week to the beginning of the next workday, and the 24 hours of a Designated holiday.
10. Employees who are assigned Standby duty may request the use of a City truck, subject to department Director approval. The City truck shall be available to the employee during standby for use as is necessary to ensure that the employee is readily available for call out. However, the employee should use discretion and common sense in the use of the vehicle and at all times be aware that they are a public relations representative to the public and their actions will be scrutinized by the public. Further, the employee must ensure any personal use is consistent with City policy.
11. A two-hour minimum will be paid for each call-out.
 - a. Time starts for the call-out when the Standby person receives the call from the Filtration Plant.
 - b. Time stops and call-out is complete when the Standby person notifies the Filtration Plant that the call is completed.
 - c. An employee who is contacted while serving a call-out (as defined above) and is called to another site for additional duties shall not be compensated for a second or subsequent call-out for this assignment. However, if the employee has left the work site, or sites, is actually returning, or has returned to their original point of contact, and is then called out again, the employee shall be compensated for an additional call-out.
 - d. Weekday and Saturday call-out time will be paid at one and one-half (1.5) times the hourly rate of pay.
 - e. Sunday and holiday call-out time will be paid at double the hourly rate of pay. Holidays will be rotated equally among those persons on the list inasmuch as possible.
 - f. When in a Standby status and required to respond to a trouble call through telephone action, Standby personnel will be compensated for telephone time in 15-minute increments on an overtime basis.
12. It is agreed that the On-Call procedure is subject to revision by the Director of Public Works, following consultation with representatives of the Union. It is understood that this Section does not allow for a reduction in Standby compensation.

D. Recuperation Time

An employee who has been on duty for 16 or more hours within a 24-hour period shall be required to take a minimum of nine (9) consecutive hours off for rest and recovery prior to returning to work. If any portion of the required rest period extends into the employee's next scheduled work shift, the City shall pay the employee's regular base pay, hour for hour, up to

a maximum of nine (9) hours for and through the end of the employee's next scheduled work shift, if the employee is normally scheduled to work within the 9 hours of recuperation/rest time. Time from one (1) to seven (7) minutes shall be rounded down, and time from eight (8) to 14 minutes must be rounded up and counted as a quarter hour. Employees who are on recuperation time will still be required to respond to and work emergency situations when directed by their supervisors. When employees are required to work extended overtime hours during normal sleep/rest periods, but the resulting work during the 24-hour period does not exceed the 16-hour amount, the employee will have the option, with supervisor approval, of taking leave time for the remainder of the work shift and will not be required to return to work for that shift. For the purposes of determining consecutive hours worked, meals and rest periods will be considered hours worked.

Section 6 - Shift Differential

Shift differential refers to extra pay received by employees for working a less than desirable shift (late nights, evenings). Shift differential is additional compensation intended to recognize time worked outside of regular day shifts. Shift differential does not apply for emergency responses where overtime, callback pay or recuperation time applies, or if an employee requests a temporary adjustment to their schedule. It is meant for regular schedules that are outside of regular or typical day shifts or a temporary change in schedule required to complete a project outside of normal business hours whereby the employees' hours or regular schedule are flexed in order to complete the project.

A. Water Treatment Plant Operators

Water Treatment Plant Operators required to work weekdays between the hours of 3:00 p.m. to 7:00 a.m. and any weekend hours between Saturday morning at 7:00 a.m. through Monday at 7:00 a.m. shall be entitled to receive shift differential pay in the amount of 7.5% base pay.

B. Public Works Employees

Public Works employees in the Park Maintenance Worker classification who are assigned a work schedule beginning at or after 11:30 a.m. which requires them to work a shift that ends between the hours of 3:30 p.m. and 5:00 a.m. shall be entitled to shift differential pay of 7.5% of base pay in addition to their regular hourly rate of pay regardless of when the employee's meal period is scheduled. However, if the meal period is scheduled outside these hours, the employee will be paid shift differential only for the hours actually worked.

Public Works employees who are required to work outside of their regular work schedule shall receive shift differential pay of 7.5% base pay.

C. Community Services Employees

Community Services employees in the Park Ranger classification who are assigned a work schedule beginning at or after 11:30 a.m. which requires them to work a shift that ends between 3:30 p.m. and 5:00 a.m. shall be entitled to shift differential pay of 7.5% of base pay in addition to their regular hourly rate of pay regardless of when the employee's meal period is scheduled. However, if the meal period is scheduled outside these hours, the employee will be paid shift differential only for the hours actually worked.

D. General

Employees scheduled to work during the general office hours of 7:30 a.m. to 5:30 p.m. will not receive shift differential pay for hours worked between 3:30 p.m. and 5:30 p.m.

Section 7 - Callback Time

Employees called back to work after expiration of their regularly scheduled workday or work week to perform emergency work shall be guaranteed minimum callback time of two hours at the appropriate overtime rate.

Employees who respond to an after-hours trouble call through telephone action will be compensated for telephone time in 15-minute increments.

Section 8 - HVAC Certification Pay

Employee(s) in the classifications of Facilities Technician and/or Senior Facilities Maintenance Technician may be assigned to perform HVAC-related duties. Employee(s) assigned to the HVAC-related duties for which the individual is required to hold an EPA Universal Certificate and the tasks performed are documented in the City's asset management system, shall receive a salary differential of 10% above their salary range and step for the time they spend working on the HVAC systems when the HVAC work is directed by their supervisor.

Section 9 - Utilities Certification & Over-Certification Compensation

- A. Plant Operators, Utility Systems Mechanics/Technicians, Water Utilities Workers, Wastewater Utilities Workers, and Water and Waste Water Utilities Leads will receive a one-time stipend of \$1,000 upon obtaining D4/D5, T4/T5 and CWEA IV certifications and \$500 upon recertification.
- B. Utility Systems Mechanics who obtain the appropriate "Crane Certificate" will receive a one-time stipend of \$250 upon obtaining the certification and \$125 upon recertification.
- C. The City will reimburse the classifications listed in this Section 9 (A) for up to two certification tests (distribution, CWEA, and Crane) per calendar year.

Section 10 - Equipment Mechanic Certification

The City agrees to provide a one-time stipend of \$1,000 to the Senior Equipment Mechanic and Equipment Mechanic who obtain the State of California Fire Mechanic II certification and \$500 upon recertification of the State of California Fire Mechanic II certification.

Section 11 - Reimbursement for DMV Certified Medical Exam for Class A License Renewal

The City will reimburse employees required to undergo a DMV certified medical evaluation for a Class A license for the cost of the medical evaluation if it is not through the City's occupational health provider, up to a maximum of \$150 per required exam by a DMV certified medical provider. The employee must submit the DMV Certified Medical Exam Reimbursement form, along with

supporting documentation, to their department Director and Human Resources for approval and processing.

Article 10. Service

Section 1 - Probation

All initial (new hire) full-time appointments shall be for a probationary period of not less than twelve (12) months. Part-time new hire appointments shall serve a probationary period equivalent to 12 months of full-time employment (2080 hours). During the probationary period, the employee may be rejected at any time without the right of appeal or hearing. Promotional appointments shall have a probationary period of no less than 6 months (or 1040 for part-time employees) from the date of promotion.

Any employee rejected during the probationary period from a position to which they have been promoted shall be reinstated to a position in the class from which they was promoted unless they are discharged for cause from the City.

A supervisor may, with concurrence of the department Director, require an extension of an initial probationary period, upon a less than satisfactory performance evaluation.

On recommendation of their supervisor and with the concurrence of the department Director, a non-probationary employee may be placed on special probation. An employee placed on special probation has the right of direct appeal to the City Manager. If the employee intends to appeal, they must inform the City Manager of that intention within 10 calendar days from the date the employee is placed on special probation.

Section 2 - Safety

The unit adopts the following by reference:

- A. The City has a Central Safety Committee with representatives from all units.
- B. The City has an Injury & Illness Prevention Policy (IIPP).
- C. The City and all employees shall comply with any applicable Federal and State laws.
- D. The City and all employees shall comply with any policy and/or procedure that may from time to time be promulgated by the City Manager.

Section 3 - Temporary Assignment to a Higher-Level Vacancy

A. Out-of-Class (OCA) Assignment

An out-of-class assignment is a temporary assignment of a regular employee to an authorized classification at a higher level of pay that requires the employee to perform the full range of duties of the higher classification. Employees who perform the full range of duties of a higher-level position for 80 or more consecutive working hours, in which there is no appointed

incumbent or in which the incumbent is on paid or unpaid leave, shall be compensated at a rate that is not less than five percent above the employee's current rate of pay. Payment shall be retroactive to the first day of such services. If at the time the OCA Assignment is requested and approved, it is known that the assignment will be longer than 80 consecutive working hours, pay for the OCA Assignment shall begin on the first day of the assignment. The full range of duties of the higher-level position shall be specifically assigned in writing via the Out-of-Class Assignment form and signed by the department Director or their designee.

Once the initial out-of-class terminates, the 80-hour consecutive work hour elimination period will be waived for any additional out-of-class assignments that occur within the following twelve months, provided that the employee is working in the same out-of-class classification regardless of work area assignment.

Service in an out-of-class assignment shall not alter an employee's performance evaluation date.

B. Partial Responsibility

An employee specifically assigned to perform a portion of the duties of the higher-level position for 80 or more consecutive working hours, shall receive additional compensation of five percent above their current rate of pay. The assignment shall be specifically assigned in writing via the Out-of-Class Assignment form and signed by the department Director or their designee.

C. Special Pays and Allowances during Temporary Assignment

An employee will continue to receive special pays and allowances provided under the employee's regular permanent assignment during any temporary assignment.

D. Consecutive Hours Worked

For purposes of determining the period of 80 consecutive work hours, paid holidays, vacation, and sick leave will apply toward hours worked.

E. Conclusion of Assignment

At the conclusion of such an assignment, the employee shall be restored to their former classification regardless of the time involved.

F. Nature of Assignment

This provision shall not be applicable to bona fide education, training and development, job enlargement or enrichment. The employee will be notified in advance as to the nature of the assignment.

Section 4 - Meal and Rest Periods

Meal periods and rest periods will be permitted at scheduled intervals, and insofar as practicable and consistent with operational interests.

An employee shall be notified whether a meal period is considered an on-duty meal period or an off-duty meal period. Employees having on-duty meal periods shall be compensated for the meal period as hours worked.

Section 5 - Transfers

An employee transferring from this unit to another unit shall maintain all pay and benefits accrued in this unit, and upon the effective date of transfer thereafter be governed by the provisions of any policy and/or agreement in effect for such other unit.

Section 6 - Reassignment

If a reassignment within the unit would result in an employee being reassigned to a class having a higher salary range, the City will fill the position through a recruitment process.

Section 7 - Layoff and Reemployment

The City may abolish any position or employment, and the employee may be laid off without taking disciplinary action and without the right of appeal. The City agrees to meet with the Union 30 days prior to the issuance of any layoff notice for the purpose of conferring over the impact and implementation of said layoff and to discuss alternatives and options. However, the City Manager shall retain the final decision with respect to the classification and numbers of employees to be laid off.

Whenever it becomes necessary to reduce the number of employees in any classification, all persons to be laid off shall be given at least 10 calendar days prior notice, and the order of layoff shall be as follows:

- A. In order of seniority, the employee with the shortest service in total City service in the affected classification shall be laid off first.
- B. In the event of two or more employees having identical total City service seniority, the order of layoff will be determined by length of continuous service in the affected classification.
- C. Whenever two or more employees have identical service in the affected classification, the order of layoff shall be determined by the City Manager on the basis of performance.
- D. Employees to be laid off in a particular classification have the right to demote to a lower classification to a position previously held with the City for which the employee meets the minimum qualifications, is capable of performing the essential functions of the position and has City seniority over other employees in the lower classification. This will also apply to employees to be laid off in a particular classification who have demoted from a higher classification due to non-disciplinary reasons. Such employees shall be placed on the seniority list for the higher classification provided they still meet the minimum qualifications, are capable of performing the essential functions of the position and have City seniority over other employees in the higher classification.
- E. The name of each laid-off employee shall be placed on a reemployment list for a period of 12 months in reverse order of layoff. Employees who are laid off who have received two out of

three consecutive annual performance evaluations that are rated below standards or needs improvement will be placed at the bottom of the reemployment list in reverse order of layoff.

- F. For the purpose of this section, this additional condition will apply. Those employees who held the title of Construction Maintenance Worker I, II, or Lead Construction Maintenance Worker before July 1, 2001, shall be entitled to utilize the bumping rights in this section for the following classifications:

Water Utilities Worker I, II, and Water Utilities Crew Leader; and
Wastewater Utilities Worker I, II, and Wastewater Utilities Crew Leader.

In order to qualify to utilize these bumping rights, an eligible employee must possess the appropriate certification(s) required for the classification, be able to demonstrate a satisfactory skill level for the classification and be able to perform the essential functions of the job. The Human Resources & Risk Management Director shall determine if the employee meets these requirements.

Section 8 - Resignations

An employee wishing to resign in good standing shall file a written resignation with the department Director stating the effective date and reasons for resignation at least two weeks prior to the effective date of resignation.

The City will pay an employee for all hours worked on the next regular payday after resignation and will thereafter pay all accumulated reimbursable benefits as early as feasible.

An employee who has resigned with a good record will be given preferential consideration for rehire if a position is available and the employee has participated in the position's recruitment process. The decision to rehire is at the discretion of the City and the employee will not reestablish rights and/or benefits lost at the time of resignation. A rehired employee shall serve a probationary period as outlined in the City's Personnel Rules.

An employee with at least five years' service, who resigns in good standing and is reemployed within a two-year period to the same or equal position previously held, shall be eligible to earn and use vacation, sick leave, and other benefits to which they are otherwise entitled as if there had been no break in service.

Article 11. Grievance

Section 1 - Purpose

- A. To promote improved employer-employee relationships by establishing procedures for appealing management actions.
- B. To afford employees individually or through the Bargaining Unit Representatives a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussion.
- C. To provide that grievances shall be settled as near as practicable to the point of origin.

Section 2 - Scope

A grievance shall be considered as any matter for which appeal is not elsewhere provided for or prohibited, concerning:

- A. A dispute about the interpretation or application of this Agreement or of any ordinance, resolution, rule or regulation governing personnel procedures or working conditions.
- B. A dispute about the practical consequences of a City decision on wages, hours and other terms and conditions of employment.
- C. A decision affecting the employment of any permanent or probationary employee over which the department Director has partial or complete jurisdiction.

Section 3 - Procedure

A. Informal Grievance Procedure

An employee who has a problem or complaint should first try to get it settled through discussion with their immediate supervisor without undue delay. If this discussion does not satisfactorily resolve the problem, the employee may discuss it with the supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest appropriate level of supervision. If the employee is not in agreement with the decision reached by discussion, they shall then have the right to file a formal grievance in writing within five calendar days after receiving the informal decision of his immediate superior.

B. Formal Grievance Procedure

1. **First Level of Review:** A grievance shall be presented in writing to the employee's immediate supervisor, who shall render a decision and comments in writing and return them to the employee within five calendar days after receiving the grievance. If the employee does not agree with their supervisor's decision, or if no answer has been received within five calendar days, the employee may present the appeal in writing to their department Director.
2. **Second Level of Review:** The department Director receiving the grievance, or their designated representative, should discuss the grievance with the employee, their representative, if any, and with other appropriate persons. The department Director shall render their decision and comments in writing and return them to the employee within five calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within five calendar days, they may present the appeal in writing to the City Manager.
3. **Third Level of Review:** The City Manager receiving the grievance, or their designated representative, should discuss the grievance with the employee, their representative, if any, and with other appropriate persons. The City Manager may designate any person or persons to advise him/her concerning the appeal. The City Manager shall render their decision and comments in writing and return them to the employee within 15 working days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within 15 working

days, they may present the appeal in writing to the City Council.

4. Final Level of Review: The City Council upon receiving the grievance shall take such actions and such methods as it chooses and render a written final and binding decision.

Section 4 - Conduct of Grievance Procedure

- A. Day as used in this procedure means calendar day, unless specified to the contrary.
- B. The time limits specified in this procedure may be extended at any level of review to a definite date by mutual agreement of the employee and the reviewer concerned.
- C. The employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review.
- D. The employee and their representative may be privileged to use a reasonable amount of work time as determined by the City Manager in conferring about and presenting the appeal.
- E. Failure of the employee to take further action within the specified time limits at each level of review, or within five days if no decision is rendered, shall constitute withdrawal of the grievance.
- F. Employees shall be assured freedom from reprisal for using the grievance procedure.

Article 12. Retirement and Social Security

The City will provide retirement benefits through the California Public Employees' Retirement System (CalPERS) for full-time employees and part-time employees who work 1,000 hours or more per fiscal year. The City does not participate in the Social Security System, except as required by law.

The City provides part-time employees who work less than 1,000 hours per fiscal year retirement benefits through Public Agency Retirement System (PARS). Part-time regular employees in PARS pay the full employee contribution of 7.5%. The City pays the administrative fees.

The use of the terms "classic" member and "new" member shall be as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and those rules and regulations adopted by CalPERS to implement PEPRA.

"Classic" members are those members who entered into membership with a retirement system on or before December 31, 2012, who do not meet the definition of "new" member in Government Code section 7522.04(f).

A "new member" is defined in Government Code section 7522.04(f) as any of the following:

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

2. An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Govt. Code 7522.02; or
3. An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

For those employees hired on or before December 31, 2011, and considered “classic” members as defined above:

Employees considered “classic” members will contribute the required member share of seven percent (7%) of their compensable earnable salary, on a pre-tax basis, to the extent permitted by the Internal Revenue Code, towards the “member contribution” portion of their CalPERS retirement account. In addition, employees considered “classic” members will contribute another one percent (1%) pursuant to Government Code Section 20516 toward the employer’s share, on a pre-tax basis to the extent permitted by the Internal Revenue Code. Beginning the first full pay period in July 2024, employees considered “classic” members will contribute an additional one percent (1%) pursuant to Government Code Section 20516 towards the employer’s share, on a pre-tax basis to the extent permitted by the Internal Revenue Code. The total employee contribution will be 9%.

The City will provide under its contract with CalPERS the following provisions for each employee in this first tier:

1. The Indexed Level 1959 Survivors Benefits;
2. The retirement benefit of 2%-at-55 formula; and
3. The One Year Final Compensation option.

Upon retirement from the City of Poway following at least 20 years of service, the City also provides a supplemental PARS administered benefit applied to Poway and all prior CalPERS service with previous public agencies. When combined with CalPERS, this is the equivalent of the 2.7% @ 55 formula total retirement benefit.

For employees hired after December 31, 2011, and considered “classic” members as defined above:

The City will provide under its contract with CalPERS the following provisions for each employee in this second tier:

1. The retirement benefit of 2%-at-60 formula;
2. The Indexed Level 1959 Survivors Benefits; and
3. Average of three highest years’ compensation.

Employees in the second tier and considered “classic” members will contribute the required member share of seven percent (7%) of their compensable earnable salary on a pre-tax basis, to the extent permitted by the Internal Revenue Code, towards the “member contribution” portion of their CalPERS retirement account. In addition, employees in the second tier considered “classic” members will contribute another one percent (1%) pursuant to Government Code Section 20516 toward the employer’s share, on a pre-tax basis to the extent permitted by the

Internal Revenue Code. Beginning the first full pay period in July 2024, employees considered “classic” members will contribute an additional one percent (1%) pursuant to Government Code Section 20516 towards the employer’s share, on a pre-tax basis to the extent permitted by the Internal Revenue Code. The total employee contribution will be 9%.

Regular full-time and part-time employees hired after January 9, 2012 are not eligible for a supplemental PARS benefit.

For employees hired on or after January 1, 2013, and considered “new” members as defined above:

The City will provide under its contract with CalPERS the following provisions for each employee considered a “new” member in Tier 3 (also known as the PEPRA Tier):

1. The retirement benefit of 2%-at-62 formula; and
2. Average of three highest years’ compensation; and
3. No employer paid member contribution (EPMC)

Employees considered “new” members shall pay 50% of the normal cost (as determined by CalPERS annually) on a pre-tax basis to the extent permitted by the Internal Revenue Code.

Article 13. Personnel Rules

All other employee rights, privileges, and benefits are included in the Personnel Rules of the City of Poway.

Article 14. Job Actions

The Union agrees not to strike or otherwise engage in withholding services or concerted action during the term of this Agreement. Also, the City agrees not to lock out the employees.

Article 15. Americans with Disabilities Act Amended

The City and the bargaining unit agree that they are subject to and must conform to the Americans with Disabilities Act Amended (ADAA).

Article 16. Posting of Agreement

A copy of this Agreement will be posted on the City’s intranet and internet for employee access. The Agreement will be provided to new hires at the Human Resources orientation

City of Poway:


City of Poway Non-Safety
Employees Bargaining Unit
(California Teamsters Local 911):



Chris Hazeltime, City Manager



Aaron Beanan, Finance Director



Jodene Dunphy, HR/Risk Director




Will Wiley, Assistant Director of Public Works




Emily Wolf, HR Management Analyst



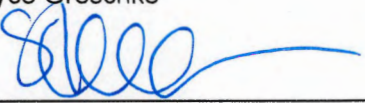
Leah Trapse, HR Technician




Neil Sholander, Business Representative
California Teamsters, Local 911



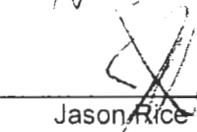
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Stephanie Lacombe



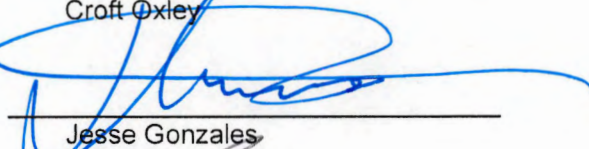
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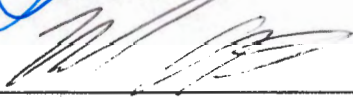
Jason Rice



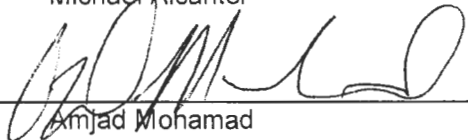
Croft Oxley



Jesse Gonzales



Michael Alcanter



Amjad Mohamad

PART II. OTHER
CITY OF POWAY IMPLEMENTATION RESOLUTIONS

RESOLUTION NO. 21-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POWAY, CALIFORNIA, AUTHORIZING THE EXECUTION OF A SIX- YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POWAY AND THE NON-SAFETY BARGAINING UNIT EMPLOYEES, CALIFORNIA TEAMSTERS LOCAL 911 FOR THE PERIOD OF JULY 1, 2021, THROUGH JUNE 30, 2027

WHEREAS, the City of Poway ("City"), through its management representatives, has met and conferred in good faith with the Non-Safety Bargaining Unit Employees, California Teamsters Local 911 ("Teamsters");

WHEREAS, the representatives of the City and Teamsters each have exchanged freely information, opinions and proposals on matters regarding wages, hours and other terms and conditions of employment for Teamsters employees;

WHEREAS, the City and Teamsters representatives have agreed on the term of a new Memorandum of Understanding to be July 1, 2021 through June 30, 2027;

WHEREAS, the City and Non-Safety Bargaining Unit representatives have agreed upon the items as contained in the attached Tentative Agreement (Exhibit A) to this Resolution; and

WHEREAS, Teamsters has ratified the Tentative Agreement for the period of July 1, 2021 through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Poway as follows:

SECTION 1: That the items in the Tentative Agreement (Exhibit A) be incorporated into the Memorandum of Understanding and adopted for implementation effective July 1, 2021.

SECTION 2: That the City Manager is hereby directed and authorized to implement all provisions of the adopted Tentative Agreement which are to be incorporated into the Memorandum of Understanding without further specific actions by the City Council. No additional financial terms will be assumed beyond the terms of the approved Tentative Agreement when finalizing and executing the Memorandum of Understanding.

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PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Poway, California on the 20th day of July, 2021, by the following vote, to wit:

AYES: MULLIN, FRANK, GROSCHE, LEONARD, VAUS

NOES: NONE

ABSENT: NONE

DISQUALIFIED: NONE


Steve Vaus, Mayor

ATTEST:



Deborah Harrington, Interim City Clerk

EXHIBIT A

Date: June 16, 2021

City of Poway &
Teamsters, Local 911
Tentative Agreement

1. Term:

6 Years

Article 4. Duration of Agreement

This entire Agreement shall commence at 12:00 a.m. on July 1, 2021 and terminate at 11:59 p.m. on June 30, 2027.

2. Wages:

Year 1: \$7,500 Stipend
Year 2: \$7,500 Stipend
Year 3: 3.0% Salary Increase
Year 4: 5.0% Salary Increase
Year 5: 5.0% Salary Increase
Year 6: 5.0% Salary Increase

Article 5. Wages

Year 1

A cash stipend in the amount of Seven Thousand Five Hundred Dollars (\$7,500) shall be paid in one payment in the first full pay period after ratification of the terms of a successor MOU by Teamsters and approval by the City Council. In order to receive the one-time payment, the employee must be employed on the last day of the first full pay period after ratification of the terms of a successor MOU by Teamsters and approval by the City Council. The stipend shall be pro-rated for part-time, regular employees based on their FTE. For example, a part-time, regular employee with .50 FTE will receive 50% of the stipend payments at the same time as full-time regular employees. Any part of the stipends which equates to six percent (6%) or less of the employee's salary paid to Classic employees of Tier 1 & 2 will be reported to CalPERS. This stipend is not reportable to CalPERS for PEPRA employees.

Employees who are hired after the first stipend payment will receive a pro-rated portion of the stipend payment based on the remaining pay periods in the fiscal year.

Employees may have all or a portion of the stipend deposited to their ICMA 457 account upon following proper notification guidelines provided by the Human Resources or Finance departments, up to the maximum IRS allowable amount.

Year 2

A cash stipend in the amount of Seven Thousand Five Hundred Dollars (\$7,500) shall be paid in one payment in the first full pay period in July 2022. In order to receive the one-time payment, the employee must be employed on the last day of the first full pay period after ratification of the

Date: June 16, 2021

terms of a successor MOU by Teamsters and approval by the City Council. The stipend shall be pro-rated for part-time, regular employees based on their FTE. For example, a part-time, regular employee with .50 FTE will receive 50% of the stipend payments at the same time as full-time regular employees. Any part of the stipends which equates to six percent (6%) or less of the employee's salary paid to Classic employees of Tier 1 & 2 will be reported to CalPERS. This stipend is not reportable to CalPERS for PEPRA employees.

Employees who are hired after the Year 2 stipend payment is made will receive a pro-rated portion of the stipend payment based on the remaining pay periods in the fiscal year.

Employees may have all or a portion of the stipend deposited to their ICMA 457 account upon following proper notification guidelines provided by the Human Resources or Finance departments, up to the maximum IRS allowable amount.

Year 3

Effective at the beginning of the first full pay period in July 2023, an across the board salary increase of 3% will be provided to all employees of the bargaining unit.

Year 4

Effective at the beginning of the first full pay period in July 2024, an across the board salary increase of 5% will be provided to all employees of the bargaining unit.

Year 5

Effective at the beginning of the first full pay period in July 2025, an across the board salary increase of 5% will be provided to all employees of the bargaining unit.

Year 6

Effective at the beginning of the first full pay period in July 2026, an across the board salary increase of 5% will be provided to all employees of the bargaining unit.

3. Sick Leave

The City will increase the cap on cashing out accumulated sick leave upon retirement to 6% effective July 1, 2021 for each of the respective tiers and 2% effective July 1, 2022 for each of the respective tiers. The 6% reflects cumulative median increases in the San Diego market for the last two years and the next fiscal year. The 2% for July 1, 2022 reflects projected median increases for San Diego Market.

The City also agrees to establish an additional tier for employees who retire after 20 or more years of service to the City of Poway to receive 50% of sick leave cash out with a cap that is 5% above the tier for employees who retire after 15 years of service.

Article 6. Leaves

H. Payout of Sick Leave

After five years of continuous employment with the City and upon retirement, an employee will receive compensation for unused sick leave as follows:

1. Upon retirement, an employee will receive 50% of all sick leave hours accrued and not used in the form of a deposit to their Retirement Health Savings Plan account. Payout of sick leave shall be provided on a graduated scale for employees who retire, based on years of service as follows:
 - a. An employee who retires after 5-9 years of service will receive 50% cash-out, with a cap of \$6,915.84 beginning July 1, 2021 and \$7,054.15 beginning July 1, 2022.
 - b. An employee who retires after 10-14 years of service will receive 50% cash-out, with a cap of \$9,221.13 beginning July 1, 2021 and \$9,405.55 beginning July 1, 2022.
 - c. An employee who retires after 15-19 years of service will receive 50% cash-out with a cap of \$11,526.40 beginning July 1, 2021 and \$11,756.94 beginning July 1, 2022.
 - d. An employee who retires after 20 or more years of service will receive 50% cash-out with a cap of \$12,102.73 beginning July 1, 2021 and \$12,344.78 beginning July 1, 2022.
 - e. Each cap will increase by the same percentage as across-the-board wage increases, beginning with the July 1, 2023 wage increase and as outlined in the table below:

	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	3.0%	5.0%	5.0%	5.0%
5-9 years	\$ 7,265.78	\$ 7,629.07	\$ 8,010.53	\$ 8,411.05
10-14 years	\$ 9,687.72	\$ 10,172.11	\$ 10,680.71	\$ 11,214.75
15-19 years	\$ 12,109.64	\$ 12,715.13	\$ 13,350.88	\$ 14,018.43
20+ years	\$ 12,715.13	\$ 13,350.88	\$ 14,018.43	\$ 14,719.35

4. **Holidays**

Article 6. Leaves

B. *Additional One-Time Designated Holidays*

The following holidays will be observed as additional one-time designated holidays:

- Year 1: Thursday, December 23, 2021 (in exchange for the 8 hours of flex credit from Friday, December 24, 2021 which is a dark Friday)*
- Year 2: No additional one-time, designated holidays (Christmas is on Sunday – observed on Monday, December 26, 2022; New Year’s Day is on Sunday - observed on Monday, January 2, 2023)*
- Year 3: No additional one-time, designated holidays (Christmas is on a Monday – City Hall will be closed; New Year’s Day is also on a Monday – City Hall will be closed)*
- Year 4: Monday, December 23, 2024, and Tuesday, December 24, 2024 (City Hall is closed Friday, December 20, 2024.)*
- Year 5: Friday, December 26, 2025*
- Year 6: No additional one-time, designated holidays (Christmas is on a Friday and New Year’s Day is on a Friday)*

5. **Holidays (Regular Part-Time Employees)**

Regular part-time employees represented by the Teamsters bargaining unit will qualify for holiday pay from their first date of employment. The wait period of 18 or 24 months before receiving holiday pay is eliminated.

Article 7. Leaves

C. *Holiday Pay*

1. *Regular half-time employees shall receive regular pay for hours worked on a Designated Holiday.*
 - a. *To be eligible for holiday pay, an employee must be in paid status in the pay period that includes the Designated Holiday.*
 - b. *Half-time employees shall receive four hours holiday pay, whether on or off duty, on a Designated Holiday.*

2. *Regular three quarter-time employees shall receive regular pay for hours worked on a Designated Holiday.*
 - a. *To be eligible for holiday pay, an employee must be in paid status in the pay period that includes the Designated Holiday.*
 - b. *Three quarter-time employees shall receive six hours holiday pay, whether on or off duty, on a Designated Holiday.*
 - c. *Three quarter-time employees shall receive double time for hours worked on a Designated Holiday.*

6. ICMA 457 PLAN MATCH

Year 1

The City will increase the dollar for dollar match to employees' 457 plan by an additional \$50, beginning with the pay period that includes July 1, 2021. The total dollar for dollar contribution will be a total of \$850 per fiscal year.

Year 4

The City will increase the dollar for dollar match to employees' 457 plan by an additional \$50, beginning with the pay period that includes July 1, 2024. The total dollar for dollar contribution will be a total of \$900 per fiscal year.

Article 8. Benefits

A. 457 Plan

1. *Beginning with the pay period that includes July 1, 2021, the City will provide a dollar-for-dollar match, of up to \$850, for each employee's contributions to the 457 deferred compensation plan each fiscal year. Beginning with the pay period that includes July 1, 2024, the City will provide a dollar-for-dollar match, of up to \$900, for each employee's contributions to the 457 deferred compensation plan each fiscal year.*

7. Reimbursement for DMV Certified Medical Exam

The City will reimburse employees required to undergo a DMV certified medical evaluation for a Class A license required by the job description for the cost of the medical evaluation if it is not through the City's occupational health provider, up to a maximum of \$150 per required exam by a DMV certified medical provider.

Article 9. Special Pay

Section 11 – Reimbursement for DMV Certified Medical Exam for Class A License Renewal

The City will reimburse employees required to undergo a DMV certified medical evaluation for a Class A license for the cost of the medical evaluation if it is not through the City's occupational health provider, up to a maximum of \$150 per required exam by a DMV certified medical provider.

8. Tuition Reimbursement

Effective July 1, 2021, the City will increase the tuition reimbursement, under the guidelines of the current City policy, to \$2,000 per fiscal year per employee.

Section 1 - Tuition Reimbursement

- A. *The actual cost paid for tuition, books and required technical supplies and equipment, to a maximum of \$2,000 per fiscal year per employee, will be reimbursed to all regular City employees for professional and technical courses in accredited educational institutions provided that:*
- B. *Regular City employees may also request reimbursement for actual cost paid for tuition, books and required technical supplies and equipment, to a maximum of \$2,000 per fiscal year per employee, for courses that result in the issuance of Continuing Education Units (CEUs) or Continuing Education contact hours required for certification renewal, so long as:*

9. Recuperation time

The City agrees to providing recuperation pay up to a maximum of 9 hours or until the end of the employee's regular shift, whichever is less.

Article 9. Special Pays

D. Recuperation Time

An employee who has been on duty for 16 or more hours within a 24-hour period shall be required to take a minimum of nine (9) consecutive hours off for rest and recovery prior to returning to work. If any portion of the required rest period extends into the employee's next scheduled work shift, the City shall pay the employee's regular base pay, hour for hour, up to a maximum of nine (9) hours for and through the end of the employee's next scheduled shift, if the employee is normally scheduled to work within the 9 hours of recuperation/rest time. Time from one (1) to seven (7) minutes shall be rounded down, and time from eight (8) to 14 minutes must be rounded up and counted as a quarter hour. Employees who are on recuperation time will still be required to respond to and work emergency situations when directed by their supervisors.

10. **Shift Differential**

Shift differential pay will be 7.5% per hour.

Section 6 - Shift Differential

Shift differential refers to extra pay received by employees for working a less than desirable shift (late nights, evenings). Shift differential is additional compensation intended to recognize time worked outside of regular day shifts. Shift differential does not apply for emergency responses where overtime, call back pay or recuperation time applies, or if an employee requests a temporary adjustment to their schedule. It is meant for regular schedules that are outside of regular or typical day shifts or a temporary change in schedule required to complete a project outside of normal business hours whereby the employees' hours or regular schedule are flexed in order to complete the project.

A. *Filtration Plant Employees*

Filtration Plant employees required to work the afternoon and evening shift (3:00 p.m. to 11:00 p.m.) and the night shift (11:00 p.m. to 7:00 a.m.) shall be entitled to receive shift differential pay of 7.5% in addition to their regular rate of pay. Filtration Plant employees assigned to work the forty-eight (48) hour weekend shift shall receive shift differential while working from 7:00 a.m. to 3:00 p.m. or 3:00 p.m. to 11:00 p.m. on Saturday and Sunday and while working from 11:00 p.m. to 7:00 a.m. on Saturday night and Sunday night.

B. *Public Works Employees*

Public Works employees in the Park Maintenance Worker classification who are assigned a work schedule beginning at or after 11:30 a.m. which requires them to work a shift that ends between the hours of 3:30 p.m. and 5:00 a.m. shall be entitled to shift differential pay of 7.5% of base pay in addition to their regular hourly rate of pay regardless of when the employee's meal period is scheduled. However, if the meal period is scheduled outside these hours, the employee will be paid shift differential only for the hours actually worked.

Public Works employees who are required to work outside of their regular work schedule shall receive shift differential pay of 7.5% of base pay.

C. *Community Services Employees*

Community Services employees in the Park Ranger classifications who are assigned a work schedule beginning at or after 11:30 a.m. which requires them to work a shift that ends between 3:30 p.m. and 5:00 a.m. shall be entitled to shift differential pay of 7.5% of base pay in addition to their regular hourly rate of pay regardless of when the employee's meal period is scheduled. However, if the meal period is scheduled outside these hours, the employee will be paid shift differential only for the hours actually worked.

D. General

Employees scheduled to work during the general office hours of 7:30 a.m. to 5:30 p.m. will not receive shift differential pay for hours worked between 3:30 p.m. and 5:30 p.m.

11. Safety Shoes

Employees may receive one additional pair of safety shoes per year up to a maximum of \$125 at the supervisor's discretion if an employee's boots are damaged due to accidental circumstances in the course of work, and the employee has used their maximum allowance.

Article 9. Special Pay

For employees in the Lake Operations, Park and Landscape Maintenance Divisions, and Public Works, the City will provide uniforms that are required by the City in accordance with the following:

A. Safety Shoes

Safety shoes shall be worn by employees as required by the City. Employees will be provided reimbursement for safety shoes and/or inserts, laces, toe-protectors or resoling of safety shoes up to \$ \$250 each fiscal year, on as as-needed basis for regular wear and tear. Employees may purchase more than one pair of safety shoes each fiscal year, as needed, within the annual \$250 maximum.

In order to receive reimbursement, the employee must submit original receipts as proof of purchase to their department. Reimbursement will be made through accounts payable. All other safety clothing required in the performance of duties shall be furnished by the City.

If during the course of work, an employee's safety shoes are destroyed due to unforeseen or accidental circumstances while working and the employee has used their maximum allowance, a supervisor may authorize one replacement pair of safety shoes up to \$125 per fiscal year.

The list of authorized classifications for reimbursement of safety shoes is listed in Part I (Full-Time Employees), Article 9, Section 2.

12. HVAC Pay

Section 8 - HVAC Differential Pay

Employee(s) in the classifications of Facilities Technician and/or Senior Facilities Maintenance Technician may be assigned to perform HVAC-related duties. Employee(s) assigned to HVAC-related duties for which the individual is

required to hold an EPA Universal Certificate and the tasks performed are documented in the City's asset management system, shall receive a salary differential of 10% above their salary range and step for the time they spend working on the HVAC systems when the HVAC work is directed by their supervisor.

13. Medical Cost Sharing

Beginning with new medical plan year in December 2023, the City proposes to pay the same amount for the CIGNA PPO plan at all coverage levels as it does for the CIGNA HMO plan. See table below based on current monthly medical insurance rates.

Article 8. Benefits

Section 1 - Hospital and Medical

Beginning on the date of hire, an employee, upon proper application and acceptance, shall be covered by health and dental benefits with coverage as set forth from time to time in the agreement between the City and the carrier(s).

Health benefit premiums for each employee shall be paid in full by the City. Dependents of each employee may also be covered by health benefit coverage, upon proper application and acceptance. The cost of dependent coverage of the medical and dental plan will be shared equally between the City and the employee for any PPO plans. The City contribution for dependent care for HMO medical plans is 60%. The employee contributes 40% of the dependent contribution. The employee's share of the cost will be made through payroll deduction. The parties to this Agreement agree to work with the City Insurance Committee to keep the overall cost of future premium increases to a minimum.

Effective with the new plan year December 2023, health benefit premiums for each employee shall be paid as follows:

Kaiser HMO

Employee Only:
Employee Plus One:
Family:

City Paid

100% Employee Only
100% Employee Only + 60% of Dependent
100% Employee Only + 60% of Family

CIGNA HMO

Employee Only:
Employee Plus One:
Family:

City Paid

100% Employee Only
100% Employee Only + 60% of Dependent
100% Employee Only + 60% of Family

CIGNA PPO

Employee Only:

Employee Plus One:

Family:

City Paid

Equivalent to the amount paid by the City of CIGNA HMO at the Employee Only coverage level
Equivalent to the amount paid by the City of CIGNA HMO at the Employee Plus One coverage level
Equivalent to the amount paid by the City of CIGNA HMO at the Family coverage level

During the term of this MOU, the City reserves the right to make carrier or plan changes if our existing medical coverage requires a change that is outside of the City's control such as but not limited to: required legislative changes, a cost increase that exceeds the City's budgeted amount, the elimination of a current plan offering, or the removal of a major medical group from the carrier's provider network. In the event that this situation arises, the City, at its earliest opportunity will notify employees of the changes taking place. In situations where changes to contributions are required, the City will meet and confer with the Association.

14. Medical – Regular Part-Time Employees

Beginning the first day of the month following ratification by Teamsters and approval by the City Council, regular part-time employees represented by the Teamsters bargaining unit who are in the 24 month waiting period after hire to be eligible for medical coverage may elect coverage under the City's medical and/or dental plans.

Article 9. Benefits

Section 1 - Hospital and Medical

The first day of hire, an employee, upon proper application and acceptance, shall be covered by health and dental benefits with coverage as set forth from time to time in the agreement between the City and carrier(s).

- A. *Half-time employees may elect coverage under the City's medical and/or dental insurance to be effective on the first day of employment.*
 - 1. *The half-time employee shall pay 50%, and the City shall pay 50% of the health benefit premiums for the employee-only coverage.*
 - 2. *The cost of dependent coverage of the medical and dental plan of the employee's choice will be as follows for half-time employees: the employee will pay seventy-five percent (75%), and the City will pay twenty-five percent (25%).*
- B. *Three quarter-time employees may elect coverage under the City's medical and/or dental insurance to be effective on the first day of employment.*
 - 1. *Three quarter-time employees shall pay 25% and the City shall pay 75% of the health benefit premiums for the employee-only coverage.*
 - 2. *The cost of dependent coverage of the medical and dental plan of the employee's choice will be as follows for three quarter-time employees: the employee will pay sixty-two and one-half percent (62.5%), and the City will pay thirty-seven and one-half percent (37.5%).*

The employee's share of the cost will be made through payroll deduction.

Section 2 - Eye Care

- A. *Half-time employees may elect coverage under the City's vision care plan effective on the first day of employment.*

The City shall pay 50% of the cost of the premium for the coverage of the employee and his/her dependents, and the employee shall pay the remaining 50% of the premium. The employee's share of the cost will be made through payroll deduction.

- B. *Three quarter-time employees may elect to be covered by the City's vision to be effective on the first day of employment.*

- C. *The City shall pay seventy-five percent (75%) of the cost of the premium for the coverage of the employee and his/her dependents, and the employee shall pay the remaining twenty-five percent (25%) of the premium. The employee's share of the cost will be made through payroll deduction.*

15. Additional PERS Contribution

Beginning July 1, 2024 (Year 4 of the proposed contract term) Teamsters employees considered CalPERS "classic" members in Tier 1 and Tier 2, will contribute an additional 1% towards CalPERS costs for a total of 9%.

For those employees hired on or before December 31, 2011, and considered "classic" members as defined above:

Employees considered "classic" members will contribute the required member share of seven percent (7%) of his/her compensable earnable salary, on a pre-tax basis, to the extent permitted by the Internal Revenue Code, towards the "member contribution" portion of their CalPERS retirement account. In addition, employees considered "classic" members will contribute another one percent (1%) pursuant to Government Code Section 20516 toward the employer's share, on a pre-tax basis to the extent permitted by the Internal Revenue Code. Beginning the first full pay period in July 2024, employees considered "classic" members will contribute an additional one percent (1%) pursuant to Government Code Section 20516 towards the employer's share, on a pre-tax basis to the extent permitted by the Internal Revenue Code. The total employee contribution will be 9%.

The City will provide under its contract with CalPERS the following provisions for each employee in this first tier:

- 1. The Indexed Level 1959 Survivors Benefits;*
- 2. The retirement benefit of 2%-at-55 formula; and*
- 3. The One Year Final Compensation option.*

Upon retirement from the City of Poway following at least 20 years of service, the City also provides a supplemental PARS administered benefit applied to Poway and all prior CalPERS service with previous public agencies. When combined with CalPERS, this is the equivalent of the 2.7% @ 55 formula total retirement benefit.

For employees hired after December 31, 2011, and considered "classic" members as defined above:

The City will provide under its contract with CalPERS the following provisions for each employee in this second tier:

- 1. The retirement benefit of 2%-at-60 formula;*
- 2. The Indexed Level 1959 Survivors Benefits; and*
- 3. Average of three highest years' compensation.*

Employees in the second tier and considered "classic" members will contribute the required member share of seven percent (7%) of his/her compensable earnable salary on a pre-tax basis, to the extent permitted by the Internal Revenue Code, towards the "member contribution" portion of their CalPERS retirement account. In addition, employees in the second tier considered "classic" members will contribute another one percent (1%) pursuant to Government Code Section 20516 toward the employer's share, on a pre-tax basis to the extent permitted by the Internal Revenue Code. Beginning the first full pay period in July 2024, employees considered "classic" members will contribute an additional one percent (1%) pursuant to Government Code Section 20516 towards the employer's share, on a pre-tax basis to the extent permitted by the Internal Revenue Code. The total employee contribution will be 9%.

Regular full-time employees hired after January 9, 2012 are not eligible for a supplemental PARS benefit.

16. General MOU Language Clean Up

ACCEPTED ON June 16, 2021 by:

FOR GENERAL EMPLOYEE

REPRESENTATIVES

Neil Sholander



Bryce Greschke



Stephanie Lacombe

Jeff Zamora



Jason Rice



Croft Oxley

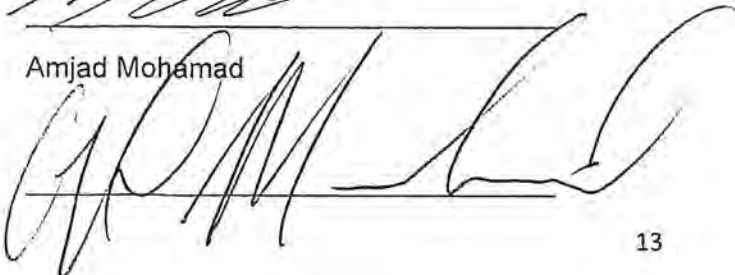


Jesse Gonzales

Michael Alcanter



Amjad Mohamad



FOR CITY OF POWAY

Jodene Dunphy



Aaron Beanan



Will Wiley



Emily Wolf



Leah Trapse



RESOLUTION NO. 21-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POWAY, CALIFORNIA, APPROPRIATING FUNDS IN FISCAL YEAR 2021-22 TO IMPLEMENT THE FINANCIAL TERMS OF THE TENTATIVE AGREEMENT WITH THE NON-SAFETY BARGAINING UNIT, CALIFORNIA TEAMSTERS LOCAL 911 AND THE SALARY AND BENEFIT PLAN FOR MANAGEMENT/CONFIDENTIAL EMPLOYEE GROUP

WHEREAS, on July 20, 2021, the City of Poway has reached a Tentative Agreement with the Non-Safety Employee Bargaining Unit, California Teamsters Local 911 and the City Council has authorized the City Manager to execute a successor Memorandum of Understanding with Teamsters with a term of July 1, 2021 through June 30, 2027;

WHEREAS, the City Council of the City of Poway has authorized certain salary and benefit changes for employees in the Management/Confidential Employee Group for Fiscal Year 2021-22 through Fiscal Year 2026-27;

WHEREAS, an appropriation in Fiscal Year 2021-22 of \$852,383 is necessary to implement the year 1 changes to the Memorandum of Understanding document for employees designated as Teamsters;

WHEREAS, an appropriation in Fiscal Year 2021-22 of \$892,176 is necessary to implement the year 1 changes to the Salary and Benefit Plan document for employees designated as Management/Confidential;

WHEREAS, the appropriations for year 1 changes to the successor Memorandum of Understanding with Teamsters and the Salary and Benefits Plan document for Management/Confidential employees will come from unassigned General Fund balance, Gas Tax Fund balance, Road Repair Fund balance, Prop A (70%) Fund balance, Prop A (30%) Fund balance, Drainage Fund balance, LMD Funds fund balance, Water Fund balance, Wastewater Fund balance, and Fleet – Vehicle Maintenance fund balance and sufficient funds are available.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Poway as follows:

1. That the above recitations are true and correct.
2. That the Director of Finance is authorized to appropriate \$1,744,559 from fund balance to cover the Fiscal Year 2021-22 expenses for Teamsters and the Management/Confidential employees.
3. That the following appropriations by fiscal year will be included in the applicable operating budgets:

Fiscal Year	Amount
Fiscal Year 2022-23	\$1,740,342
Fiscal Year 2023-24	672,422
Fiscal Year 2024-25	1,671,965
Fiscal Year 2025-26	2,793,094
Fiscal Year 2026-27	3,969,644
Total	\$10,847,467

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Poway, California on the 20th day of July, 2021 by the following vote, to wit:

AYES:	MULLIN, FRANK, GROSCH, LEONARD, VAUS
NOES:	NONE
ABSENT:	NONE
DISQUALIFIED:	NONE



Steve Vaus, Mayor

ATTEST:



Deborah Harrington, Interim City Clerk

RESOLUTION NO. 21-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
POWAY, CALIFORNIA, APPROVING THE TEAMSTERS SALARY
SCHEDULE EFFECTIVE JULY 20, 2021

WHEREAS, the Facilities Maintenance Crew Leader was retitled to Senior Facilities Technician and approved as part of the City of Poway Position Classification Plan on June 16, 2021;

WHEREAS, a Salary Schedule is established for designated Non-Safety Employees represented by Teamsters Local 911; and

WHEREAS, there are no across the board changes to the actual salaries incorporated into the Teamsters Salary Schedule for Fiscal Year 2021-22.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Poway as follows:

Section 1: The above recitals are true and correct; and

Section 2: The Salary Schedule for employees designated as Teamsters, attached hereto as Exhibit A, is hereby adopted, effective July 20, 2021.

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Poway, California on the 20th day of July, 2021 by the following vote, to wit:

AYES: MULLIN, FRANK, GROSCH, LEONARD, VAUS

NOES: NONE

ABSENT: NONE

DISQUALIFIED: NONE


Steve Vaus, Mayor

ATTEST:



Deborah Harrington, Interim City Clerk

EXHIBIT A
City of Poway
Non-Safety Salary Schedule

Effective July 20, 2021							
Classification Title (in alphabetical order)	Grade	Approx. Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Technician I	291	3,326 - 4,043	19.1880	20.1477	21.1548	22.2126	23.3231
Administrative Assistant I	240	2,936 - 3,569	16.9394	17.7863	18.6759	19.6093	20.5896
Administrative Assistant II	270	3,162 - 3,843	18.2419	19.1540	20.1119	21.1171	22.1727
Administrative Assistant III	330	3,667 - 4,457	21.1549	22.2129	23.3238	24.4893	25.7136
Aquatics Coordinator	320	3,577 - 4,348	20.6389	21.6711	22.7549	23.8920	25.0864
Box Office Coordinator	320	3,577 - 4,348	20.6389	21.6711	22.7549	23.8920	25.0864
Construction Maintenance Crew Leader	390	4,252 - 5,169	24.5332	25.7601	27.0484	28.4000	29.8199
Construction Maintenance Worker I	290	3,322 - 4,038	19.1653	20.1237	21.1301	22.1861	23.2952
Construction Maintenance Worker II	330	3,667 - 4,457	21.1549	22.2129	23.3238	24.4893	25.7136
Contract Specialist/Inspector	460	5,055 - 6,144	29.1623	30.6206	32.1520	33.7587	35.4464
Cross-Connection Specialist	500	5,580 - 6,782	32.1898	33.7993	35.4892	37.2637	39.1269
Customer Services Field Worker	430	4,694 - 5,705	27.0801	28.4343	29.8563	31.3483	32.9155
Customer Services Technician I	291	3,326 - 4,043	19.1880	20.1477	21.1548	22.2126	23.3231
Customer Services Technician II	332	3,695 - 4,492	21.3201	22.3861	23.5055	24.6808	25.9147
Development Services Aide	240	2,936 - 3,569	16.9394	17.7863	18.6759	19.6093	20.5896
Engineering Inspector	470	5,181 - 6,298	29.8914	31.3861	32.9558	34.6027	36.3326
Engineering Technician I	430	4,694 - 5,705	27.0801	28.4343	29.8563	31.3483	32.9155
Engineering Technician II	470	5,181 - 6,298	29.8914	31.3861	32.9558	34.6027	36.3326
Equipment Mechanic	400	4,359 - 5,298	25.1465	26.4041	27.7246	29.1100	30.5654
Facilities Maintenance Technician I	330	3,667 - 4,457	21.1549	22.2129	23.3238	24.4893	25.7136
Facilities Maintenance Technician II	370	4,048 - 4,920	23.3510	24.5188	25.7451	27.0315	28.3830
Front of House Coordinator	320	3,577 - 4,348	20.6389	21.6711	22.7549	23.8920	25.0864
GIS Technician I	430	4,694 - 5,705	27.0801	28.4343	29.8563	31.3483	32.9155
GIS Technician II	470	5,181 - 6,298	29.8914	31.3861	32.9558	34.6027	36.3326
Lead Customer Services Field Worker	470	5,181 - 6,298	29.8914	31.3861	32.9558	34.6027	36.3326
Lead Customer Services Technician	430	4,693 - 5,705	27.0801	28.4343	29.8563	31.3483	32.9155
Lead Engineering Inspector	550	6,313 - 7,673	36.4198	38.2411	40.1535	42.1601	44.2678
Park Ranger	250	3,010 - 3,658	17.3629	18.2310	19.1428	20.0995	21.1043
Parks Maintenance Crew Leader	390	4,252 - 5,169	24.5332	25.7601	27.0484	28.4000	29.8199
Parks Maintenance Worker I	290	3,322 - 4,038	19.1653	20.1237	21.1301	22.1861	23.2952
Parks Maintenance Worker II	330	3,667 - 4,457	21.1549	22.2129	23.3238	24.4893	25.7136
Records Technician	350	3,852 - 4,683	22.2259	23.3374	24.5046	25.7290	27.0153
Recreation Coordinator	320	3,577 - 4,348	20.6389	21.6711	22.7549	23.8920	25.0864
Recreation Leader I	170	2,470 - 3,002	14.2504	14.9631	15.7113	16.4967	17.3213
Senior Administrative Assistant	370	4,048 - 4,920	23.3510	24.5188	25.7451	27.0315	28.3830
Senior Equipment Mechanic	452	4,980 - 6,053	28.7288	30.1652	31.6734	33.2571	34.9200
Senior Facilities Maintenance Technician	430	4,694 - 5,705	27.0801	28.4343	29.8563	31.3483	32.9155
Senior Park Ranger	290	3,322 - 4,038	19.1653	20.1237	21.1301	22.1861	23.2952
Senior Utility Systems Mechanic	560	6,471 - 7,865	37.3303	39.1968	41.1567	43.2145	45.3752
Senior Utility Systems Technician	580	6,798 - 8,263	39.2201	41.1811	43.2402	45.4022	47.6723
Stormwater Maint. & Const. Worker I	290	3,322 - 4,038	19.1653	20.1237	21.1301	22.1861	23.2952
Stormwater Maint. & Const. Worker II	330	3,667 - 4,457	21.1549	22.2129	23.3238	24.4893	25.7136
Technical Theater Coordinator	320	3,577 - 4,348	20.6389	21.6711	22.7549	23.8920	25.0864
Utility Systems Mechanic	520	5,862 - 7,125	33.8194	35.5106	37.2864	39.1499	41.1070
Utility Systems Technician	520	5,862 - 7,125	33.8194	35.5106	37.2864	39.1499	41.1070
Warehouse Associate	370	4,048 - 4,920	23.3510	24.5188	25.7451	27.0315	28.3830
Wastewater Utilities Crew Leader	500	5,580 - 6,782	32.1898	33.7993	35.4892	37.2637	39.1269
Wastewater Utilities Worker I	390	4,252 - 5,169	24.5332	25.7601	27.0484	28.4000	29.8199
Wastewater Utilities Worker II	430	4,694 - 5,705	27.0801	28.4343	29.8563	31.3483	32.9155
Water Meter Reader	370	4,048 - 4,920	23.3510	24.5188	25.7451	27.0315	28.3830
Water Treatment Plant Operator I	420	4,579 - 5,566	26.4196	27.7406	29.1276	30.5840	32.1132
Water Treatment Plant Operator II	470	5,181 - 6,298	29.8914	31.3861	32.9558	34.6027	36.3326
Water Treatment Plant Operator III	520	5,862 - 7,125	33.8194	35.5106	37.2864	39.1499	41.1070
Water Utilities Crew Leader	520	5,862 - 7,125	33.8194	35.5106	37.2864	39.1499	41.1070
Water Utilities Worker I	400	4,359 - 5,298	25.1465	26.4041	27.7246	29.1100	30.5654
Water Utilities Worker II	430	4,694 - 5,705	27.0801	28.4343	29.8563	31.3483	32.9155

*Approved at the
July 20, 2021
Poway City Council Meeting*