

RESOLUTION NO 16-05

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE,
2 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE
3 EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE
4 LA VERNE CITY COUNCIL AND THE LA VERNE CITY EMPLOYEE
5 ASSOCIATION (LVCEA) FOR A TEN MONTH PERIOD FROM MARCH 7, 2016
6 – DECEMBER 31, 2016

7 **BE IT RESOLVED** by the La Verne City Council as follows:

8 **Section 1.** The City Manager of the City of La Verne is hereby authorized
9 to execute a Memorandum of Understanding between the City of La Verne and
10 the La Verne City Employee Association, said memorandum of understanding
11 being in the form attached hereto and made a part hereof by reference as though
12 the same were set forth in full herein.

13 **Section 2.** That the Mayor shall sign and the Deputy City Clerk shall
14 certify to the passage and adoption of this resolution and thereupon the same
15 shall take effect and be in force.

16 **PASSED, APPROVED AND ADOPTED** this 7th day of March, 2016.

17 **/s/ DON KENDRICK**

18 _____
19 Mayor Don Kendrick

20 ATTEST:

21 **/s/ Lupe Gaeta Estrella**

22 _____
23 Lupe Estrella, Deputy City Clerk

24 I hereby certify that the foregoing **Resolution No. 16-05** was duly and regularly
25 adopted by the City Council of the City of La Verne at a meeting thereof held on
26 the 7th day of March, 2016, by the following vote:

27 AYES: Hepburn, Rosales, Carder, Redman, and Mayor Kendrick
28 NOES: None.
29 ABSENT: None.
30 ABSTAIN: None.

31 **/s/ Lupe Gaeta Estrella**

32 _____
33 Lupe Estrella, Deputy City Clerk

PREAMBLE

This Memorandum of Understanding is entered into this 7th day of March, 2016, between the City of La Verne (hereinafter referred to as City) and the La Verne City Employees' Associates (LVCEA) (hereinafter referred to as Association).

Article 1 – Recognition

The City recognizes the Association as the exclusive employee organization for the following positions or any other full-time (36 or 40 hour work week, as applicable) positions which may be added comprising the miscellaneous employees and herein referred to as "employee(s)" or affected employee(s):

- Account Clerk I
- Account Clerk II
- Account Clerk III
- Administrative Clerk I
- Administrative Clerk II
- Administrative Secretary
- Auto Parts Technician
- Communications Officer
- Customer Service Representative I
- Customer Service Representative II
- Equipment Mechanic I
- Equipment Mechanic II
- Equipment Operator
- Equipment Service Worker
- Fire Safety Specialist
- Heavy Equipment Mechanic
- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III
- Maintenance Leadworker
- Police Aide I
- Police Aide II
- Police Clerk I
- Police Clerk II
- Police Service Technician
- Senior Police Aide
- Water Production System Operator
- Water System Specialist

Article 2 – City Council Approval

It is agreed that this Memorandum of Understanding is of no force or effect until ratified and approved by Resolution duly adopted by the City Council of the City of La Verne.

Article 3 – Management Rights

All management rights and functions except those that are clearly and expressly limited in this Memorandum of Understanding shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City.
2. Schedule working hours.
3. Establish, modify, or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, or discharge any employee.
6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, divisions or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine processes, techniques, methods, and means of performing work.
10. Determine the size, character and use of inventories.
11. Determine financial policy, including accounting procedure.
12. Determine administrative organization of the system.
13. Determine selection, promotion, or transfer of employees.
14. Determine the size and character of the work force.
15. Determine the allocation and assignment of work to employees.
16. Determine policy affecting the selection of new employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials, and equipment.
20. Schedule work periods and determine the number and duration of work periods.
21. Establish, modify, eliminate or enforce rules and regulations.
22. Place work with outside firms.
23. Determine the kinds and numbers of personnel necessary.
24. Determine the methods and means by which such operations are to be conducted.
25. Require employees, where necessary, to take in-service training courses during working hours.
26. Determine duties to be included in any job classification.

27. Determine the necessity of overtime and the amount of overtime required.
28. Take any necessary action to carry out the mission of the City in cases of emergency.
29. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions.

Article 4 – Association Rights and Dues

The Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment.

- A. The City shall deduct dues and other premiums biweekly of each employee member and remit to the Association for the duration of this Memorandum of Understanding such monies that employees authorize in writing the City to deduct.
- B. The Association agrees to hold harmless and indemnify the City against any such claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Association.

Article 5 – No Strike

The City and Association agree that it is to their mutual benefit to encourage resolution of differences through negotiation. Therefore, during the term of this Memorandum of Understanding, the City agrees that it will not cause a lockout of employees and the Association agrees that it will not sanction or cause a strike, slowdown, and stoppage of work or other job action. Compliance with the request of other labor organizations is included within this prohibition.

Article 6 – Layoff Procedures

- A. Prior to initiating layoff procedures, the City will notify Association leadership at least thirty (30) calendar days prior to pending layoffs.
- B. In the event a reduction in the work force is necessary, the employee in the classification reduced with the least seniority shall be laid off first. Full-time, permanent employees shall be deemed to have seniority over part-time, hourly employees.
- C. For the purposes of this section, seniority will be defined as the total of continuous full-time service in permanent and probationary status with the City. Based on that, priority will be given as follows:
 - 1. Total City service; and
 - 2. Service within classification
- D. Any represented employee who has been notified of layoff may elect to accept the layoff or exercise bump-down rights. Represented employees, if qualified and able to work, shall be authorized to bump into any lower rated classification within the division and replace any employee who has less seniority. Employees exercising bump down rights must do so within five (5) working days after receipt of notice of layoff.
- E. Employees bumped by higher seniority employees shall themselves have the option of exercising bump down rights.
- F. No new employee shall be hired in a classification for which a layoff has been effectuated for a period of twelve (12) months until all employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the position held at the time of separation and in reverse order of their layoff or demotion. Such right of reinstatement must be exercised within twenty (20) days after the City deposits its written notice of recall from layoff in the United States Mail addressed to the employee's last known address. Such mailing shall be by certified mail – return receipt requested.
- G. For purposes of this Article, employees promoted out of this unit of representation shall, upon completion of the probationary period in their new position, lose all seniority and bumping rights to their former positions.

Article 7 – Salary Rates and Step Advancements

- A. **Salary Step Advancement.** Newly hired employees, hired at a salary step above Step 1 will, at the discretion of the City Manager, remain in the entry level salary step for one (1) year before receiving a step increase pursuant to this Article. Employees hired at a variable entrance rate shall be advised of time periods for step increases at the time of being interviewed by the appointing authority before hire. Variable entrance steps may be established if justified by recruitment needs through Step 5 with the approval of the City Manager. All step advancements shall be based upon a five (5) step salary schedule with a five percent (5%) difference between steps in salary range. Within the salary range, all step advancements will be made on the first day of

the closest pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification.

1. Advancement to Step 2 (or next) shall be contingent upon satisfactory completion of six months on Step 1.
2. Advancement to Step 3 (or next) shall be contingent upon completion of one (1) year of satisfactory work performance on Step 2 (or second) step.
3. Advancement to Step 4 (or next) step shall be contingent upon completion of one (1) year of satisfactory work performance on Step 3 (or third) step.
4. Advancement to Step 5 (or final) step shall be contingent upon completion of one (1) year of satisfactory work performance on Step 4 (or fourth) step.

The time required for step advancement shall be extended by any time spent on leave without pay that exceeds forty (40) hours in any month. The City Manager may authorize the adjustment of salary step or salary rate of any employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any payroll error, omission, or salary inequity.

The salary step plan, as described on the attached salary schedule, shall provide a salary range for each job classification covered in this Memorandum of Understanding.

B. Salary Plan Administration/Work Performance Evaluation.

1. Employees shall normally be paid by the end of the work shift on or before every other Thursday.
2. When the normal pay day falls during an employee's annual vacation leave, such employee shall receive a vacation advance on the last working day prior to such annual vacation leave provided a written request is submitted to the Finance Officer at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck.
3. A work performance evaluation (WPE) shall be completed by the employee's supervisor within ten (10) working days prior to the employee's step advance anniversary dated for all permanent employees in the City. The evaluation shall include the following elements:
 - a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after review and acknowledgement by the employee.
 - b. A discussion between the evaluator and the employee being evaluated on the content of the performance evaluation.
 - c. A provision whereby an employee may submit a written response to any statement made on the evaluation, which must be filed with the evaluation and forwarded, to the reviewing official. Such response must be acknowledged in writing by the reviewing official and shall become an official part of the evaluation.

If the evaluation is competent or better, the employee will be granted the step advance. If the employee receives an overall "Unsatisfactory" or "Improvement Needed" WPE, the employee's step increase will not be granted; provided, however, inadequate work performance has been

previously documented and the employee was given the opportunity to improve performance. A withheld step advancement will be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be no less than thirty (30) and no more than ninety (90) days. The length of the review period shall be established with due consideration given to the employee's work history with the City.

In cases where no WPE is filed within the time frames established herein, the employee will contact the City Manager or his designee, and a WPE will be completed within three (3) working days. Step advances will be retroactive to the employee's anniversary date.

4. All step increases, promotions, demotions, or other changes in the employee's salaries shall occur at the beginning of the closest pay period.
- C. **Pay for Performance Plan.** To recognize employees that perform at a high level, the City has developed a program for represented positions scheduled 36 hours a week. Compensation through this program will be separate from annual market adjustments.
- D. **Probationary Period.**
1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months, while promotional appointments shall be subject to a six (6) month probationary period.
 2. The probationary period may be extended by the City as a result of an employee's unfavorable performance evaluation. City may extend probation for up to two three-month intervals, not to exceed eighteen months of total probation.
 3. During the probationary period, an employee will be evaluated at the end of three (3) months, six (6) months, and twelve (12) months.
 4. During the probationary period, a newly hired employee may be discharged by the City without right of appeal if the City deems the employee unfit or unsatisfactory for permanent appointment.
 5. During the probationary period, a promoted employee may be demoted back to the previous job held without right of appeal, if the City deems the employee unfit or unsatisfactory for permanent appointment to the promoted position.
 6. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing an employee's work, for securing the most effective adjustment of a new employee to a position, and for rejecting an employee whose performance does not meet the standards of work.
- E. **New Classifications.** The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment to the new position.
- F. **Reclassification** is a permanent change of an existing position as a result of changes in the function, duties, and/or responsibilities assigned to the position. If an employee feels he/she is working out of classification, said employee or

employee representative may submit a written request to justify a reclassification study to the City Manager or his/her designee. The City Manager or his/her designee shall determine whether justification is sufficient for all reclassification studies.

1. The City may reclassify any job within the city service to accommodate changed job duties not anticipated in the original classification.
2. Reclassifications shall not be used with the purpose of avoiding restrictions surrounding promotions and demotions.
3. An employee whose job is reclassified and includes a higher rate of pay shall receive the salary step in the reclassified position's range that is higher but closest to the salary currently held by such employee.
4. An employee whose job is reclassified and includes a lower rate of pay shall remain at the current level of pay until the new salary range equals or exceeds such current level.
5. The Association will be notified of any reclassification of filled positions within the unit of representation and shall be given the opportunity to discuss said reclassification with the City prior to implementation.

G. **Acting Appointments**. The City may designate an employee to an acting capacity in a job classification different than that currently held by the employee. The employee shall receive a minimum of five percent (5%) above the employee's current base monthly salary added to the employee's wages after ten (10) consecutive working days of service in such acting capacity.

1. Service in an acting capacity shall not continue beyond six (6) months except upon mutual agreement of all parties.
2. An employee having served in an acting capacity and subsequently having been appointed to the position shall establish a new anniversary date as the first day of permanent appointment to the position.

H. **Promotion** is the permanent appointment of an employee from one classification to another classification having a higher base monthly salary.

1. A promoted employee shall receive a minimum of a five percent (5%) salary increase, provided, however, that no employee shall receive a salary that exceeds or deviates from the salary range and steps established for the promotional classification. A promoted employee appointed at other than Step 1 shall not receive another step increase for a minimum of one (1) year.
2. A new step advance date shall be established and any promoted employee shall be subject to a six (6) month probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same salary level the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in Section H.
3. Nothing in this section shall be construed as limiting the City's right to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

- I. **Demotion.** The City may, with cause, demote an employee to a lower job classification.
 1. A demoted employee shall receive a minimum decrease in salary equivalent to one (1) salary step in the employee's current job classification, provided, however, that no employee shall receive a salary which exceeds the maximum range level established for the lower job classification.
 2. A new anniversary date shall be established for a demoted employee as the day on which the employee begins performing the duties of the lower job classification.
- J. **Personnel Records.** Personnel records are confidential and access to personnel records of the employee shall be limited to the City Manager, Assistant to the City Manager, Department Head, or Division Manager. Employees currently employed by the City and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during business hours.

Employees shall receive, upon his/her request, a copy of any document placed in the employee's personnel file. Negative information may be purged from personnel records upon request of the employee and approval of the City Manager.

Employees and/or their representatives desiring to review such records shall make such request in advance to the City Manager or the Assistant to the City Manager as appropriate.
- K. **Maintenance Worker III Program.** A classification of Maintenance Worker III is established with a salary range established at a level of ten percent (10%) above Maintenance Worker II. As employees become qualified, a minimum of two (2) positions in each of the Streets Division, Water/Sewer Division, and Parks Division shall be budgeted at the Maintenance Worker III level. All promotional appointments to Maintenance Worker III shall be accomplished in accordance with the competitive selection procedures in the City's Personnel Rules and Regulations. Eligibility criteria to qualify for promotion to Maintenance Worker III shall be as follows:
 1. The employee must have successfully completed (received a "C" or better grade) five (5) job related three (3) unit college level courses that have been pre-approved by the Personnel Officer. For employees hired after January 1, 1998, all five (5) courses must be completed after employment with the City of La Verne. The employee, with the approval of the Personnel Officer, may substitute one (1) job-related certification course, requiring substantially the same amount of class time and study as a college level course, for one (1) of the five (5) college courses. If an employee has completed three or more job related classes within the five years prior to employment, only three additional classes are necessary to qualify for the bonus. In these cases, if not enough job related classes are available, the City shall expand the scope of the classes on an as needed basis.

2. The employee must have an accumulated sick leave balance of at least 200 hours. An employee who does not possess this minimum sick leave balance may apply for promotion if documentation from a physician is provided which establishes that the employee has been stricken with a chronic or catastrophic illness or injury which has rendered the employee totally incapacitated for intervals of at least four (4) consecutive work days thereby preventing the accumulation of 200 hours of sick leave. Sick leave utilized in conjunction with a job related injury or bereavement during the past three (3) years that has prevented the accumulation of 200 hours of sick leave shall not adversely affect an employee's candidacy for promotion.
 3. The employee's work performance evaluations for the past three (3) annual evaluation periods must contain ratings of "meets expectations" or better overall.
 4. The employee shall not have tested positive for drugs for three (3) years.
 5. Possession of a California Commercial driver's license.
 6. Completion of a drug screen.
- L. **Senior Police Aide Program.** A Senior Police Aide classification shall be established with a salary range set at ten percent (10%) above the Police Aide II range. Eligibility criteria to qualify for promotion to Senior Police Aide shall be as follows:
1. Successful completion of three (3) years service as a full-time Police Aide II; and
 2. Attaining "above satisfactory" performance evaluations; and
 3. The recommendation of the Chief of Police that the Police Aide II be promoted to Senior Police Aide.
- M. **Training Pay for Communications Officers.** A Communications Officer, designated to train another Communications Officer, shall be paid a salary differential of five percent (5%) during the time he or she is serving as a trainer.

Article 8 – Hours of Work

- A. **Work Shift.** The normal work shift for Association represented employees shall consist of a workday of nine (9) hours, except for Communications Officers whose workday consists of ten (10) hours and for Police Aides whose workday consists of twelve (12) hours. The parties agree to continue exploration of a 3/12 shift for Communications Officers, provided the final schedule is beneficial for City operations and not a financial burden.
- B. **Work Week.** The normal workweek for Association represented employees shall consist of four (4) consecutive nine (9) hour days totaling thirty-six (36) hours per week. Communications Officers shall be scheduled on the 4/10 Plan and Police Aides shall be scheduled on the 3/12 Plan.
- C. **Exceptions.** Employees for whom the City deems a different schedule to be desirable or necessary shall work according to such other schedule.

- D. **Rest Periods.** Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during the workday. The City shall determine the time and manner in which rest periods shall be taken.

In lieu of the 30-minute morning break, positions assigned to the maintenance facility typical break schedule will consist of a 15-minute morning break and a 45-minute lunch. As a pilot program, the City will reevaluate the effectiveness of this schedule six months after implementation.

- E. **Communications Center Staffing.**

1. The Department will identify an eight (8) hour period of time for each day of the workweek during which two (2) Communications Officers will be deployed.
2. Police Department will staff the communications center with a minimum of (7) full-time Communication Officers. Both parties acknowledge that it is the Police Department's goal to staff the communication center twenty-four (24) hours a day, seven (7) days a week, with two (2) Communication Officers. However, that coverage will be at the Chief's discretion.

Article 9 – Fair Labor Standards Act (FLSA) Provisions

- A. **Exempt Employees.** Although all classifications listed in this Memorandum of Understanding are part of the LVCEA bargaining unit, for purposes of the FLSA, the City will designate certain positions exempt per Department of Labor guidelines. The City shall so inform said employees in writing and place a copy of said notice in the employee's personnel file.
- B. **Work Period.** The work period for all employees within the bargaining group shall be seven (7) days in length. An exception is the classification of Water Production System Operator with a work period of fourteen (14) days in length.
- C. **Overtime.** All employees shall be compensated in accordance with the provisions of Article 10 of this Memorandum of Understanding.
- D. **Training Schools.** Non-mandatory attendance at training schools/facilities that improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus twenty-four (24) hours a day. Travel time to and from the training facility, for non-mandatory training, outside of an employee's normal work shift, is not compensable hours of work.
- E. **Employee Lockers.** Employees may be provided with a locker for their own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Time spent in changing clothes before or after a shift, or during lunch, is not considered hours worked and is not compensable in any manner whatsoever.

Article 10 – Overtime

An employee shall be credited for authorized work before or after the normal regularly schedule workday by receiving overtime pay or compensatory time off as may be requested by the employee and approved by the City.

- A. **Prior Authorization.** Overtime must be authorized in advance by the City except in cases of emergency.

All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty times are considered as authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in denial of the overtime request.

Employees are cautioned not to spend excessive amounts of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.

- B. **Rate.** Employees assigned to a four (4) day, thirty-six (36) hour work week shall be provided overtime pay at time and one-half for all hours worked over thirty-six (36) per week or nine (9) hours in a day.

Employees assigned to a five (5) day, forty (40) hour work week shall be provided overtime pay at time and one-half for all hours worked over forty (40) hour per week, or eight (8) hours in a day.

Employees assigned to a four (4) day, forty (40) hour workweek shall be provided overtime pay at time and one-half for all hours worked over forty (40) per week, or ten (10) hours in a day.

Employees assigned to a three (3) day, thirty-six (36) hour work week shall be provided overtime pay at time and one-half for all hours worked over thirty-six (36) hours per week, or twelve (12) hours in a day.

Maintenance employees shall be provided overtime pay at double time for all hours worked over sixteen (16) consecutive hours except in the event of a local disaster, as declared by the City Council or City Manager (i.e., earthquake, flood, fire, etc.).

- C. **Compensatory Time.** Employees assigned to a four (4) day, thirty-six (36) hour work week may choose to be provided compensatory time off in lieu of pay at time and one-half for all hours worked over thirty-six (36) hour per week, or nine (9) hours in a day.

Employees assigned to a five (5) day, forty (40) hour work week may choose to be provided compensatory time off in lieu of pay at time and one-half for all hours worked over forty (40) hours per week, or eight (8) hours in a day.

Employees assigned to a four (4) day, forty (40) hour work week may

choose to be provided compensatory time off in lieu of pay at time and one-half for all hours worked over forty (40) per week, or ten (10) hours in a day. Employees assigned to a three (3) day, thirty-six (36) hour work week may choose to be provided compensatory time off in lieu of pay at time and one-half for all hours worked over thirty-six (36) hours per week, or twelve (12) hours in a day.

Employees may accrue up to two hundred forty (240) hours of compensatory time, which must be used in the calendar year it was earned. Unused time on the books as of the last pay period in November shall be paid to an employee based on their current rate of pay and shall be paid by December 15th. Compensatory time earned in December shall be carried over to the next calendar year. Unused compensatory time on the books shall be paid at termination.

- D. **Uninterrupted Meal**. In the event an employee is not permitted to have an uninterrupted meal period, such employee shall be paid for actual interrupted time at the overtime rate.
- E. **Hours Worked**. For purposes of this Article, "hours worked" shall include any time on paid leave.

Article 11 – Call-Back Allowance

An employee not on standby duty who is called back after working a regular shift or work week and having left the City premises shall be compensated for a minimum of two (2) hours or for actual hours worked, whichever is greater, at the overtime rate.

Article 12 – Standby Duty; Standby Court Allowance

- A. **Standby Duty**. Employees assigned standby duty shall provide reasonable response time to emergency call-back situations. During standby duty, the assigned employee shall not be restricted in movement and/or activities and may effectively use "standby" time for his /her own personal purposes, provided he/she can provide a reasonable response time. If the employee is unable to provide a reasonable response to call-back, he/she may be removed from standby duty without any other disciplinary repercussions, except as otherwise provided by Association contract or applicable law.
 - 1. **Payment for Actual Hours Worked**. An employee assigned to standby duty that is called in to perform work shall be compensated for actual hours worked at the overtime rate.
 - 2. **Compensation**. An employee on standby duty shall be compensated for two (2) hours per day at the rate of the employee's hourly pay rate for each day on standby assignment.
 - 3. **City Vehicle**. Only an employee assigned standby duty shall be allowed to take an appropriate City vehicle home for official use only.

4. **Assignment.** Standby duty shall be assigned one (1) week at a time to affected employees on a rotating basis. The employee assigned is required to be available for call on a 24-hour basis.
 5. **Call-in Procedure.** Normally, an employee on standby duty will be called to work by the City Police Department or by a City supplied "beeper".
 6. **Availability During Lunch.** An employee assigned to standby duty shall be available for call out during lunch or rest periods during the regular workweek.
 7. **Schedules Posted.** Standby workweek schedules shall be posted by the department at the end of each month and shall cover an eight-week period.
 8. **Exchange of Assignments.** Employees may exchange assigned standby weeks with the approval of the department head.
- B. **Standby Court Allowance.** An employee not otherwise scheduled to work on a given day and who is placed on "standby" or "on call" status pursuant to subpoena or other lawful order for a work related case, shall receive two (2) hours salary at straight time as a result of any time spent in such status in the A.M. and two (2) hours compensation for all time spent in such status in the P.M. An employee on standby duty may use standby time for his/her own personal purposes, provided he/she can provide a reasonable response time.
- At the time it is earned, the employee shall have the option of accruing their two (2) hour morning and/or two (2) hour afternoon standby time at straight time, up to a maximum of twenty-four (24) hours. Said accrual may be used only when the employee can take time off without replacement. The City shall not be obligated to pay off said accrual at any time.
- If the employee actually responds pursuant to subpoena or other lawful order during the first two (2) court hours in the A.M. and/or P.M., then the employee shall be paid the standby rate in the A.M. and/or P.M., or the overtime rate for actual hours worked in the A.M. and/or P.M., whichever is greater. Any response thereafter shall be compensated at the overtime rate in addition to the two (2) hours at the standby rate.

Article 13 – Sick Leave

- A. **Accrual Rates.** All employees shall accrue sick leave at the rate of eight (8) hours per month for each calendar month of service. Sick leave time shall accrue on a monthly basis, beginning with the first month of employment and shall be prorated when an employee begins or terminates his/her employment in the middle of a month.
- B. **Accumulation.** Sick leave may be accumulated indefinitely as long as the employee works for the City.
- C. **Deduction.** Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

- D. **Accrual During Leave**. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by this Memorandum of Understanding.
- E. **Accrual After Separation**. Sick leave shall not be accrued by any employee absent from duty after separation from City service, or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.
- F. **Physician's Certificate**. Evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's absence during a time for which sick leave is requested.
- G. **Bereavement/Family Leave**. A separate bereavement leave benefit, not chargeable to sick leave, is hereby established. Two (2) work days leave, the number of hours to conform to the employee's typical work day, shall be available to employees in the case of a death of a spouse, mother, father, sisters, brother, children, grandparents, grandchildren, mother-in-law or father-in-law. Evidence of family relationship may be required before such leave is granted.

In addition to the separate bereavement leave benefit, an employee may utilize not to exceed three (3) sick leave days per occurrence for additional bereavement leave time.

An employee may utilize up to five (5) sick leave days per occurrence for family leave in the case of serious illness of any of the family members listed in this subsection.

- H. **Utilization Procedure**. An employee requesting paid sick leave or bereavement leave shall comply with the following:
 - 1. **Call-in Procedure**. The employee shall personally make contact with his/her supervisor at least two (2) hours before the time specified for the beginning of the work shift of his/her absence from duty. In cases in which the ill or disabled employee is physically unable to personally make contact with the Supervisor, the individual designated to provide notification of the absence shall personally make contact with the available Supervisor.
 - 2. **Basis for Absence**. The employee or other individual providing notification to the Supervisor of the employee's absence shall provide the specific reason for the absence. If the absence is for illness or disability of the employee or a family member, the specific nature of the sickness or disability must be specified and logged by the Supervisor.
 - 3. **Accessibility**. An employee who has called in sick for personal illness/disability or family illness/disability shall be available at his/her residence for telephone or personal contact from the Supervisor during the employee's assigned shift. Exceptions to this requirement shall be authorized to seek medical treatment or to obtain medication; however, if it becomes necessary for the employee to leave his/her residence for either of these reasons, the employee shall be required to telephone the Supervisor to advise where he/she is going and the estimated time of return. Employees who have called in sick to care for an immediate family

member who lives outside of the employee's residence to render care provided that the Supervisor is given an address and contact telephone number where the employee can be reached during work hours. The employee's supervisor shall not contact the employee more than twice during each work shift.

4. **Review.** An employee who uses more than 40 hours of sick leave in a fiscal year that has not been documented by a physician's certificate may be subject to appear before a review board comprised of Department management personnel and an Association representative to discuss the bases for the absences. Sick leave hours taken for bereavement shall not be counted for purposes of this section.

I. **Payment Upon Separation.**

1. At termination of employment for other than disciplinary reasons, after fifteen (15) years of service, an employee shall be paid for accrued sick leave up to one (1) month's salary at the then current rate.
2. At the time of retirement the employee also has the option to convert unused sick leave to service credit as provided for under Article 17 E. However, hours used between payout and application to service credit may not exceed employee's balance at time of retirement.
3. Use of sick leave will not be granted after an employee has submitted their letter of resignation, except for medical reasons supported by a doctor's written order. In cases where an employee has given a notice more than two weeks in advance, this provision will apply to their final two weeks of employment.

Article 14 – Holidays

- A. **Authorized Holidays.** Employees shall receive the following ten (10) paid holidays on a straight time basis:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Veterans Day |
| 3. Presidents Day | 8. Thanksgiving |
| 4. Memorial Day | 9. (a) Day before Christmas * |
| | (b) Floating Holiday * |
| 5. Independence Day | 10. Christmas Day |

* Only represented positions assigned to the maintenance facility will receive the day before Christmas off 9 (a). All other represented positions will receive a Floating Holiday 9(b).

- B. **Hours of Pay.** Employees assigned to a thirty-six (36) hour workweek shall be paid for nine (9) hours per holiday. Employees assigned to a forty (40) hour workweek (except Communications Officers) shall be paid for eight (8) hours per holiday. Communications Officers are regarded as "shift employees" and shall receive 80 hours of holiday pay per year at straight time on a prorated basis over 24 pay periods during the calendar year. Police Aides are also regarded as "shift employees" and shall receive 72 hours of

holiday pay per year at straight time on a prorated basis over 24 pay periods during the calendar year. In addition, a shift employee who works on a holiday will receive pay for all hours worked at the rate of time and one-half. All premium pay for hours worked on a holiday must be received by the employee in the form of pay rather than compensatory time. Shift employees are not eligible for Article 14 – Holidays, Section D in recognition of the above added compensation.

- C. **Weekends**. If any holiday falls on a Sunday, the Monday following will be observed as the holiday, or if it falls on a Friday or Saturday, the Thursday preceding will be observed as the holiday.
- D. **Overtime**. In the event that a holiday falls on an employee's regularly scheduled work day and the employee is required to work, for all hours worked the employee shall receive pay at the overtime rate in addition to nine (9) hours of holiday pay for employees assigned to a thirty-six (36) hour work week; or eight (8) hours of holiday pay for employees paid on a forty (40) hour work week basis.
- E. **Holiday Scheduling**. At the discretion of the City, when the scheduled closure of City Hall occurs on a Thursday, that is not the actual holiday, or when the Christmas holiday schedule would cause City Hall to be closed for two (2) consecutive days, the City may seek volunteers to trade holiday time off so that City Hall would remain open an additional day with a staffing of volunteers only, who would take a replacement holiday off. The above provision regarding holiday closures occurring on a Thursday, that is not the actual holiday, will be evaluated at the expiration of the MOU on December 31, 2016.
- F. **Floating Holiday**. Must be used in full-day increment and must be used in benefit period July 1 through June 30 and cannot be carried over from year to year. Floating holidays have no cash-out ability.

Article 15 – Vacations

- A. **Accruals**. All employees shall accrue paid vacation leave as provided below. Vacation time shall accrue on a monthly basis and shall be prorated when an employee begins or terminates his/her employment in the middle of a month.

36-Hour Work Week

Consecutive Years of Service	Weeks Per Year	Hours Per Year
0-3	2.4	86.4
Beginning of 4 th	2.6	93.6
Beginning of 5 th	2.8	100.8
Beginning of 6 th	3.0	108.0
Beginning of 7 th	3.2	115.2
Beginning of 8 th	3.4	122.4
Beginning of 9 th	3.6	129.6

Beginning of 10 th	3.8	136.8
Beginning of 11 th	4.0	144.0
Beginning of 12 th	4.2	151.2
Beginning of 13 th	4.4	158.4
Beginning of 14 th	4.6	165.6

40-Hour Work Week (EXCEPT Communications Officers)

Consecutive Years of Service	Weeks Per Year	Hours Per Year
0-3	2.4	96
Beginning of 4 th	2.6	104
Beginning of 5 th	2.8	112
Beginning of 6 th	3.0	120
Beginning of 7 th	3.2	128
Beginning of 8 th	3.4	136
Beginning of 9 th	3.6	144
Beginning of 10 th	3.8	152
Beginning of 11 th	4.0	160
Beginning of 12 th	4.2	168
Beginning of 13 th	4.4	176
Beginning of 14 th	4.6	184

B. 40-Hour Work Week (Communications Officers)

Consecutive Years of Service	Hours Per Year
0-4	104
Beginning of 5 th	112
Beginning of 6 th	120
Beginning of 7 th	128
Beginning of 8 th	136
Beginning of 9 th	144
Beginning of 10 th	152
Beginning of 11 th	160
Beginning of 12 th	168
Beginning of 13 th	176
Beginning of 14 th	184
Beginning of 15 th	192

C. **Scheduling.** Scheduling of employee vacation leave shall be at the discretion of the City with due regard to the wishes of the employee.

D. **During Probation.** Vacation leave shall not be granted or accrued to any employee during the first six (6) months of the employee's original probationary period. However, on the successful completion of the probationary period, the employee will be credited with vacation leave that would otherwise have been accrued.

- E. **Deduction**. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave. Vacation leave shall not be granted to any employee after separation from City service, or during a City authorized leave of absence without pay or any other leave of absence not authorized by the City.
- F. **Carry Over**. Vacation leave may be carried over from year to year, without limitation.
- G. **Accrual During Leave**. Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave.
- H. **Accrual During Holiday**. In the event that a holiday recognized in this MOU occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave.
- I. **Payment Upon Separation**. An employee separated from City service shall receive full compensation for accrued vacation leave on the books at the employee's then current salary rate.
- J. **Annual Cash Out**. Association represented employees may "cash out" up to forty (40) hours of accumulated vacation on an annual basis provided:
 1. Said employee's sick leave balance meets the minimums indicated below for each year of service:
 - 3 years – 250
 - 4 years – 325
 - 5 years – 400
 - 6 years – 475
 - 7 years – 500
 2. Following the cash out, the employee shall retain a vacation balance of 72 hours or 80 hours (two weeks).
 3. Cash out is paid in conjunction with a vacation leave of at least one week in duration that has been scheduled and approved by the department head at least 30 days in advance.

Article 16 – Uniforms

- A. **Provision of Uniforms**. The City shall provide uniforms to those employees in maintenance classifications. Upon termination, all uniforms shall be returned to the City or the cost of said uniforms shall be deducted from the termination check.
- B. **Allowance**. All employees in the Police Department required to provide and wear uniforms shall receive the sum of six hundred dollars (\$650) per year, payable as part of the first regular paycheck in December. All employees in the Fire Department required to provide and wear uniforms shall receive the sum of four hundred fifty dollars (\$450) per year, payable as part of the first regular paycheck in December. Employees who begin or terminate their employment in the middle of a year shall have their uniform allowance prorated.

- C. **Wearing of Uniform.** The uniforms are only to be worn to and from work during working hours. Any employee wearing a City uniform other than during those hours specified may be subject to disciplinary action.

Work Boots. After six months of employment, employees in maintenance classifications in the Public Works and Parks Departments shall be eligible for reimbursement of 100% of their out of pocket expenses for City approved work boots subject to a budget limit of \$100 on an as needed basis as approved by the division manager. Reimbursement shall be made upon presentation by the employee of an itemized receipt to the division manager showing that work boots meeting the City standards have been purchased after reaching eligibility. All employees who are eligible to receive such reimbursement shall wear work boots that meet City standards at all times while on duty unless otherwise authorized in writing by the department head.

Article 17 – Retirement

All employees shall be covered for retirement purposes by the Public Employees' Retirement System (PERS) in accordance with the contractual agreements between the City and PERS. The plan is administered by the PERS Board. The City and employees shall be subject to the rules and regulations governing retirement, premium cost, etc., as endorsed and accepted by the PERS Board, except as otherwise noted herein:

- A. **Employer Premium.** Premium cost is fixed by the governing board of PERS and is divided between the City and employee. The City shall pay the premium designated as employer charges.
- B. **Employee Premium for "New Members," as Defined by PEPRA, Hired After January 1, 2013; Miscellaneous PERS 2% @ 62 under PEPRA.**
"New Members" shall be subject to all of the conditions set forth in the Public Employees' Pension Reform Act of 2012 (PEPRA), which include, but are not limited to the following:
1. Employee contribution rate for "new members" as defined by PEPRA is at least 50% of the normal cost rate for that defined benefit plan, rounded to the nearest quarter percent or the current contribution rate of similarly situated employees, whichever is greater.
 2. Compensation cap for "new members" as defined by PEPRA (120% of Contribution and Benefit Base).
 3. Calculation of benefits based on base pay for "new members" as defined by PEPRA.
 4. Three (3) year average final compensation for "new members" as defined by PEPRA.
 5. Benefits will be determined in accordance with all of the applicable requirements of PEPRA.
 6. If PEPRA is partly or wholly overturned or modified by subsequent legislative or judicial actions, employees covered by Article 18 – Section B. will be provided with benefits under Article 18 – Section C. to the greatest extent permitted by law.

- C. **Employee Premium for Individuals Hired After July 1, 2011; Miscellaneous PERS 2.5% @ 55.** Individuals hired after July 1, 2011, will be responsible for paying the full amount of their employee contribution (8% of reported compensation).
- D. **Employee Premium for Individuals Hired by the City on or Prior to July 1, 2011; Miscellaneous PERS 2.5% @ 55.**
1. Effective with the first pay period in January 2014, employees will be responsible for paying the full 8% of their member contribution to PERS. On January 30, 2014, employees shall receive a one-time non-PERSable stipend in the amount of 2% of the employee's base salary as of the date of the execution of this MOU.
 2. On a single date, to be determined by the City between January 1, 2015 and January 31, 2015, employees shall receive a one-time non-PERSable stipend in the amount of 1% of the employee's base salary as of the date of the execution of this MOU.
- E. **Credit for Unused Sick Leave.** The City will bear the cost for the Credit for Unused Sick Leave benefit. This benefit allows for unused sick leave to be converted to service credit at the rate of 0.004 years for each full day of leave.
- F. **1959 Level IV Survivor Benefit.** The City will bear the cost for the 1959 Level IV Survivor benefit.

Article 18 – Medical and Dental Plans

- A. **Medical Plan.** The City shall provide, at its expense, a fully paid medical insurance plan under the least expensive health maintenance organization (HMO) plan offered by the City and approved by the Association through the Employee Health and Safety Committee for all employees and their dependents. Employees shall also have the ability to choose from an optional plan and the City will agree to pay an amount not exceeding the cost of the least expensive HMO premium for the employee and his/her dependents.
1. **Choice of Plans.** At the time of hire, an employee shall choose a plan that best meets the needs of the employee.
 2. **Open Enrollment.** An open enrollment period will occur in May-June of each year (effective July 1). Only during this time may the employee change to another plan.
 3. **Eligibility for Medical Insurance Contributions After Retirement.** An employee who retires with a pension under the Public Employees' Retirement System (PERS) for other than a work/job related disability, shall be eligible to receive City-paid contributions towards group medical insurance premiums after retirement subject to the following criteria:
 - Employees who retire before January 1, 1998, shall be eligible to receive up to \$125 per month.
 - Employees who retire on or after January 1, 1998, shall be eligible to receive up to \$225 per month.

This benefit will be paid until the employee's death or eligibility for Medicare benefits, whichever comes first. To be eligible for this benefit, an employee must have ten (10) years of continuous full-time service with the City of La Verne and a minimum of 500 hours of accumulated sick leave on the books at the time of retirement.

Unused vacation and/or compensatory time, at the time of retirement, may be used to supplement the employee's sick leave hours to meet the aforementioned requirement. The City's contribution shall be fixed at retirement. Any changes after retirement meriting additional costs shall be borne by the employee.

Employees who retire on or after January 1, 2003 shall be eligible to receive medical insurance contributions in an amount that does not exceed 80% of the monthly amount of the least expensive HMO (for the retiree and covered dependents). The amount of the City's contribution shall not be fixed and will increase with changes in the rates that are available through the City provided plans.

This benefit will be paid until the employee's death or eligibility for Medicare, whichever comes first. For an employee to be eligible for this benefit, they must have twenty (20) years of continuous service with the City and a minimum of 500 hours of sick leave on the books at the time of retirement. For the purposes of this section, sick leave hours are for determining eligibility for benefit only and shall not be deducted from an individual's balance.

Due to the increase in years of service with the January 2004 Memorandum of Understanding, **employees hired before January 1, 2001** with ten (10) years of continuous service will be able to receive a lesser benefit of 60% of the monthly amount of the least expensive HMO (for the retiree and covered dependents). That amount of the City's contribution shall be increased by a maximum of \$50 per year. The rate of increase will be determined by the annual change in plans provided by the City. Other than years of service requirement, all other eligibility requirements will be the same as stated in previous sections.

- B. **Dental Plan.** The City shall contribute to a group dental plan for the employee and eligible dependents in the form of an allocation of up to \$33 per month.

Article 19 – Long Term Disability and Life Insurance

- A. The City shall provide a long term disability (LTD) plan meeting the following criteria, as defined in the contract with the insurance company:

Waiting period	90 days
Benefit period	to age 65
% of insured earnings	66 2/3%
Maximum benefit	\$7,000 per month
Minimum benefit	\$100 per month

- B. The City will also provide a term life insurance policy with a fifty thousand dollar (\$50,000) benefit and a twenty thousand dollar (\$20,000) accidental death and dismemberment benefit. Association represented employees agree to pay \$4 per month per employee towards the life insurance premium.

Article 20 – Training School Fee

Where as a condition for continued employment, the City or another governmental agency requires certificate maintenance or attendance at a school or training establishment and where a fee is charged, the City shall pay such fees. An employee attending such school shall suffer no loss of wages or benefits if attendance during work hours is required.

Article 21 – Time Off to Employee Representatives

The City shall allow (3) City employee representatives time off without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. Association shall designate employee representatives that represent the three workplaces – City Hall, City Yard and Public Safety Facility.

Article 22 – Tuition Reimbursement/Certificate Incentive/Education Incentive

- A. **Tuition Reimbursement.** Employees interested in pursuing a job related course of study may be eligible to receive reimbursement of up to fifteen hundred dollars (\$1,500) per calendar year for the cost of tuition, fees and books. Eligibility for reimbursement is contingent upon the following criteria:
1. The course is job related; or the employee is taking classes related to a certificate program or degree in business or public administration;
 2. The employee has attained prior Personnel Officer approval to pursue the course and provides receipts for all reimbursable items;
 3. The employee completes the course with a passing grade of at least a "C" or better; or a pass grade on non-letter graded courses.
 4. Employees submitting for tuition reimbursement will not be eligible for the 1-1/4% incentive for twelve months following completed program and/or job related course.

In the event an employee resigns from the City and has taken classes that are not directly job related but part of a certificate or degree program (as described in subsection 1, the employee will be required to reimburse the City any reimbursements paid during the previous 12 months.

- B. **Certificated Program Incentive.** Employees who successfully complete a state or county recognized certificated program for job related courses of value to the City in the employees job classification, but not a requirement of

employment at the time the Certification is received, shall receive one and one-quarter (1-1/4%) of base monthly salary for each certificate to a maximum of two and one-half percent (2-1/2%). Should the requirements of employment change after the employee has obtained Certification Incentive, said incentive pay shall not be taken away from such previously qualified employees except as stated in subsection D below. Certificates acquired through classes taken during working hours will not be eligible for this additional compensation.

Certificates attained prior to employment with the City, will only be eligible if the employee is required to renew said certificate(s) through retesting or continuing education hours or classes and the employee has received two satisfactory or above performance evaluations.

- C. **Education/Performance Incentive.** Employees who have obtained job related education and satisfy performance criteria specified below shall receive an additional five percent (5%) differential above base salary. To be eligible, an employee must satisfy the following criteria:
1. Except as provided in subsection 5 below, the employee must have successfully completed five (5) job related college level three (3) unit courses that have been pre-approved by the Personnel Officer.
 2. The employee must have and maintain an accumulated sick leave balance of at least 200 hours. An employee whose sick leave balance falls below 200 hours shall not have his/her five percent (5%) salary differential removed until the beginning of the next fiscal year. Sick leave hours used for catastrophic illness or injury, which has rendered the employee, or immediate family member totally incapacitated, as documented by a physician's certificate shall be exempted from consideration for purposes of this article. Sick leave used in conjunction with a job related injury or bereavement during the past three (3) years which has prevented accumulation of 200 hours of sick leave shall not adversely affect an employee's eligibility for Education/Performance Incentive.
 3. The employee's work performance evaluations for the past three annual evaluation periods must contain overall ratings of "meets expectations" or better.
 4. The employee shall not have tested positive for drugs for three (3) years.
 5. If an employee hired after January 1, 1998, has completed three or more job related classes within the five years prior to employment, only three additional classes are necessary to qualify for the bonus. In these cases, if not enough job related classes are available, the City will expand the scope of the classes on an as needed basis.
 6. Courses that employees have submitted for tuition reimbursement under subsection A of this article will not be eligible for the 5% incentive.
- Employees in the classification of Maintenance Worker III shall not be eligible to receive Education/Performance Incentive pay. The basis for this exclusion

is that the compensation level for Maintenance Worker III constitutes an incentive and includes similar eligibility criteria.

- D. **Maintenance Worker Grade II Certification**. In consideration of the requirement that Water Division personnel who work independently in the field are required to possess and retain a State of California Department of Health Services Distribution Grade II (D2) certificate, the City agrees Maintenance Workers assigned to the Water Division and Customer Service Representatives with full-time status who work independently in the field will be provided with a 2.5% certificate bonus when they show proof of obtaining this certificate. In consideration of this bonus, the abovementioned positions will not be entitled to other bonuses for the D1 or D2 certificate. While the City, from time to time, may offer classes that apply to continuing education hours, it is the responsibility of the individual to take the necessary classes during non-work hours to maintain their certification.

Article 23 – Bilingual Pay

A \$50 per month stipend will be granted for each represented employee in a classification the City deems to have direct, routine contact with the public, provided the incumbent can demonstrate his/her ability to fluently speak and understand Spanish or another language. The City and Association will develop an appropriate proficiency exam in conjunction with the high school to certify the individual's abilities.

With the exception of Spanish, the city reserves the right based on operational needs to determine which languages will be eligible for bilingual pay as well as certify the number of employees it deems necessary.

In the event a member who is receiving a stipend for the above proficiency pay is off work for a period of longer than 30 consecutive days or is on modified duty that prohibits him/her from completing duties that allow for direct, routine public contact, the above proficiency pay shall be withheld until the date of return to their regular assignment.

Article 24 – Workers ' Compensation Insurance

It is reaffirmed as of July 1, 2011, that the state workers' compensation laws and this MOU shall govern all aspects of duty related injuries, illnesses, and accidents regardless of practices that were used by the City or its employees prior to that time.

A. **Industrial Injuries and Accidents**.

1. Employees shall report any duty related injury or illness which requires medical treatment to the appropriate department supervisor as soon as physically possible.

2. Employees shall report any duty related injury or illness which does not require medical treatment to the appropriate department supervisor by the end of the workday on which the injury or illness occurred.
- B. **Accident Reporting**. Employees shall report any accident that results in any injury or property damage to the appropriate department supervisor as soon as physically possible.
 - C. **Medical Treatment**. Any employee suffering from any duty related injury or illness which requires medical treatment shall immediately seek such treatment from a City designated physician or medical facility.
 - D. **Leave of Absence for Industrial Disability Qualification**. An employee suffering a duty related injury or illness that disables that employee from the performance of regular job duties may request a leave of absence for industrial disability. Such request may be submitted in the form of a workers' compensation claim. Any dispute regarding such claim shall be resolved through the State Workers' Compensation Appeals Board process.
 - E. **Compensation**. For any employee on leave of absence under the workers' compensation sections of the California Labor Code, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

Article 25 – Leave of Absence

- A. **Request for Leave**. Any employee who has successfully completed the original probationary period may request a leave of absence for a period of time not to exceed one (1) year.
- B. **Automatic Resignation**. Employee use of leave of absence for a purpose other than that requested shall be considered as an employee's automatic resignation from City service.
- C. **Approval**. The City shall have sole discretion in approving or disapproving any employee request for leave of absence or in granting any pay or benefits. Any paid leave of absence exceeding thirty (30) days must be approved by the City Council.
- D. **Job Abandonment**. An employee shall be deemed to have voluntarily resigned their employment with the City if the employee is absent for four consecutive workdays without prior authorization and/or notification during their absence.

Article 26 – Discipline

Full authority for administering discipline for just cause, up to and including discharge, is retained by the City.

Article 27 – Grievance Procedures

- A. **Right of Appeal.** A grievance is an alleged violation of a specific clause of this Memorandum of Understanding and other rules, regulations, or procedures of the City. An employee's exclusive recognized labor organization or the City may grieve an action or inaction pursuant to the procedures herein specified.
- B. **Informal Grievance Procedure.** The first attempt to settle a grievance will be through discussion with the immediate supervisor. If, after this discussion, the matter has not been resolved, the employee shall have the right to discuss it with the supervisor's immediate superior. Every effort should be made to find a solution by informal means at the lowest level of supervision. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the department head within fifteen (15) days after receiving the decision of the supervisor.
- C. **Formal Grievance Procedure.** An employee filing a formal appeal shall do so in accordance with the following:
1. **First Level of Review.** The appeal shall be presented in writing to the employee's department head that shall render a decision in writing to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision or if no answer has been received within the time, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) calendar days after receiving the decision of his department head, or within the same time period from the time the appeal was filed if no department head decision is rendered, the appeal shall be deemed to have been abandoned and terminated.
 2. **City Manager Review.** The City Manager or a designated representative shall discuss the grievance with the employee or a representative, if any, and with other appropriate persons. The City Manager may designate a fact-finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) calendar days. If the employee does not agree with the decision, the employee shall then have the right to file a formal appeal in writing to the City Council within fifteen (15) calendar days after receiving the decision of the City Manager.
- D. **Appeal to the City Council.** On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or to appoint a hearing officer or body. The employee may request that the appeal be considered at a public meeting or at a closed session. The City shall notify the employee requesting the hearing of the date, time and place of the hearing. Unless incapacitated, the employee making the appeal shall appear personally before the City Council or hearing officer at the hearing.
- Upon conclusion of any investigation or hearing, the City Council shall cause

its findings and recommendations to be prepared in writing and shall certify the same. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report, which shall be part of the permanent record.

If, due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were laid off, demoted, reduced or dismissed, the City Manager may defer action until the Council is able to function, unless the case be an emergency, in which event, the City Manager may suspend the employee until the Council is able to function.

E. Conduct of Grievance Procedure.

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the appellate person or body.
2. The employee may be represented in preparing and presenting the appeal at any level of review.

Article 28 – Jury Duty

It shall be the general rule to excuse employees of the City from regular responsibilities of their positions no more than once each calendar year when called for jury duty. Employees called for jury duty, however, shall notify the City of the call. If, in the opinion of the City, the absence of the employee for jury duty would result in undue disruption of work programs, the City may refuse to grant the employee paid jury duty leave for the purpose of obtaining an exemption or postponement from jury duty. Where serious disruption would not occur, the city shall permit the employee to serve. The time spent off the job by the employee while actually serving on jury duty under the supervision of the court shall be compensated for on a straight time basis, limited to the employee's normal workday schedule. All per diem reimbursement paid the employee by the court shall be signed over to the City. Failure to provide court verification of jury duty attendance or reimbursement of the court per diem to the City shall be cause for the City not to compensate the employee for jury duty. Any compensation paid to the employee while on jury duty may be deducted from future earnings if the employee fails to provide court verification or reimbursement of the court per diem.

Article 29 – Inspection Privileges/Posting of Notices

- A. **Access to Premises.** With City approval, authorized agents of the Association shall have access to City premises during working hours for the purpose of adjusting disputes, investigating working conditions and such other matters. Such access shall be restricted so as not to interfere with the normal conduct of City services, or with City safety or security standards.
- B. **Bulletin Board.** City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters

pertaining to Association business. Posted notices shall not be obscene or defamatory nor shall they pertain to public issues that do not involve the City or its relations with City employees. All notices to be posted must be signed or initialed by an authorized representative of the LVCEA.

Article 30 – Safety and Health/Drug Testing

- A. **Safety Equipment**. The City will make reasonable provisions for the safety and health of City employees during the hours of their employment. Protective devices, safety wearing apparel, equipment and facilities will be provided by the City and shall comply with requirements under applicable regulations or laws. Employees shall utilize such safety and health devices, apparel, equipment and facilities when needed.
- B. **Safety Committee**. The safety committee shall be reconvened at the direction of the City Manager for the purpose of reviewing and recommending safety equipment, facilities and procedures.
- C. **Drug Testing**. The City's Administrative Regulation No. 316 on Drug and Alcohol Testing which provides for pre-employment drug testing, reasonable suspicion testing, post-accident testing and random drug testing, has been amended to be applicable to all employees whose classifications include the operation of a motor vehicle in the course of their employment duties. The selection of names for random drug testing on a quarterly basis will be monitored by an LVCEA representative. The Association will be held harmless by the City from any litigation or judgments that may result from the implementation of the drug testing policy.

Article 31 – Work by Management Personnel

It is agreed that management personnel will not routinely perform work that is normally performed by employees covered in this Memorandum of Understanding except in cases of bona fide emergency or regular training. In no event shall Management personnel perform said work if such performance would result in economic loss to a bargaining unit employee. However, in cases of emergency, Management and/or supervisory personnel may perform any work required or directed without violating this provision.

Article 32 – Non-discrimination

Neither the employer nor the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, or union or nonunion activities.

Article 33 – Savings Provision

If any provision(s) of this MOU are held contrary to law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article 34 – Term of Memorandum of Understanding

This Memorandum of Understanding shall remain in full force and effect from March 7, 2016, through and including December 31, 2016.

Article 35 – Conclusiveness of Memorandum of Understanding

The parties acknowledge that during the negotiations that resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings arrived at after the exercise of that right are set forth in this MOU and constitute the complete and total contract between the City and the Association with respect to wages, hours, and other terms and conditions of employment. Accordingly, all wages, hours, and terms and conditions of employment shall remain in full force and effect for the term of this MOU, provided, however, that the parties may, upon mutual agreement, renegotiate any part or provisions of this MOU during its term. All practices enjoyed by the employees at the present time, which are not included in, or specifically changed by or contradictory to this MOU are subject to meet and confer prior to implementing any proposed change.

Any prior or existing Memoranda of Understanding between the parties regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Article 36 – Salaries

Salaries for the Association represented classifications shall be established as follows:

Account Clerk I	10% below Account Clerk II
Account Clerk II	Market
Account Clerk III	10% above Account Clerk II
Administrative Clerk I	10% below Administrative Clerk II
Administrative Clerk II	Market
Administrative Secretary	Market
Auto Parts Technician	Same as Maintenance Worker I
Communications Officer	Market
Community Services Officer	15% above Police Aide II
Customer Service Representative I	10% below Customer Service Rep. II

Customer Service Representative II	Market
Equipment Mechanic I	Market
Equipment Mechanic II	10% above Equipment Mechanic I
Equipment Operator	10% above Maintenance Worker II
Equipment Service Worker	Same as Maintenance Worker II
Fire Safety Specialist	Market
Heavy Equipment Mechanic	Same % as Equipment Mechanic
Maintenance Worker I	10% below Maintenance Worker II
Maintenance Worker II	Market
Maintenance Worker III	10% above Maintenance Worker II
Maintenance Leadworker	17.5% above Maintenance Worker II
Police Aide I	10% below Police Aide II
Police Aide II	Same as Police Clerk II
Police Clerk I	10% below Police Clerk II
Police Clerk II	Market *
Police Service Technician	Same as Communications Officer
Senior Police Aide	10% above Police Aide II
Water Production System Operator	Market
Water Systems Specialist	Step 5 is equivalent to Water/ Sewer Maint. Supervisor Step 2

* Market or 5% above Administrative Clerk II

The local labor market is determined through compensation surveys of the following agencies: cities of Azusa, Baldwin Park, Chino, Claremont, Covina, Glendora, Monrovia, Montclair, Ontario, Pomona, Rancho Cucamonga, San Dimas, Upland, West Covina and for selected Police Department positions, the County of Los Angeles.

Effective with the pay period beginning February 21, 2016, the salary ranges for Association represented classifications will be adjusted to the median of the local labor market, based on a 36-hour work week where applicable, equivalent to the nearest one-half percent (.5%). (A figure of .25% shall be rounded up to .5%; a figure of .75% shall be rounded up to 1.0%.) Additionally, if a position's median adjustment is reported to be negative, salary will be held at the current amount. To implement these adjustments to the median of the 36-hour workweek equivalent, salary ranges will be adjusted upward to ninety percent (90%) of the median of the local labor market. Should the existing salary range for the classification exceed 90% of the median, the then current salary range for such classification will be maintained.

DATED _____

DATED _____

LA VERNE CITY EMPLOYEES ASSOC.

CITY OF LA VERNE

By Sharon Rynoldsburger
LVCEA Representative

By Bob Russi
Bob Russi, City Manager

By [Signature]
LVCEA Representative

By James R. Ranells
James Ranells, Personnel Officer

By Daniel Marry
LVCEA President