



MEMORANDUM OF UNDERSTANDING

**CITY OF ESCONDIDO
ESCONDIDO CITY EMPLOYEES' ASSOCIATION
ADMINISTRATIVE/CLERICAL/ENGINEERING
BARGAINING UNIT**

July 1, 2020 - June 30, 2021

ADOPTED BY CITY COUNCIL ON

JULY 15, 2020

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2020 – 2021
MEMORANDUM OF UNDERSTANDING
ESCONDIDO CITY EMPLOYEES' ASSOCIATION
ADMINISTRATIVE/CLERICAL/ENGINEERING UNIT

ARTICLE I **IMPASSE RESOLUTION**

It is the purpose of this memorandum to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by this memorandum; to provide a document setting forth the understanding of the parties reached by meeting and conferring in good faith on wages, hours, and other terms and conditions of employment of the employees covered under this memorandum. Except as specifically amended by this memorandum, the City's Personnel Rules and Regulations remain in full force and effect.

ARTICLE II **RATIFICATION PROCEDURE**

This is the joint recommendation on salaries, benefits, and working conditions of the bargaining representatives of the City of Escondido and the Escondido Employees' Association Administrative/Clerical/Engineering Unit. When ratified by the members of the Escondido Employees' Association Administrative/Clerical/Engineering Unit, and approved by the Escondido City Council, this document shall be the Memorandum of Understanding between the City and the Unit for the term set forth herein.

ARTICLE III **TERM**

This Memorandum is a statement of the terms and conditions of employment for the Escondido Employees' Association Administrative/Clerical/Engineering Unit, including salaries, benefits, and hours of work for the period July 1, **2020**, through and inclusive of June 30, **2021**. None of the terms are retroactive; all changes take effect on the agreed upon effective date after adoption by the City Council.

ARTICLE IV SALARY

Beginning January 1, 2021, the City and Escondido City Employees' Association – Administrative, Clerical & Engineering (ACE) Bargaining Unit will meet to perform salary comparisons and adjustments for all positions that are 5% or more below the San Diego County market median. Compensation review is premised on passage of the revenue measure.

ARTICLE V SALARY CALCULATIONS

Salary calculations shall be based on 2,080 work hours a year.

ARTICLE VI PAY PERIODS

The current biweekly schedule shall continue to be in effect.

ARTICLE VII OVERTIME/COMPENSATORY TIME OFF

- A. Eligibility - All Administrative, Clerical and Engineering classified employees shall be entitled to overtime as described below.
- B. Overtime - All eligible employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including any special pay which is a part of their regular rate (e.g., shift premium) in accordance with paragraphs E and F below.
- C. Overtime-Hours - Overtime shall be paid after forty (40) hours worked in a work week, exclusive of meal time. Upon supervisory approval, employees may flex their work schedule within the same work week in order to remain within a forty (40) hour work week.
- D. Overtime - Hours Worked - Holidays, vacation and sick leave shall constitute hours worked for the purpose of computing overtime.
- E. Overtime-Record Keeping - Overtime shall be recorded and paid on the basis of fifteen (15) minute increments; such that for each full fifteen (15) minute period worked, the employee shall be compensated for one-quarter hour of overtime. Overtime, when reported for either compensatory time off or for payment, shall not be claimed for periods of less than one-quarter hour.

- F. Overtime-Callback - A minimum of three (3) hours pay at the rate of time and one-half shall be paid for each incident of callback overtime for all eligible employees. Callback overtime is unscheduled overtime as opposed to early start or extended day. Holidays, Saturdays, and Sundays within a regularly scheduled work week, and/or attendance at regularly scheduled meetings and other activities such as City Council meetings, Planning Commission meetings, etc., shall not be considered callback overtime. Overtime, other than callback overtime, when worked, will be compensated either by time and one-half compensatory time off or time and one-half pay as set forth herein. All overtime must be requested by the supervisor and approved by the Department Head.
- G. Compensatory Time Off - At the employee's option, overtime may be compensated by time off at the rate of time and one-half the hours worked. The compensatory time off is subject to the needs of the service and may not be taken without prior approval by the employee's supervisor on an approved form, nor shall it be taken in increments of less than one-quarter hour. Compensatory time balances shall not exceed eighty (80) hours but may be maintained on an indefinite basis. When the maximum balance is reached, cash payment for overtime will be automatic. In addition, there shall be an opportunity for a cash payout of all or a portion of accrued compensatory time at the request and discretion of the employee on the first payday in October each year.
- H. Overtime-Holidays - Employees whose regularly scheduled workday or work shift falls on the actual holiday and who works such a holiday shall receive compensation as follows:
1. Time and one-half pay for time worked and shift pay, and, at the employee's option:
 - a. Compensatory time off (Float Holiday Pay) on a straight-time basis subject to the needs of the service and the prior approval of the employee's supervisor; or
 - b. Straight-time pay for time worked.
 2. Employees whose regularly scheduled workday or work shift falls on a holiday and who call in sick on the holiday, or a part thereof, shall receive straight-time holiday pay for those hours scheduled to work, but not actually worked due to illness.

3. There shall be an opportunity for a cash payout of all or a portion of accrued float holiday hours credited for working holidays at the request and discretion of the employee on the first payday in October each year.

I. Consultation Pay – Fire Prevention personnel will receive overtime compensation when contacted while off-duty regarding an investigation. A supervisory employee must authorize such contact; overtime will be compensated in one-quarter hour increments.

ARTICLE VIII OUT-OF-CLASS ASSIGNMENT PAY

An out-of-class assignment is a temporary assignment of a regular employee to an authorized classification at a higher level of pay which requires the employee to perform the duties of the higher classification. Employees directed to continuously perform the duties in a vacant higher level classification shall be entitled to a salary rate increase at five percent (5%) above their regular rate of pay, or the minimum salary of the out-of-class classification, whichever is greater, commencing after five consecutive work days in the out-of-class assignment, and for a period of no longer than six months at any one time. Compensation will be retroactive to the first day of the out-of-class assignment.

Once the initial out-of-class assignment terminates, the five consecutive workday waiting period will be waived for any additional out-of-class assignments that occur within six months provided that the employee is working in the same out-of-class classification regardless of work area assignment.

ARTICLE IX SHIFT DIFFERENTIAL

Shift differential shall be paid only if one-half of the regularly scheduled shift is worked after 6:00 p.m. or before 7:00 a.m. at the rate of \$1.00 per hour. If an entire shift (minimum eight hours) has been worked such that one-half the shift falls between 6 p.m. and 7 a.m., then, shift differential shall be paid for the entire shift.

ARTICLE X CERTIFICATION AND EDUCATION INCENTIVE PAY

In accordance with CalPERS reporting requirements, certification specialty pay will be paid and reported as a separate line item from an employee's hourly base rate of pay.

Certification specialty pay will be paid in an amount of \$400.72 per month, paid in equal amounts of \$184.95 per pay period. Certification pay is paid at a maximum of \$400.72 per month, regardless of certifications held by employees as stated in A through E and is paid at a maximum of \$400.72 per month, regardless of certifications.

- A. Civil Engineer Registration Pay: The City agrees to provide specialty pay for Engineer I/II's who hold a valid California Civil Engineer Registration.
- B. Land Surveyor Certificate Pay: The City agrees to provide specialty pay for employees who hold a valid Land Surveyor Certificate.
- C. Associate Chemist, **Lab Quality Assurance Officer**, and Lab Technician Employees: The City agrees to pay specialty pay for Associate Chemist, **Lab Quality Assurance Officer**, and Lab Technician employees who hold a valid California Water Environmental Association (CWEA) certification above the level required for their current classification.
- D. QSP/QSD Certificate Pay: The City agrees to provide specialty pay for employees who hold a valid QSP/QSD certificate as required by the State Water Resources Control Board.
- E. Environmental Compliance Inspector **and Industrial Waste Inspector** Employees: The City agrees to provide specialty pay for employees who hold a valid Environmental Compliance Inspector certificate from the California Water Environmental Association, which is above the level required for their classification.
- F. Fire Prevention Specialist Employees: The City will pay Fire Prevention Specialist employees incentive compensation for education and certification achievements that indicate professional competence above the level required for current classification.

Certification Requirements:

Prevention Certification:

CSFM Prevention 3A

CSFM Prevention 3B

Effective August 22, 2017, CSFM Prevention 3A and CSFM Prevention 3B have been replaced with the following certifications:

Plan Examiner 1A: Building Plan Review

Plan Examiner 1B: Fire Protection and Life Safety Systems Plan Review

Plan Examiner 1C: Hazards and Special Operations Plan Review Statues and Regulations Certification

This change in criteria only applies to employees or new hires who have not been previously certified.

Prevention Certification Pay: \$75.00 per month

Associate's Degree:\$75.00 per month

Bachelor's Degree:.....**\$254.00** per month

Criteria:

1. Employees must have completed one year of service with the City of Escondido to be eligible for any Certification Pay.
2. Employees must have completed two years of service with the City of Escondido to be eligible to receive Educational Incentive Pay for either Associate's or Bachelor's degrees.
3. Education Incentive Pay is **\$254.00** per month maximum based on the highest level of degree achieved.
4. Fire Administration will be responsible for notifying the Human Resource Department of the incentive(s) qualifications, upon verification that the employee has met the criteria.
5. The employee is responsible for supplying all transcripts and/or certificates to prove completion of courses. All courses need to have a "C" or better to qualify.
6. Certification and Incentive Pay shall be reported to PERS as "compensation earnable."

ARTICLE XI **BILINGUAL PAY**

The City agrees to pay \$50.00 per pay period to employees with verbal bilingual skills. An additional \$25.00 per pay period shall be granted for written bilingual skills.

Fire Prevention Specialist employees only: The City agrees to pay \$200.00 per month to employees with verbal bilingual skills. An additional \$75.00 per month shall be granted for written bilingual skills.

The City reserves the right to establish eligible languages based upon a demonstrated need within the community and the criteria for eligibility for this skill pay and shall verify through testing procedures, developed by the City, that employees are eligible and qualified. Verbal and written bilingual skill pay will be awarded based upon an established need as approved by the Department Head.

ARTICLE XII **STANDBY POLICY**

It is hereby agreed that the Fire Prevention Specialist employees may be called upon to participate in the Fire Department fire investigation/hazardous material callback procedures and shall be paid \$200.00 per week; an additional \$25.00 will be paid for a City Holiday that occurs during the standby period. Employees on standby will receive time and one-half for any callback.

The purpose of this standby policy is to call back personnel for purposes of investigating fires, coordinating hazardous materials incidents, issuing citations, mitigating overcrowding situations, or other job-related activities.

Fire Prevention personnel will be allowed to take a City vehicle home from work to be used for work purposes only when on callback.

Prevention employees participating in the Standby Program shall live within sixty (60) minutes driving time from their reporting station, and within a 20-mile radius of their reporting station.

Participants in the callback procedure will be eligible for a three-hour minimum overtime for each incident of callback overtime.

ARTICLE XIII **EMPLOYEE WORK SCHEDULE**

Issues that exist between the City and the ECEA Administrative, Clerical and Engineering Bargaining Unit relating to employee work schedules as of this MOU amendment, July 1, 2002, may be resolved through other administrative avenues.

Effective July 1, 2002, the following work schedule language will govern work assignments within the City service.

Consistent with the Management Rights included in the City of Escondido Employer-Employee Relations Resolution, Article I, Section 1, the normal workweek shall be five consecutive workdays with two days off. Shift work employees shall be granted reasonable advance notice of changes in scheduled shifts.

Notwithstanding the above, when public or operational necessity or efficiency of the public service is deemed by the City to require an other than normal work week, work day or work schedule, such will be prescribed by the City. Whenever there is a permanent change in the existing workweek, work hours or work schedule (except regularly scheduled shift changes), the City will advise affected employee(s) of the reasons for such change. Work schedule changes will be made providing reasonable advance notice to affected employees.

Work schedule changes required for an interim project or special service needs are exempt from the parameters set forth below.

None of the above will prohibit an employee requesting an alternate work schedule as long as the work schedule meets the operational needs of the City.

As service demands dictate a regular, other-than-normal work schedule, a modified work schedule will be implemented on a rotational basis according to the following practice:

- Voluntary participation by employees in the work group
- Alternative schedules will be developed with input and participation by the affected employees
- Schedules will have an equitable rotation cycle
- The schedule will include provisions for shift trades through a flexible, fair process among affected employees

Notwithstanding the above noted features of an alternative work schedule implementation process, the City agrees to meet and confer with the Association to implement a revised work schedule, if the voluntary process does not enable the implementation of the revised work schedule.

ARTICLE XIV NOTARY COMPENSATION

The City agrees to pay for certification renewal for employees holding notary licenses for services as part of their normally assigned duties.

ARTICLE XV TUITION REIMBURSEMENT

Within budgetary limitations, and subject to the criteria and limitations listed below, the City will reimburse tuition and related expenses, up to \$1,500 per employee per fiscal year for tuition fees at a maximum not to exceed the fees of the California State University system. A maximum of \$8,000 will be allotted annually for the use of tuition reimbursement for all ECEA members (ACE and Supervisory Bargaining Unit employees), as outlined within this Article.

Eligibility Criteria

1. Course content is closely related to the employee's current classification and is designed to improve job performance, or would assist the employee in preparing for a promotional opportunity.
2. To receive reimbursement, it is encouraged that the employee pursue any approved course or courses of study at an educational institution with tuition fees comparable to fees of the California State University system.
3. Tuition reimbursement shall be provided for up to one hundred (100%) percent of amount of tuition fees of the California State University system.
4. Course is completed with a minimum grade of "C" or its equivalent or by evidence of satisfactory completion.
5. Course is given by a school accredited by the Western Association of Schools and Colleges or equivalent, approved by the Council for Private Post-Secondary and Vocational Education, or by an accredited high school.

Tuition and Related Expenses

The following are eligible expenses within the meaning of "Tuition and Related Expenses":

1. Tuition and/or class fees and/or registration fees charged by an educational institution.
2. Books required for the course.

3. Miscellaneous mandatory charges such as health service and/or identification cards.
(Parking charges are not considered required expenses and will not be reimbursed.)
4. Transportation will be reimbursed as follows:
 - a. In view of the distance existing within San Diego County, with department head approval, City vehicles may be used on a "pooled" basis when two or more employees attend the same institution on the same schedule.
 - b. When private vehicles are used and attendance is required by the City, mileage shall be paid at a rate authorized by the Internal Revenue Service.

Approval Process

Upon submittal, the Department Head will note the recommendation and forward the application to the Human Resources Department for approval.

Exception Review

Applications which are not approved by the Department Head and the **Human Resources Manager** may be submitted to the Tuition Review Committee.

The Tuition Review Committee will consist of:

City Manager or designee
Director of Human Resources
Department Head
One other Department Head (selected on a rotating basis)

Limitations

Employees will not be reimbursed for that portion of tuition, books, and mandatory fees which is reimbursed by a Federal or State benefit, grant, scholarship, or other reimbursement program.

Reimbursement Procedure

Upon preliminary approval and successful completion of approved courses, employees may request reimbursement as follows:

1. Complete tuition reimbursement form.
2. Submit proof of payment of reimbursable items.
3. Submit school transcript indicating the grade achieved for the completed course.

ARTICLE XVI HOLIDAYS

A. Holidays Observed

Every regular, regular part-time, and every probationary employee in the personnel system, shall not be required to be on duty on holidays unless the employee's services are needed and required in the interests of the public health, safety, or general welfare, in which latter event, any such employee shall be entitled to an in lieu holiday or overtime pay, in accordance with this MOU.

CONSTITUTED HOLIDAYS

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

When a holiday falls on a Sunday, it is observed on the Monday immediately following.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. For employees whose regular work schedule rotates on a seven-day cycle, the actual holiday is the recognized holiday for holiday compensation purposes.

B. Holiday Pay

Employees whose regularly scheduled workday or work shift falls on a holiday and who actually work such a holiday shall receive compensation as follows:

1. Time and one-half pay for time worked, and, at the employee's option,
 - a. Compensatory time off on a straight-time basis subject to the needs of the service and the prior approval of the employee's supervisor; or
 - b. Straight time for time worked.

2. Employees whose regularly scheduled workday or work shift falls on a holiday and who call in sick on the holiday, or a part thereof, shall receive straight-time holiday pay for those hours scheduled to work actually not worked due to illness.
3. Employees who work on a holiday and are eligible for shift differential shall receive shift differential pay at two and one-half times the shift differential pay.
4. Bargaining Unit employees may cash out accrued Holiday Pay on the first Pay Date in October of each year.

C. Flexible Holiday Hours

The City agrees to provide the establishment of a flexible holiday bank. The flexible hours must be used within the fiscal year they are deposited. The flexible holiday hours cannot be turned in for cash value at any time, including if an employee terminates employment with the City. Flexible holiday hours cannot be rolled over from year to year. Employees must be in an active and paid status in order to receive the annual credit. Employees who are hired after the annual credit distribution will **not** receive this benefit. The City agrees to provide the following hours:

- a. **18 hours of flexible holiday hours credited to each employee's leave banks the first full pay period in July 2020.**

ARTICLE XVII VACATION

A. Additional Vacation

The City agrees to provide four (4) hours of vacation time in lieu of the past practice of granting an informal four (4) hours off during the holiday season. This additional vacation shall be added to the vacation balances of each employee on the first payday in October every year. Vacation accrual information will be printed on employee pay statements.

B. Vacation Cash Out

All employees have the ability to cash out a maximum 24 vacation hours in July and a maximum of 24 vacation hours in December, for a total of 48 vacation hours in a year.

ARTICLE XVIII HEALTH INSURANCE

A. Health Insurance Committee

While this memorandum is in force, the Association and the City agree to delegate to the Health Insurance Committee (HIC) the task of recommending to the City Council the health insurance options that will be made available to City employees.

The Health Insurance Committee (HIC) is commencing its annual review of medical and dental insurance plans and the related designs of the various plans available to employees. Consistent with the MOU, the HIC may consider changes in health and dental plan design that may increase the cost to covered employees in such areas as doctor visit co-pays, prescription co-pays and the like.

The Association and the City agree, in good faith, to make every possible attempt to provide a health plan cost which is beneficial to all employees and their dependents. The City Council may overrule and will not be bound by the recommendation of the HIC.

Membership on the HIC, as set forth in Rule 31 Section 4 of the Personnel Rules and Regulations, shall be made up as follows:

The Committee shall be comprised of representatives from each employee association and an equal number of Management representatives. Management representatives shall be appointed at the discretion of the City Manager. Association representative members shall be nominated by their respective employee organizations and appointed or not appointed at the discretion of the City Manager. If a nominee(s) is/are not appointed, the nominating employee organization may resubmit additional nominees. All members of the committee may be removed by the City Manager at his/her discretion. Association representative members may be removed by the Association at their discretion. There is no fixed term of membership on the Committee.

B. Insurance Premium

For the term of this agreement, the City will provide the lowest cost medical plan as recommended by the Health Insurance Committee (HIC) and approved by the City Council.

Beginning January 1, 2013, and thereafter, any medical insurance premium increases will be shared equally by the City and the employee for the lowest cost HMO medical plan. Employees choosing more expensive medical plans are required to pay the increased cost between that plan and the lowest cost plan. The employee's share of any medical insurance premium increases will be added to the employee's 2012 insurance contribution.

The current monthly HMO rates, beginning January 1, 2020:

HMO (Currently Kaiser):	<u>City</u>	<u>Employee</u>
Employee Only	\$450.60	\$85.22
Employee + One	\$901.18	\$170.46
Family Coverage	\$1,272.48	\$243.88

The current monthly HMO rates, beginning January 1, 2021:

HMO (Currently Kaiser):	<u>City</u>	<u>Employee</u>
Employee Only	\$467.94	\$102.56
Employee + One	\$935.86	\$205.14
Family Coverage	\$1,321.56	\$292.96

Employees choosing a more costly level of medical coverage will participate at the above rates, and also pay the differential cost for the more expensive premium level.

For the remaining term of the agreement, employee participation toward medical coverage will include the proportional percentage change in premium each "premium year" for the base level of coverage after changes in Plan Design by the HIC and approval by the City Council.

The City reserves the right to verify through documentation, to the City's satisfaction, the status of each employee with regard to medical premiums and dependents.

C. **Health Insurance Premium Deductions**

The City reserves the right to deduct health insurance premiums 24 times a year.

D. **Alternate Health Coverage**

The City and the Association agree to generate cost savings for health insurance premiums in cases where employees are eligible for dual insurance coverage and those cases where both spouses/domestic partners are City employees. Included in this plan is a rebate to the

employee of a fixed amount of \$75 per month upon waiver of insurance. Each affected employee opting to participate in this program will be requested to sign a waiver and disclosure form. Only those employees with proof of other insurance will be allowed to waive coverage. Proof will be provided at the time of waiver and at one other time during the year. When both spouses/domestic partners are City employees, only one spouse/domestic partner will receive the \$75 monthly waiver benefit; and if they are subscribers to the highest cost provider, they will be required to pay the higher rate.

E. Voluntary Benefit Plans

The City may offer voluntary benefit plans, at no cost to the City, to all employees. The City will notify each respective bargaining group in advance of offering any voluntary benefit program to the employees.

F. Domestic Partner Benefit Coverage

Consistent with State Law, the City will provide Domestic Partner benefits as established by Federal or State regulations.

G. Same Sex Marriage Benefits

Effective October 1, 2013, and consistent with Federal/State Law, the City will provide same-sex marriage benefits.

ARTICLE XIX **DENTAL INSURANCE**

For the term of this agreement, the City agrees to provide Employee-Only dental insurance coverage.

Beginning January 1, 2013 and thereafter, dental insurance premium increases, for employee only coverage, will be shared equally by the City and the employee. The employee's share will be added to the 2012 employee premium.

Employees may opt to purchase dependent dental insurance coverage through payroll deduction.

ARTICLE XX **DISABILITY INSURANCE**

The total amount of Disability Insurance premiums shall be deducted from salary.

Coordinated benefits for non-work-related disabilities will take place under the following administrative guidelines effective the first pay date in January 2003.

- Employees will be required to accept disability benefits upon determination of eligibility and cooperate in filing for benefits.
- The City will make every possible effort to provide light-duty assignments for employees in a disability status. Employees in a work-related disability status will have priority for light-duty assignments. Administrative Directive #26 defines City policy relative to light-duty assignments.
- Short-term Disability insurance will be coordinated with Long-term Disability coverage.
- Employees will continue to accrue vacation, sick leave and holiday pay during the twelve-week FMLA/CFRA period and for three months thereafter. Vacation, sick leave and holiday compensation will cease to accrue after the six-month period.
- Employees may supplement the disability insurance benefit with accrued benefits up to either 80% or 100% of regular payroll during the short-term disability period (twelve weeks). The level of supplementation cannot be changed during the short-term disability period.
- Upon receiving long-term disability benefits, the employee may choose to supplement the disability benefit with accrued benefits up to 80% or 100% of regular payroll. During the long-term disability period, the employee may not change their level of supplementation of payroll.
- Medical, Dental, Term and Accidental Death & Dismemberment (AD&D) Life and Dependent Life insurances will be paid by the City for a period not-to-exceed nine months after the twelve-week FMLA/CFRA period has elapsed (total of twelve months).

Exceptions to this policy will be considered on a case-by-case basis by the City Manager.

Note: FMLA: Family Medical Leave Act (Federal Law)

CFRA: California Family Rights Act (State Law)

A. Workers' Compensation

Employees in a Workers' Compensation status will be provided the same additional benefits as provided for employees in a non-industrial injury status.

ARTICLE XXI **LIFE INSURANCE**

The City agrees to provide Term and Accidental Death & Dismemberment (AD&D) life insurance coverage in the amount of \$50,000 for employee-only coverage. Dependent coverage shall remain unchanged from that in effect on the date of this Memorandum of Understanding. Employees may opt to purchase supplemental group term life insurance benefits for employees and dependents through payroll deduction.

ARTICLE XXII **FLEXIBLE SPENDING ACCOUNTS**

The ECEA/ACE Bargaining Unit is eligible to participate in the reimbursement portion of the Section 125 plan. The members of this Unit may elect, by payroll deduction, pre-tax salary to be set aside in the Medical Flexible Spending Account and/or the Dependent Care Flexible Spending Account.

Pre-tax health insurance premium payments will be established by negative declaration.

ARTICLE XXIII **401(k) PLAN**

Effective January 25, 2009, all City contributions to employee 401(k) accounts shall be suspended and remain until terminated.

The City will provide availability of, on behalf of the employees, a 401(k) Plan. Administrative costs will be the responsibility of the City.

Effective October 1, 2008, The City shall contribute a total of \$100.00 per month (50.00 on each of the first two pay dates in each month) on behalf of each bargaining unit employee.

ARTICLE XXIV **CALPERS**

A. Tier 1 Retirement Benefit (Classic Members). The City will continue to provide the CalPERS 3% at 60 retirement benefit.

1. Effective pay period ending August 20, 2011, all current ECEA/ACE represented bargaining unit employees will make 100% of the statutory employee contribution to CALPERS, which will be applied to the Employees' Contribution and is currently eight percent (8%). The City will cease paying and reporting the value of the seven percent

(7%) Employer Paid Member Contribution (EPMC). These contributions will be on a pre-tax basis.

2. The City shall provide the PERS Single Highest Year Benefit.
3. The City shall provide Fourth Tier 1959 Survivor's Benefit through the Public Employees' Retirement System (PERS).
4. The City shall provide the Military Service Credit as Public Service benefit (PERS Section 21024). The City shall provide the Credit for Unused Sick Leave benefit (PERS Section 20965).
5. The City shall provide CalPERS Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit.

B. Tier 2 Retirement Benefit (Classic Members). The City and the ECEA/ACE Bargaining Unit agree to implement a second-tier retirement system under Government Code Section 20475. This second tier became effective December 23, 2012. The following is applicable to the second tier:

1. The City will provide Section 21353, the CalPERS 2% at age 60 retirement calculation.
2. Employees make 100% of the statutory employee contribution to CalPERS, currently 7% of salary. These contributions will be on a pre-tax basis.
3. There will be no final-year concession of said payments to compensation for CalPERS benefit calculation purposes (EPMC).
4. The City will provide 36 highest paid consecutive months for determining the average monthly pay rate (Government Code Section 20037).

C. Tier 3 Retirement Benefit (New Members). Effective January 1, 2013, and in accordance with Assembly Bill (AB) 340, Public Employees' Pension Reform Act (PEPRA) implemented a new benefit formula and contribution requirements for employees hired on or after January 1, 2013, and who meet the definition of a New member under PEPRA. The following will be applicable to the third tier:

1. The City will provide the CalPERS 2% at age 62 retirement calculation.

2. Employees pay fifty percent of total normal cost rate, currently 6.25% of salary. These contributions will be on a pre-tax basis. The City may bargain to have employees pay more than fifty percent of total normal cost with no maximum cap.
3. There will be no final-year concession of said payments to compensation for CalPERS benefit calculation purposes (“EPMC”).
4. The final compensation calculation shall be based on the highest average 36 consecutive months.
5. Cap on pensionable compensation – 120% of value of Social Security Wage Index limit.
6. All other provisions in accordance with AB 340 apply.

ARTICLE XXV SICK LEAVE

The fact that an employee's sick leave use exceeds the citywide average is not in and of itself to be cause for an "Improvement Needed" rating on the employee's Performance Evaluation. An employee may coordinate sick leave pay with disability as described in Article XX.

Once annually, during the sixty (60) days following the end of the fiscal year, an employee may convert any unused sick leave accrued during that fiscal year on the basis of two (2) hours of sick leave to one (1) hour of vacation. However, a minimum balance of 120 sick leave hours must be maintained in order to be eligible for conversion to vacation.

In no case shall the City require a physician’s certification as stipulated under the Kin Care Leave Law.

(Note: Sick Leave use and notification language is currently under Rule 14 of the Personnel Rules and Regulations. The City will abide by, and in no case provide less sick leave than which is set forth in AB 1522, Healthy Workplace, Healthy Families Act (California Paid Sick Leave Act).

ARTICLE XXVI FAMILY LEAVE/BEREAVEMENT LEAVE/CHILD-RELATED ACTIVITIES LEAVE

Family Leave: Effective January 1, 2016, the Kin Care Leave Law (Labor Code Section 233) was modified per SB 579. Per the Kin Care Leave Law and the City of Escondido, employees may now use up to one year of their sick leave accruals each calendar year for the following purposes:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee's family member.
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Child-Related Activities Leave: Employees can take up to 40 hours per calendar year (up to 8 hours per month) for child-related activities per Labor Code Section 230.8. Employees must use their available vacation, compensatory time, or holiday leave accruals and provide reasonable notice to their supervisor for the need of such leave.

Bereavement Leave: Employees may use up to one year of their sick leave accruals each calendar year for situations when an employee's presence is required elsewhere due to bereavement for members of the employee's immediate family or individuals whose relationship to the employee is that of a dependent or near dependent, member of the immediate household, domestic partner, or a person who is of significance to the employee.

Exceptions to exceed the authorized hours for family leave or bereavement are subject to consideration by the City Manager on a case-by-case basis. In no event shall an employee be granted sick leave time to oversee children who are not ill (baby-sitting).

In no case will the City provide less family leave than that which is set forth in State and Federal law.

(Note: Language is currently under Rule 21, Section 6 of the Personnel Rules and Regulations)

ARTICLE XXVII MILITARY LEAVE/FMLA MILITARY LEAVE

Military Leave/Military FMLA leave shall be granted in accordance with the provisions of State and Federal law.

Upon verification of military orders, employees who are members of the military reserve or National Guard who have been called to active duty during national security, after the standard Military Leave Policy, shall receive the difference between the amount the employee would have received from their regular City gross biweekly wage (not including overtime) and the amount the employee receives from the military.

Health benefits will be continued for the employee and family. An employee would continue to pay their respective portion of the benefit programs (including any premiums for family coverage), unless health benefits are waived.

If the leave is longer than 12 months, no more than one uniform allowance will be paid upon return.

ARTICLE XXVIII MATERNITY/PATERNITY/FMLA/CFRA/PDL LEAVE

Employees shall be granted maternity leave in accordance with the following provisions:

In all cases of pregnancy, the employee shall furnish the City a statement from her physician giving the anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work assignment. Such statement shall be furnished as soon as practicable after a determination of the pregnancy has been made.

A pregnant employee will be permitted to work as long as she is able to safely perform the duties of her position as recommended by the statement of her physician.

An employee will be permitted to return to work when she is able to safely perform the duties of her position as recommended by the statement of her physician. An employee must give notice two (2) weeks prior to the date she wants to return to work. If she does not give two (2) weeks' notice prior to the date she wants to return to work, the department shall not be required to return her to work until two (2) weeks after she has given such notice.

A pregnant employee shall be allowed to be absent for the period during which, in the opinion of her attending physician and where necessary, the City physician, she is temporarily disabled because of pregnancy, miscarriage, abortion, childbirth, and recovery there from, in accordance with state and/or federal regulations.

The City may, at its option, and at City cost, require an independent medical opinion concerning the employee's ability to safely perform her duties.

A temporarily disabled pregnant employee shall be entitled to use all accumulated paid leave time for maternity leave and such additional leave of absence without pay, seniority and accrual of benefits, in accordance with state and/or federal regulations.

In the case of adoption and paternity leave, a six (6) month period is applicable, per the City of Escondido Personnel Rules and Regulations, Rule 21, Section 6.

ARTICLE XXIX ABSENTEEISM

Excessive absenteeism shall be grounds for termination. Prior to implementation of disciplinary procedures leading to termination, the City shall make a good faith effort to make a performance referral to the Employee Assistance Program. The final determination shall be made by the City subject to the normal disciplinary review process.

ARTICLE XXX LEAVE OF ABSENCE

- A. Bargaining Unit employees in good standing may, with supervisory permission and five days prior notice, take time off without pay without having to exhaust current leave balances. No employee shall exceed ten working days off without pay within a calendar month.
- B. When an employee is in a leave of absence without pay status due to having exhausted all accrued sick leave and vacation credit, their revised hire date or date of promotion for purposes of merit increases, sick leave, and vacation credit will be the number of working days absent added to their former hire or promotion date, whenever such leave exceeds thirty (30) consecutive working days.

ARTICLE XXXI GRIEVANCE/COMPLAINTS

The City and ECEA agree to meet to discuss the current Grievance Policy within 90 days of execution of this MOU. Should changes be proposed and agreed upon, the City will meet and confer with all bargaining units to discuss and review proposed changes.

Section 1 Grievance Procedure

In the belief that the resolution of grievances is a constructive management action, a grievance procedure is hereby established. Such a procedure will give regular employees assurance that the City recognizes their right to be heard and assist them in achieving job satisfaction. The purpose of this procedure is to provide a just and equitable method for the resolution of grievances or complaints without prejudice, coercion or reprisal.

Section 2 Definitions

- A. A *complaint* is defined as an allegation or charge against a party that an error or wrong has been committed, and is identified as a complaint when communicated to the supervisor or other appropriate designated representative.
- B. The *complaint procedure* is defined as the orderly process by which a determination is made as to whether or not a wrong has been committed.
- C. A *grievance* is an expressed claim by an employee that the City has violated, misinterpreted or misapplied an obligation to the employee as such obligation to the employee is expressed and written in the City personnel ordinance, rules and regulations, and administrative directives, and is identified as a grievance when communicated to the supervisor or other appropriate designated representatives.
- D. The *grievance procedure* is the process by which the validity of a grievance is determined.
- E. The term *employee* includes employees wherever applicable within this procedure.
- F. The term *days*, when used in this procedure, shall mean calendar days.
- G. A *representative* is a person who, at the request of the employee or management, is invited to participate in grievance conferences.

- H. A *general grievance* is defined as an expressed written claim by the employee organization that the City has violated, misinterpreted or misapplied a provision in a current memorandum of understanding which concerns items or procedures relating to the relationship between the City and the employee organization as a corporate body.
- I. The *general grievance procedure* is the process by which the validity of a grievance is determined.

Section 3 General Provisions

- A. No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures, provided, however, no act or behavior which would otherwise subject an employee to discipline shall exclude the employee from discipline simply on the basis that a complaint or grievance is filed pertaining to that act or behavior.
- B. The time limits established herein may be extended to a date certain by mutual written agreement.
- C. If management, at any step of the procedure, fails to respond within the prescribed time limit specified, the employee may process their grievance or complaint at the next step.
- D. If the employee, at any step of the procedure, fails to appeal the decision on a grievance or complaint within the prescribed time limit specified, such decision shall be deemed accepted and shall not be subject to further appeal or consideration.
- E. By mutual written agreement, a grievance may revert to a prior level for reconsideration.
- F. The employee shall be present at all steps of the grievance or complaint procedure.
- G. All communications, notices and papers required to be in writing shall be served personally or by the United States Postal Service.
- H. Management shall inform an employee of any limitation on the authority of the management representative to fully resolve the grievance.
- I. The employee is assured the right to consult with their supervisor, the Department Head or their designee, or the **Director of Human Resources**, without prejudice, concerning the matter, from and/or procedure for filing a grievance.

Section 4 Representation Rights

- A. The employee has the right to the assistance of a representative of their choice in the investigation, preparation and presentation of a grievance.
 - 1. Representation may occur at any stage of the grievance procedure, provided, however, that prior to calling for representation at step one of the procedure, the employee shall discuss their grievance with the supervisor. Upon conclusion of the discussion, the employee may request a continuation of the informal grievance process (step one) to a mutually agreeable time within five (5) days to have the assistance of a representative.
 - 2. If the employee elects another employee as their representative, such representative shall not be released during working hours without the approval of their supervisor.
 - 3. The supervisor shall grant a reasonable amount of time off, provided such would not unreasonably interfere with or delay City work.
- B. Grievance conferences (between management and the employee) will normally be conducted during regular working hours at a mutually convenient time.
- C. The investigation of a grievance during working hours by an employee and their representative, if any, shall be in accordance with the following:
 - 1. Prior to entering any job site, the representative shall obtain the approval of the job site supervisor.
 - 2. There shall be no solicitation of grievances or employee organization membership.
 - 3. The investigation shall be conducted in a reasonable amount of time and expeditiously with due regard for the work requirements of the City.
 - 4. Where the investigation commences prior to the end of the regular workday and continues beyond the close of the regular workday, time spent after the close of the regular workday shall be the employee(s) own time.
 - 5. Entry will not be permitted if it would unreasonably interfere with or delay City work.
 - 6. All safety regulations relating to the presence or conduct of persons at the job site shall be complied with.

- D. The name of the representative of the employee or management shall be given to the other party not less than forty-eight (48) hours prior to any grievance conference.

Section 5 Complaint Procedure

A. Step One

1. The employee shall inform their supervisor of their complaint within ten (10) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the complaint. Failure to complete this procedure will bar further consideration of the complaint.
2. The supervisor shall, within five (5) days after receipt of the complaint, have a discussion with the employee concerning the complaint.
3. The supervisor shall, within five (5) days of the discussion, render a verbal decision to the employee.
4. The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

B. Step Two

1. Within five (5) days from receipt of the verbal decision from the supervisor, the employee, if they wish to appeal the decision, shall notify the Department Head of their intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint.
2. The Department Head or their designated representative shall, within five (5) days of the notification as required above, have a discussion with the employee concerning the complaint.
3. The Department Head or their designated representative shall, within five (5) days of the discussion, render a verbal decision to the employee.

C. Step Three

1. Within five (5) days from the receipt of the verbal decision from the Department Head, the employee, if they wish to appeal the decision, shall notify the City Manager of their

intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint.

2. The City Manager or his designated representative shall, within five (5) days of the notification as required above, have a discussion with the employee concerning the complaint.
3. The City Manager or his designated representative shall, within five (5) days of the discussion, render a verbal decision to the employee.

D. Nothing in this section shall prohibit more expeditious handling of the complaint.

Section 6 Grievance Procedure

A. Step One - Informal Grievance

1. The employee shall inform their supervisor of their grievance within ten (10) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. Failure to complete this procedure will bar further consideration of the grievance.
2. The supervisor shall, within five (5) days after receipt of the grievance, have a discussion with the employee concerning the grievance.
3. The supervisor shall, within five (5) days of the discussion, render a verbal decision to the employee.
4. The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

B. Step Two - Formal Grievance

1. Within ten (10) days from the receipt of the verbal decision from the supervisor, the employee, if they wish to appeal the decision, shall submit a formal written grievance to their supervisor. The grievance shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon. Failure to complete this procedure will bar further consideration of the grievance.

2. The supervisor shall, within five (5) days of the receipt of the grievance, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Section 4 of this procedure.
3. The supervisor shall, within five (5) days of the grievance conference, render a written decision to the employee with a copy of the original grievance.
4. The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

C. Step Three - Appeal

1. Within five (5) days from receipt of the written decision from the supervisor, the employee, if they wish to appeal the decision, shall submit an appeal to the Department Head. The appeal shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon, and include the supervisor's response, if any. Failure to complete this procedure will bar further consideration of the grievance.
2. The Department Head or their designee shall, within five (5) days of receipt of the appeal, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Section 4 of this procedure.
3. The Department Head or their designee shall, within five (5) days of the grievance conference, render a written decision to the employee with a copy of the appeals documents.

D. Step Four - Administrative Appeal

1. Within five (5) days from receipt of the written decision from the Department Head or their designee, the employee, if he/she wishes to appeal the decision, shall submit an appeal to the City Manager. The appeal shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon and

- include the original grievance and management's responses, if any. Failure to complete this procedure will bar further consideration of the grievance.
2. The City Manager or his designee shall, within seven (7) days of receipt of the appeal, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Section 4 of this procedure.
 3. The City manager or his designee shall, within seven (7) days of the grievance conference, render a written decision to the employee with a copy of all appeal documents.
 4. The City Manager may, at his option, render a written decision based on the documents submitted for their review without the grievance conference within the time frame set forth above. If they do so, the employee may discuss this decision with the City Manager at a mutually convenient time, provided they request such meeting within seven (7) days of receipt of the City Manager's decision.
 5. The decision of the City Manager shall be final, except where the grievance has resulted from a disciplinary action, in which case the employee may appeal his/her case to the Personnel Board of Review as permitted in these rules.

E. Nothing in this section shall prohibit more expeditious handling of the grievance.

Section 7 General Grievances

- A. In order to provide an effective mechanism whereby disagreements between the employee organization and management concerning items or procedures relating to the relationship between the City and the employee organization may be effectively resolved, the following general grievance procedure is hereby established.
 1. Where the employee organization has reason to believe that management is not correctly interpreting or applying a relevant provision of a current Memorandum of Understanding, the employee organization may file a general grievance by requesting in writing that a meeting be held with the authorized representatives of the City who

have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the general grievance and shall set forth the proposed resolution sought. Within fifteen (15) days of receipt of the general grievance, management will schedule a meeting at a mutually agreeable time for the purpose of discussing and attempting to resolve the disagreement.

2. Within fifteen (15) days of this meeting, management will submit its decision in writing to the employee organization.
3. If the employee organization is not satisfied with the decision, they may submit a request for hearing before the City Council. Such request for hearing must be submitted within fifteen (15) days of receipt of management's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration.
4. Management shall calendar on the City Council agenda such request and supporting documentation within thirty (30) days.
5. It shall be the option of the City Council to:
 - a. Refuse to hear the appeal, or make a decision on the documentation submitted;
or,
 - b. Hold a hearing after which they shall make a decision.
6. The decision of the City Council shall be final.

ARTICLE XXXII DISCIPLINARY PROCEDURES

The Escondido City Employees' Association agrees to the following:

1. The City Council may choose not to participate in the Disciplinary Review Process;
2. The City Council may refuse to hear an appeal;
3. The number of Commissioners on the Personnel Board of Review may be reduced; but, in no event shall the Board consist of fewer than three (3) Commissioners.

Attached to this Memorandum as Exhibit "A" is an opinion from the City Attorney setting forth an employee's right to challenge a commissioner for cause.

ARTICLE XXXIII SAFETY SHOE ALLOWANCE

The City agrees to provide a safety shoe allowance for eligible classifications as listed in Exhibit "C" of this MOU, which shall be \$150 annually.

ARTICLE XXXIV UNIFORM ALLOWANCE

The City will provide safety equipment (shoes, steel toed/shank boots, jackets, etc.) for Fire Prevention Specialist employees as deemed necessary by the City.

The City agrees to pay the Fire Prevention Specialist an annual uniform allowance six hundred fifty dollars (\$650.00), payable in January of each year. Employees will be responsible for purchasing and wearing safety boots as part of their station uniform.

The City agrees to grant the entire amount of said annual uniform allowance to new Fire Prevention Specialist employees within twenty (20) days of the date of hire. However, such allowance is subject to prorating the allowance for the calendar year following the calendar year in which the appointment occurred. The proration schedule shall be the number of months or portion thereof worked in the prior calendar year divided by twelve (12) months. The resulting percentage shall be multiplied by the annual allowance and the product shall constitute the uniform allowance for that year. In the event a new employee terminates for any reason during the first six (6) months of employment, they shall be liable to reimburse the City for the uniform allowance in accordance with the following schedule: (Such reimbursement shall be deducted from their final paycheck or by any other means the City deems appropriate.)

0 - 3 months	100% reimbursement
3 - 6 months	50% reimbursement
6 months or more	NONE

The City agrees to compensate employees for uniform damage in the course of their employment, should the damage justify such action. It is the understanding of both parties to this agreement that uniform replacement does not apply to normal wear and tear.

ARTICLE XXXV PROBATIONARY PERIOD

City Manager approval is required for the extension of any probationary period. Extension will only be for extended absences during the probationary period.

The length of probation shall be 1,560 hours worked (excluding any leave time).

ARTICLE XXXVI DRUG-FREE WORKPLACE

The City and the Association agree that the provisions of the Federal Department of Transportation rules for drug testing will be met. It is further agreed that only DOT required positions will be included.

The Unit agrees to the terms and conditions of the City's Drug-Free Work Place Policy and the Locker Policy.

ARTICLE XXXVII AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE XXXVIII RECOGNITION

The City agrees to recognize the Escondido City Employees' Association as the sole and exclusive representative for the Administrative, Clerical and Engineering Bargaining Unit, consisting of the employees who perform work in the classifications listed in Exhibit "B" of this Memorandum of Understanding.

ARTICLE XXXIX AGENCY SHOP

The Escondido City Employees Association/Administrative, Clerical and Engineering (ECEA/ACE) Unit will provide the City with information regarding the amount of dues deductions and the list of the ECEA/ACE Unit member employees who have affirmatively consented to or authorized dues deductions. The City shall deduct ECEA/ACE Unit membership dues and any other mutually agreed upon payroll deductions, to the extent permitted by law from of each member employee and remit the deducted dues to the ECEA Unit as soon as possible after the deduction.

The City agrees to direct each member employee to the ECEA/ACE Unit with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction, to the extent permitted by law. The ECEA/ACE Unit is responsible for

providing the City with timely information regarding changes to member employees' dues and any other lawful union-related payroll deduction.

A. The City shall make payroll deductions in reliance on the Unit's certification certifying that the ECEA/ACE Unit has and will maintain an authorization, signed by each member employee who affirmatively consents to pay the ECEA/ACE Unit membership dues. The ECEA/ACE Unit is responsible for providing the City with timely information regarding changes to member employee's dues and any other lawful association-related payroll deduction.

The City shall continue to withhold such deductions and shall only cancel or modify any membership dues or any other mutually agreed payroll deduction, to the extent permitted by law, for any member employees in reliance on the information provided by the ECEA/ACE Unit.

The City shall not request the ECEA/ACE Unit to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization.

B. All employees covered by the Memorandum of Understanding between the City and the ECEA/ACE Unit are considered covered employees under this Article.

C. All other legal and required deductions (e.g., payroll taxes, income taxes, health care premiums) have priority over dues deductions. No dues deduction will be made from an employee's paycheck unless the employee's earnings are sufficient to cover the dues after all other legal and required deductions are made.

D. The ECEA/ACE Unit agrees to defend, indemnify and hold the City (including its officers, employees, agents, and elected or appointed officials) (the "Indemnitees") harmless from and against any and all claims, demands, losses, damages, disputes, fines, penalties, suits, actions, causes of action, judgments, obligations, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees and court costs), or other actions arising out of or relating to this Article, including but

not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the ECEA/ACE's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the ECEA/ACE.

In the event any such action or proceeding is brought against the City by reason of any such claim, the ECEA/ACE Unit covenants to defend such action or proceeding by counsel. Further, the ECEA/ACE Unit agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the ECEA/ACE's actions or inactions under this Article.

ARTICLE XL MANAGEMENT RIGHT TO CONTRACT WITH OUTSIDE VENDORS

The City will continue to accomplish work internally within the City workforce and assign such work among various City departments. When extra ordinary or specialty work must be accomplished, the City will seek the most cost-effective resources to accomplish such work either through temporary employees or outside professionals.

The City is in the process of analyzing efficiencies as to the means and methods of governmental operations. If it is determined that the City is to outsource or contract services, the City will meet and confer over the decision and effects as it related to any services that specifically pertains to personnel represented by ECEA.

ARTICLE XLI LAYOFF PROCEDURE

Whenever it becomes necessary to reduce the number of employees in any classification, the order of layoff shall be as follows:

- (1) Employees with provisional status.
- (2) Employees with probationary status.

(3) Employees with permanent status in order of seniority, the employee with the shortest service in total City service in any classification are to be laid off first.

In the event that two or more employees have identical total City service seniority, the order of layoff will be determined by length of continuous service in the affected classification. 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.

Employees to be laid off in a particular classification have the right to demote to a lower job previously performed for which they meet the minimum qualifications and the employee is capable of performing the essential functions of the position.

The name of each laid off employee shall be placed on a reemployment list and shall be given the first opportunity to return to regular employment in reverse order of layoff.

ARTICLE XLII ECEA TIME

The City shall release members of the Bargaining Unit Negotiating Team one-half hour prior to the commencement of formal meet and confer sessions and permit them to continue preparation for the next session one-half hour following the conclusion of a formal meet and confer session.

Release time will include individuals designated by the Bargaining Unit; release time is based on receiving prior approval of supervisor.

Designated members of the ECEA/ACE shall have paid release time for the following activities in the capacity of representing the Association and/or its membership:

- a. Formally meeting and conferring with City representatives on matters within the scope of representation. Release time will also be provided for grievance or disciplinary representation as stated above. Release time will include individuals designated by the Association, and is based on receiving prior approval of the member's supervisor.
- b. Testifying or appearing as the designated representative of the Association in conferences, hearings or other proceedings before the Public Employment Relations

Board, or agent thereof, in matters relating to a charge filed by the employee organization against the City or by the City against the Association.

- c. Testifying or appearing as the designated representative of the Association in matters before the Personnel Board of Review.
- d. The Association must provide reasonable notice to the City for the time off.

ARTICLE XLIII WORK ATTIRE POLICY FOR FIELD PERSONNEL

Employees who have continuing contact with the public and/or who are performing tasks which by their nature dictate that they are clearly recognized as City employees are required to wear distinctive apparel that identifies them as City employees. Field Personnel will wear specified identifiable attire at all times while on duty, including a jacket during inclement weather. Other personal attire, e.g., trousers, is the responsibility of the employee and must be appropriate for the work setting. A range of acceptable attire items, as specified within the Identifiable Work Attire for Field Personnel Policy, must be worn by each employee.

The following ACE employees are subject to the provisions of the Identifiable Work Attire for Field Personnel Policy:

- Associate Chemist
- Building Inspector I/II
- Code Enforcement Assistant
- Code Enforcement Officer I/II
- Customer Service Representatives assigned to Business Licensing
- Engineer I/II and Engineering Technician I/II assigned to the Survey Crew
- Environmental Compliance Inspector I/II
- Field Engineering Inspector I/II
- **Lab Quality Assurance Officer**
- Laboratory Technician I/II
- Senior Environmental Compliance Inspector
- **Senior Industrial Waste Inspector**

The Field Personnel Attire Committee has been established to specify a range of appropriate shirts and lightweight jackets as required attire to be worn by field personnel. Such attire is denoted within the Identifiable Work Attire for Field Personnel Policy. The Committee will convene on an as-needed basis to review and update the Policy.

ARTICLE XLIV MOU REOPENER – HEALTHCARE REFORM

At such time as regulations are issued implementing the Affordable Care Act (ACA), including the “Cadillac” Tax, the City and ECEA will meet and confer to review the impact of such regulations on the benefit plans, voluntary plans, and flexible spending accounts (FSA’s) then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans, voluntary plans or FSA’s, covered by the MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and ECEA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

ARTICLE XLV ADDITION OF POSITIONS TO BARGAINING UNIT

In response to ECEA’s Petition for Unit Modification in March 2020, the following positions will be tracked, reclassified appropriately, and restored to the ECEA bargaining unit upon vacancy:

- **Division Coordinator (formerly Administrative Assistant) – Police Department**
- **Department Assistant (formerly Administrative Assistant) – Utilities Department / Lakes Division**
- **Maintenance & Operations Coordinator (formerly Administrative Assistant) – Utilities Department / Water Division (Water Treatment Plant)**
- **Geographic Information Systems Technician I/II – Information Systems Department / GIS Division**
- **Utilities Construction Coordinator (formerly Utilities Construction Technician) – Utilities Department / Wastewater Division**

DATED: 7/15/2020

DATED: 7/15/2020

FOR THE CITY OF ESCONDIDO:

FOR THE ESCONDIDO EMPLOYEES' ASSOCIATION ADMINISTRATIVE/CLERICAL/ENGINEERING UNIT:

Jessica Perpetua

Ralph Ginese

Christina Holmes

Grant Ruroede

Gary McCarthy

Cynthia Worayeth

Jennifer Fontaine

CITY OF ESCONDIDO

RECEIVED

1983 JUN 22 AM 10:14

memorandum

FINANCE DEPT.

June 21, 1983

TO: Tim Huntley, Director Management Services
FROM: David R. Chapman, City Attorney
SUBJECT: Challenge To Personnel Board of Review
Members for Cause

QUESTION PRESENTED:

You have asked us to advise you whether as a matter of general law employees who are the subject of disciplinary proceedings before the Personnel Board of Review may challenge members for cause.

CONCLUSION:

We have concluded that due process requires that employees have the right to challenge Board members for cause prior to the Board's consideration of disciplinary proceedings affecting such employees.

DISCUSSION:

It is a well established principle of constitutional law (both U.S. and California) that a judge must not participate in the consideration of a matter as to which he may hold some bias. The principle is embedded in judicial practices and is also part of sound administrative law procedures. In practice, a person appearing before any tribunal which may hold some bias is entitled to challenge that tribunal for cause. Where bias is shown, the hearing officer must be recused. Where bias is demonstrated but there is no recusal, then there is a clear denial of due process.

EXHIBIT "B"
Escondido City Employees Association
Administrative, Clerical and Engineering
SALARY RANGES JULY 12, 2020

<u>Union Code</u>	<u>Job Description</u>	<u>Base</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
ACE	Account Clerk I	2,644	2,777	2,915	3,061	3,214
ACE	Account Clerk II	2,919	3,065	3,218	3,379	3,548
ACE	Administrative Aide	2,517	2,643	2,775	2,914	3,059
ACE	Administrative Assistant	2,919	3,065	3,218	3,379	3,548
ACE	Associate Chemist	6,593	6,923	7,269	7,633	8,014
ACE	Asst Planner I	4,333	4,550	4,777	5,016	5,267
ACE	Asst Planner II	4,783	5,022	5,273	5,537	5,814
ACE	Bldg Inspector I	5,025	5,276	5,540	5,817	6,108
ACE	Bldg Inspector II	5,828	6,119	6,425	6,746	7,084
ACE	Buyer	3,645	3,828	4,019	4,220	4,431
ACE	Code Enforcement Asst I	2,617	2,748	2,885	3,030	3,181
ACE	Code Enforcement Asst II	2,887	3,031	3,183	3,342	3,509
ACE	Code Enforcement Officer I	4,024	4,225	4,436	4,658	4,891
ACE	Code Enforcement Officer II	4,442	4,664	4,897	5,142	5,399
ACE	Customer Service Rep I	2,848	2,990	3,140	3,297	3,461
ACE	Customer Service Rep II	3,143	3,301	3,466	3,639	3,821
ACE	Development Technician I	3,736	3,923	4,119	4,325	4,542
ACE	Development Technician II	4,124	4,331	4,547	4,774	5,013
ACE	Engineer I	5,025	5,276	5,540	5,817	6,108
ACE	Engineer II	5,547	5,824	6,115	6,421	6,742
ACE	Engineering Technician I	4,124	4,331	4,547	4,774	5,013
ACE	Engineering Technician II	4,553	4,780	5,019	5,270	5,534
ACE	Environmental Comp Insp I	4,227	4,439	4,661	4,894	5,139
ACE	Environmental Comp Insp II	4,666	4,900	5,145	5,402	5,672
ACE	Facilities Project Coordinator	5,280	5,544	5,821	6,112	6,417
ACE	Field Engineering Inspector I	4,666	4,900	5,145	5,402	5,672
ACE	Field Engineering Inspector II	5,151	5,408	5,679	5,963	6,261
ACE	Fire Prevention Specialist I	4,724	4,961	5,209	5,469	5,742
ACE	Fire Prevention Specialist II	5,209	5,469	5,743	6,030	6,332
ACE	Graphics/GIS Technician I	3,645	3,828	4,019	4,220	4,431
ACE	Graphics/GIS Technician II	4,024	4,225	4,436	4,658	4,891
ACE	Lab Quality Assurance Officer	6,123	6,429	6,750	7,088	7,442
ACE	Laboratory Assistant	2,514	2,640	2,772	2,910	3,056

ACE	Laboratory Technician I	5,151	5,408	5,679	5,963	6,261
ACE	Laboratory Technician II	5,686	5,970	6,268	6,582	6,911
ACE	Police Records Technician	3,222	3,383	3,552	3,730	3,916
ACE	Program Assistant	3,645	3,828	4,019	4,220	4,431
ACE	Program Coordinator	4,442	4,664	4,897	5,142	5,399
ACE	Property & Evidence Tech I	2,782	2,921	3,067	3,220	3,381
ACE	Property & Evidence Tech II	3,067	3,220	3,381	3,550	3,728
ACE	Purchasing/Inventory Control	3,304	3,469	3,643	3,825	4,016
ACE	Recreation Coord - Tiny Tots	3,067	3,220	3,381	3,550	3,728
ACE	Recreation Coordinator	3,067	3,220	3,381	3,550	3,728
ACE	Sr Account Clerk	3,385	3,554	3,732	3,919	4,115
ACE	Sr Customer Service Rep	3,470	3,643	3,825	4,017	4,217
ACE	Sr Environmental Com Inspector	6,276	6,590	6,919	7,265	7,628
ACE	Sr Graphics/GIS Technician	4,442	4,664	4,897	5,142	5,399
ACE	Sr Industrial Waste Inspector	5,151	5,408	5,679	5,963	6,261
ACE	Sr Property & Evidence Tech	3,385	3,554	3,732	3,919	4,115

Exhibit "C"

Administrative/Clerical/Engineering Unit

Shoe Allowance - \$150.00/annual

- Associate Chemist
- Building Inspector
- Engineer II (Survey Crew)
- Engineering Technician (Survey Crew)
- Environmental Compliance Inspector I
- Environmental Compliance Inspector II
- Facilities Project Coordinator
- Field Engineering Inspector I
- Field Engineering Inspector II
- **Lab Quality Assurance Officer**
- Laboratory Technician I
- Laboratory Technician II
- Property and Evidence Technician I
- Property and Evidence Technician II
- Purchasing/Inventory Control Coordinator
- Senior Environmental Compliance Inspector
- **Senior Industrial Waste Inspector**