

**Memorandum of Understanding
Between the
City of Lemon Grove**



**and the
American Federation of State, County and Municipal Employees (AFSCME)
Local 127, AFL-CIO**



**for the
Supervisory Unit**

ARTICLE 1 - Parties to the Agreement

This MOU is entered into this 1st day of January 2025, by and between the City of Lemon Grove "City" and Local 127, American Federation of State, County and Municipal Employees, AFL-CIO "Union" and has as its purpose the promotion of harmonious labor relations between the City and Union.

ARTICLE 2 – Recognition

The City recognizes the Union as the exclusive representative of full-time, temporary employees and probationary Supervisorial Unit employees with Facilities Supervisor, Sanitation Supervisor, and Streets Supervisor pursuant to the City's Employee Relations Code, Section 2.32.100 Appropriate unit of the City's Municipal Code and applicable state law.

ARTICLE 3 - Provisions of Law

- A. This MOU is subject to all current and future applicable federal, state and local laws and regulations. Provided, however, no local law which is enacted in contravention of the provisions of the Meyers-Milias-Brown Act ("MMBA") shall affect the provisions of this MOU.
- B. If there is a conflict between the provisions of this MOU and City policies, this MOU will control.

ARTICLE 4 - Reasonable Notice

As defined in Government Code Section 3505, the City shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment and shall consider fully such presentations as are made by the Union on behalf of its members prior to arriving at a determination of policy or course of action. Reasonable written notice as defined in Government Code Section 3504.5 shall be given on all matters requiring such notice under said Section.

ARTICLE 5 - Savings Clause

If any provision, section, subsection, sentence, clause or phrase of this MOU is for any reason held by a court of competent jurisdiction to be illegal or unconstitutional, the remaining portion of the MOU shall not be affected and shall remain in full force and effect. The parties agree to meet and confer on the effects of such a ruling on matters within the scope of negotiations.

ARTICLE 6 - Modification and Waiver

- A. It is agreed and understood that each party shall not be required to meet and confer with respect to any matter covered in this MOU, except as specifically noted in this agreement, if the City considers a resolution or municipal code that is in direct

conflict with the MOU or unless required by a federal or state law which mandates action by the City affecting the provisions in this MOU.

- B. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained in this MOU shall not be binding upon the parties unless agreed to in writing by all parties, and if required, approved and implemented by the appropriate body.

ARTICLE 7 - Renegotiation

Unless otherwise agreed to by the Parties, either Party will serve upon the other its written request to commence meeting and conferring in good faith, for successor MOU by the first Friday of February of the fiscal year the MOU expires.

ARTICLE 8 - Terms of Agreement

The term of this MOU shall commence at 12:01 a.m. on January 1, 2025. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2027.

ARTICLE 9 - Employee Data Notification

- A. Every one hundred and twenty (120) calendar days, the City will provide the following information to the Union regarding bargaining unit employees: employee's identification number, employee name, bargaining unit, original hire date, rehired date(s), monthly pay rate, classification, FT/PT status, department, work address, work phone number, work e-mail address, mailing address, personal cell phone number, and personal e-mail address, to the extent the employees have provided this information to the City.
- B. In addition to the information provided in this Article, Section A, the City will provide the same data to the Union any time a bargaining unit employee is promoted, demoted, terminated, hired, transferred out of the bargaining unit, or changes classifications, changes between full-time and part-time within ten (10) working days of such action.
- C. The City and the Union agree employees should keep the City updated on any changes to the employee's home and personal cellular telephone number, any personal email addresses on file with the City, and the employee's home address. This information is necessary for the City to ensure employees receive any and all communications from the City, and that any contact information the City provides the Union pursuant to California Government Code Section 3558 or any other provision in this MOU is accurate. To assist in this endeavor, employees are required to update any changes in the above-referenced contact information that is on file with the City by notifying the Human Resources Department within fourteen (14) calendar days of such a change.

ARTICLE 10 - Union-Related Payroll Deductions

- A.** The City agrees to deduct and transmit to the Union all membership dues and insurance premiums (for plans sponsored by the Union) certified by the Union to the extent permitted by law. The City will remit the aggregate amount of all Union dues deductions on a bi-monthly basis after completing the payroll process for each pay period in which the Union dues deductions were made. The City and Union agree that the system of authorized dues deductions will be operated in accordance with the Government Code, or other controlling federal and state law. In the event there is a change to controlling law or regulations, the City and the Union agree to meet and confer over any impacts subject to bargaining in accordance with the Meyers-Milias Brown Act.
- B.** The Union will set the amount of membership dues and other lawful deductions and notify the City of these amounts in writing. The City will deduct Union dues in a specified amount based on the information provided by the Union during the first full pay period following notification of such change by the Union. The Union must provide information on dues deduction authorizations and cancellations on a timely basis, in accordance with state law. If an employee submits a payroll deduction authorization change to the City which has not been processed by the Union, the City will direct the employee to the Union promptly. The City will continue to deduct dues in reliance on the information provided by the Union, until the Union notifies the City of a deduction change authorization.
- C.** The Union will maintain records of employee authorizations for dues deductions. The Union will also provide the city with the list of Union employees who have affirmatively consented to or authorized dues deductions. The City will not request the Union to provide a copy of any member's authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by the Union in processing dues deductions for Union members. The Union is responsible for providing the City with timely information regarding changes to member employees' dues deductions.
- D.** Payroll authorization may, at the election of the Union, be for a specific term. The responsibility to enforce this provision lies solely with the Union.
- E.** When a member is in a non-pay status for an entire pay period, the City will not deduct any dues to cover that pay period from any future earnings nor will the member deposit with the City the amount that would have been withheld if the member had been in a pay status during that period. When an employee is in a non-pay status during only a part of the pay period and the employee's wages are not sufficient to cover the full dues amount, the City will not deduct any dues to cover that pay period. The City shall not remit to the Union any monies not withheld from the members pursuant to this Section E.

- F. The Union agrees to indemnify, defend, and hold harmless the City, including its officers, representatives, and agents, against all liability arising from any claims, demands, or other action relating to the City's compliance with this Article. This agreement to defend and indemnify includes liability arising from or related to the active or passive negligent acts or omissions of the City, its officers, representatives, and agents, which may be in combination with the active or passive negligent acts or omissions of the Union, its employees, agents, or officers, or any third party. In addition, the Union will refund to the City any amounts paid to it in error after the City provides the Union with supporting evidence of the error.

ARTICLE 11 - Union Orientations

- A. The City and the Union mutually agree that the structure, time, and manner of the Union access to the orientation of a newly hired City employee in accordance with the requirements of California Government Code Section 3557 is as expressly stated in this Article.
- B. The Union will have access to new employee's orientation as needed. When the City hires a new employee whose classification is part of the bargaining unit, the Human Resources Manager will notify the Union via email. The City agrees to provide the Union with an equal opportunity to make presentations to new employees. These presentations will not exceed thirty (30) minutes and will be restricted to the employee and a Union representative. Only the Union and no other employee organization will be provided with the opportunity to make presentations to employees in job classifications represented by the Union.
- C. The Union will be provided with a list including the employee's full name, classification, department, hire date, and phone number of new hires required to attend orientation within the bargaining unit.

ARTICLE 12 - Labor Management Committee

The City and the Union will establish a joint Labor Management Committee "LMC" for the purpose of discussing common problems including safety problems, contract interpretation and administration, application and administration of the Grievance Procedure, and application and administration of the City's disciplinary procedures. The LMC shall meet at regular intervals when either side has an agenda to present. Generally, these meetings will include both the Supervisory and General Bargaining Units and be held on a semi-annually basis at a mutually satisfactory time and location for a duration of approximately two (2) hours. The City shall appoint three (3) members. The Supervisorial Bargaining Unit shall appoint one (1) member. Additional members may attend based on the issue being discussed and with the approval of the Director or designee of the Public Works Department. Meetings will be held during normal business hours. The City agrees to the shared responsibility of preparing the agenda and minutes for the LMC meetings.

ARTICLE 13 - Access to Work Locations

The Union will be granted access to work locations in which employees covered by this MOU are employed, for the purpose of conducting grievances, grievance investigations and observing working conditions. The Union shall not unduly interfere with the operations of the department during a visit. The Union has have the right to meet with employees on an individual basis during meal and break time at City facilities. Access to work sites shall normally be granted by the City unless the visit will unduly interfere with the operation of the department. Permission shall not be unreasonably withheld.

ARTICLE 14 - Executive Board Meetings [Gen/Sup]

The City agrees to release the Union's elected Executive Board Member on City time to attend the Union's Executive Board meetings for two (2) hours per meeting. A total of one (1) elected Executive Board Member from the Bargaining Unit will be released. The Union will notify the City of the chosen representative. The dates and time of the Executive Board meetings are the first Wednesday of each month at 12:00 p.m. The Union agrees to provide the City with notice if the schedule of the meeting changes. The elected Executive Board Member is expected to report to work both before and after the meeting. Time spent at the meetings will be deducted from the Union Pool of Hours pursuant to Article 32.

ARTICLE 15 - Union Communications

- A. Bulletin Boards.** The City will furnish and make accessible one (1) bulletin board at the workspace of the Union employee(s). The bulletin boards will be marked "AFSCME Local 127 Use Only".
- B. E-Mail Communications.** The Union will be permitted to use the City's email system to direct employees to obtain information contained on the Union's website. No further use or access of the City's email system will be authorized unless such use pertains to the employer-employee relationship. Any email communications may be subject to be disclosed pursuant to the California Public Records Act.
- C. Interoffice Mail.** The City and Union agree that the Union may use the City's interoffice mail system to distribute its newsletter or equivalent communication to employees in its bargaining unit.

ARTICLE 16 - Contracts and Side Letters

The City agrees to post this Memorandum of Understanding and active side letters online on the City's website. Bargaining unit members and a Union representative may request a printed copy of the MOU from the Human Resources Manager.

ARTICLE 17 - Employee Rights

- A.** The Union members shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations pertaining to wages, hours, and other terms and conditions of employment. The Union members shall have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City of Lemon Grove or by any employee organization because of the exercise of these rights.
- B.** Requests by any departments to conduct covert video surveillance for the purpose of documenting misconduct must be submitted to the Human Resources Department for review and approval before any surveillance is started.
- C.** Employees have the right to expect professional supervision free of undue and/or unfair harassment.
- D.** The provisions of this MOU shall apply equally to all covered employees without favor or discrimination based on any of the protected classes where the City is bound by state and federal law.

ARTICLE 18 - Management Rights

- A. Retention of Rights.** The Union recognizes that the City has, and will continue to retain in all respects, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its public services and its workforce performing those services.
- B. Exclusive Rights.** The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent departments, commissions, and boards; to determine City programs; to set standards and levels of service to be offered to the public, and through its management officials, to exercise control and discretion over its organization and operations; to develop and administer the City budget; to determine the methods of raising revenue; to determine and administer City policies, procedures, rules and regulations; to take action on any matter in the event of an emergency; to build, move, or modify City facilities; to exercise control, authority, and discretion over its types of equipment or technology to be used in the performance of work; subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions of their layoff not inconsistent with in any provisions of the current MOU, dismissal or demotion, and to promote and to transfer all employees; to establish and enforce administrative regulations and work rules in addition to and not inconsistent with the specific provisions of this MOU; to direct its employees; to take disciplinary action; to lay off its employees; to determine the procedures and standards of selection for employment and promotions; to

determine whether goods or services shall be purchased or contracted for; to determine the methods, means and personnel by which the City's services are to be provided, purchased or contracted including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the City and the public, except as expressly modified or restricted by a specific provision of this MOU or by law. The City retains its rights to assign and place volunteers in accordance with City policy.

- C. To the extent required by law, the City agrees to meet and confer on the impact of the exercise of any such rights upon represented employees prior to implementation.
- D. Actions subject to Management's exclusive rights shall not be subject to any grievance or appeal procedure.

ARTICLE 19 - Safety and Hazard Duty

- A. The City shall abide by all applicable OSHA, Cal/OSHA, and all other federal and state laws relating to employee safety while on the job.
- B. No employee shall be disciplined if there is a reasonable belief performing an assignment would violate a health or safety regulation and the violation would create a real and apparent hazard to the employee. Employees shall immediately report this to their supervisor and Human Resources.

ARTICLE 20 - Professional Membership

No employee shall be required to join any organization except those job-related professional organizations paid for by the City.

ARTICLE 21 - Department Work Rules

The City agrees to make available to the Union current written Departmental policies and instructions and will provide copies of such to the Union within fifteen (15) calendar days of implementation. However, the obligation to make copies of current and future Departmental policies and instructions available does not extend to policies which describe confidential or security procedures.

ARTICLE 22 - Performance Evaluation

- A. Except for temporary employees, performance evaluations "evaluation" will be given to an employee within thirty (30) calendar days after the employee's anniversary date, as defined in Article 26 - Anniversary Date. Probationary employees shall be provided with an evaluation after their first six (6) months of employment with the City. Receipt of this evaluation shall not alter the employee's at-will or probationary status or provide the employee with property rights in their position. Likewise, it does not guarantee the employee will receive a pay increase.

- B. Employees will receive an evaluation within thirty (30) calendar days after the completion of the employee's one (1) year anniversary.
- C. Evaluations will concern an employee's work performance during the applicable time period leading up to the performance evaluation, except they may also address improvements or areas still requiring improvements from previous evaluations.
- D. In no case shall the department give an evaluation to an employee later than thirty (30) calendar days after the employee's anniversary without the prior written approval of the Human Resources Department. Prior approval is required before the evaluation can be given to the employee more than thirty (30) calendar days after the due date but does not affect the content of the evaluation.
- E. Employee signing the evaluation does not constitute the employee agreement with all or part of the evaluation but only the presentation of the evaluation to the employee. Employees shall be given a copy of their evaluations and any attachments. Within ten (10) workdays of the employee's receipt of a performance evaluation, an employee may attach, comments related to the evaluation, which will be included with the evaluation in their official Personnel File.
- F. An employee cannot grieve the content or overall evaluation rating, but the restriction of a grievance does not cover the failure to follow and implement this Article.
- G. An employee whose overall evaluation indicates "improvement needed", or "unsatisfactory" may appeal their evaluation to their Department Director or their designee, or, if prepared by the Department Director or their designee, then to the City Manager. The appeal shall be filed within fourteen (14) calendar days from the presentation of the evaluation to the employee. The Department Director, their designee, or City Manager shall meet with the employee and the staff member who completed the evaluation within fourteen (14) calendar days from the date of the appeal being filed. The meeting shall be conducted informally, the employee or steward may present any relevant information at the appeal. The Department Director, their designee, or the City Manager may, after the completion of the appeal hearing, change the evaluation including its ratings.
- H. Should the City revise the evaluation form, the City shall not be required to negotiate over such revisions, but City agrees to provide an advance copy to the Union for comment prior to using it for performance evaluations.

ARTICLE 23 - Personnel Files

- A. The City will maintain one (1) official personnel file ("Personnel File") on an employee, which will be maintained by Human Resources. Supervisors may keep working supervisory files on the performance and conduct of employees.

- B. Records in an employee's Personnel File may be removed from an employee's Personnel File pursuant to the City's document retention schedule, if allowed under the law.
- C. An employee shall be notified if an adverse comment is entered in their personnel file. An employee shall have fourteen (14) calendar days within which to file a written response to any adverse comment entered in their personnel file. The written response shall be attached to, and shall accompany, the adverse comment.
- D. Per California Labor Code 1198.5, the City shall make available to an employee personnel records that are used or have been used to determine that employee's qualifications for employment, promotions, additional compensation, transfer, or disciplinary action. Upon the employee's request, the records will be made available during usual business hours, at reasonable intervals, with no loss of compensation to the employee.
- E. Notwithstanding any other provisions of this Article, an employee is not entitled to inspect, review or copy reference letters, background investigations, and records pertaining to investigation of a possible criminal offense.
- F. If, after examination of the employee's personnel file, the employee believes that any records within their personnel file are mistakenly or unlawfully placed or removed in the file, the employee may request, in writing, that the mistaken or unlawful portion be corrected, restored, or deleted. Any request made pursuant to this Section F, shall include a statement by the employee describing the corrections or deletions from the personnel file requested and the reasons supporting request. A statement submitted pursuant to this Section F, shall become part of the personnel file of the employee.
 - 1. Within thirty (30) calendar days of receipt of a request made pursuant to this Section F, the City shall either grant the employee's request or notify them of the decision to refuse to grant the request. If the City refuses to grant the request, in whole or in part, the City shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the employee.
 - 2. The City's decision pursuant to this Section F shall not be subject to the grievance procedure or further appeal.
- G. In addition to all adverse comments placed in an employee's file, all corrective measures taken to assist an employee to improve job performance shall be documented and placed in the employee's personnel file. It is the intent of this Section G to show an employee's effort to correct any unacceptable job performance and/or misconduct. It is the employee's responsibility to provide documentation of corrective measures taken outside of City direction or knowledge.
- H. If the allegations of a complaint into an employee's misconduct are not sustained following an investigation, then the complaint shall not be maintained in the

employee's Personnel File. The City may maintain the complaint in a file separate from the employee's Personnel File. In addition, other records related to an investigation, such as a notice of closure, may be placed in the employee's Personnel File.

ARTICLE 24 - Limited and Temporary Appointments

- A.** Temporary and limited employees are at-will, do not serve a probationary period, do not have property interests in their positions, and serve at the pleasure of the Director of Public Works.
- B.** The City may use temporary employees to fill short-term staffing needs due to: leaves of absence, separations, promotions, reassignments, short-term projects and or peak activities. If the City places a temporary employee in a permanent, full-time budgeted Union position, the City agrees to promptly open a recruitment for the position and use reasonable best efforts to fill the position with a permanent employee. If a position is required to be filled by temporary or limited appointments longer nine (9) than months then the City agrees to meet with the Union to discuss on the City's plans to fill the vacancy.

ARTICLE 25 - Vacancies

- A. Bargaining Unit Openings.** The City will send via email to all employees within the bargaining unit at their City email addresses an announcement of all non-temporary bargaining unit job openings on the same day the City posts the opening externally or online.
- B.** Any such bargaining unit candidate who applies and who meets the minimum qualifications of the job shall be considered in the recruitment process.
- C.** Nothing contained in this Article is intended to create or establish any employee priority or entitlement to any posted job opening or position over any other job applicant.
- D.** The City will post job notices of classifications within the bargaining unit with the following information:
 - 1.** Date of the posting;
 - 2.** Closing date of posting;
 - 3.** Whether the classification is represented by a union;
 - 4.** Classification;
 - 5.** Salary Range; and
 - 6.** Whether the position is Full-time, part-time, or temporary.

ARTICLE 26 - Anniversary Date

- A.** Employees shall have their City anniversary date “anniversary” determined as set forth under the Personnel Manual, Sections 6.01 to 6.03 – Compensation and Benefits.
- B.** Upon request to the Human Resources Department, employees will be provided their anniversary date.
- C.** If an employee disagrees with the City’s recorded anniversary date, then the employee may request a meeting with a representative from the Human Resources Department. The employee will provide evidence of the alternative anniversary date. If the Human Resources Department rejects the employee’s alternative anniversary date, then a representative from the City will provide in writing within fourteen (14) calendar days of the meeting the reason for the rejection.

ARTICLE 27 - Probation

- A.** Probationary employees are recognized as a part of the bargaining unit and entitled to the same union protections, rights, and benefits outlined within the MOU and within the Personnel Manual, Section 5 - Appointments and Probation, except where specifically excluded within this MOU.
- B.** The probationary period shall be a one (1) year period beginning from their first paid workday in a full-time, permanent position and will not include periods of time on paid or unpaid leave time exceeding five (5) consecutive workdays; however, paid leave time for vacation, sick time, legally required jury or witness duty, and/or holiday leave shall not extend an employee’s probationary period.
- C.** A probationary employee may be terminated from employment at any time during the probationary period. The probationary employee shall not have the right to appeal this decision under any procedures set forth in this MOU or the Personnel Manual.
- D.** While serving a probationary period, an employee may be promoted to a position in a higher classification during a probationary period. The employee shall serve a new complete probationary period for the new classification beginning with the date of appointment to the higher classification.
 - 1.** An employee who fails probation following a promotion shall be reinstated to the previous lower classification position from which the employee was promoted. If the cause for not passing probation was sufficient grounds for termination the employee shall be subjected to termination without reinstatement to the lower classification.
 - 2.** If an employee reverts to their previous lower classification during their probationary period, and the employee has not completed the probationary

period for the lower classification, then the employee must complete the remaining probationary period for the lower classification.

- E. When additional time is needed to further evaluate an employee, the employee probationary period may be extended by the City Manager, upon the request of the Department Director, for a period not to exceed an additional six (6) months of actual and continuous service.
 - 1. An extension of probation shall be made only if the initial probationary term has not expired.
 - 2. If the City Manager determines that the probationary period should be extended, the probationary employee shall be given notice in writing prior to the expiration of the original probationary period with a written work Performance Plan to assist the employee in understanding their job duties they still are inefficient in completing.
 - 3. If probation is extended, no merit increase shall be granted until the probationary period is completed.
- F. An employee on probation can request at any time a meeting with their supervisor to get a verbal update about their performance and request a City available training within the scope of the employee's duties to help address areas where improvement is needed. Approval of the training is within the sole discretion of the Director of Public Works.
- G. Any certifications and/or license requirements of a probationary employee required to be achieved before the end of a probationary period will be provided in writing with any required deadlines (which may include the job classification) at the start of their probationary period. An employee may request from their supervisor or the Department Director a list of City-approved classes, courses, and workshops for achieving the certifications and/or licenses.
- H. Probationary employees may use the grievance procedure in accordance with Article 35 - Grievance.

ARTICLE 28 - Seniority and Bumping Rights

- A. **Seniority Definition.** For the purpose of this Article of the MOU only, the following definitions apply:
 - 1. **Employment Seniority:** Employment Seniority will be based on an employee's years working for the City within an AFSCME Local 127 bargaining unit from their hire date(s) to their separation date(s) (i.e., if an employee was hired on January 1, 2020, and worked until January 30, 2020, then it would equal a total Employment Seniority of thirty (30) days.) However, employees in the bargaining unit who separate from City

employment for more than 365 days and who are rehired by the City will not maintain any seniority rights.

2. **Extended Unpaid Leave:** If an employee is on an extended unpaid leave of 40 hours or more, then the time on the extended unpaid leave will not be included in the calculation for Employment Seniority.
3. **Promotion:** An employee that is promoted to a higher classification and does not pass their probationary period shall retain their Employment Seniority within their previous classification.

B. Bumping Rights List.

1. The City will maintain and control a Bumping Rights List which shows the Employment Seniority of each employee in the bargaining unit.
2. The Union can request a Bumping Rights List once a year, which will be transmitted by e-mail within twelve (12) workdays of the request. If the City requires additional time, it shall notify the Union and transmit it within a reasonable time.
3. Within ten (10) workdays of receipt of the transmission of the list to the Union, any employee who believes an error exists in the Bumping Rights List shall bring the problem to the attention of the City and seek correction.

C. Application of Employment Seniority and Classification Seniority.

1. **Layoffs.** Layoffs will occur based on Employment Seniority within the AFSCME 127 bargaining unit. When the City Manager authorizes layoff of employees due to budgetary issues, reallocation of staffing, lack of work, or restructuring of departments, such layoffs shall be based on Employment Seniority within a classification. Part-time employees will be laid off first, followed by probationary employees, followed by full-time employees. Should full-time employees be laid off, the lowest employee (with the least seniority) on the Bumping List shall be laid off first. If there are two (2) or more employees in the classification from which the layoff is to be made who have equal seniority, such employees shall be laid off on the basis of the last performance evaluation rating in their last evaluation, providing such rating has been on file at least thirty (30) calendar days and not more than eighteen (18) months prior to the layoff. The employee with the lowest overall evaluation rating will be laid off first.
 - a. **Severance.** To the extent the City is required to negotiate with the Union regarding the impacts / effects of a layoff, the City will meet and confer with the Union about potential severance package(s), but is not obligated to provide any severance packages to employees.

2. Reduction in Force. If required under the law, the City shall comply, when there is a Reduction in Force, with all federal, state, and local laws including the Federal Worker Adjustment and Retraining Notification Act and California's Worker Adjustment and Retraining Notification Act.

3. Bumping.

- a. If an employee is to be laid off as referenced in this Article, Section C (1) then they may, at their discretion, bump another employee in a lateral or lower classification who is represented by AFSCME Local 127, if they are higher on the Bumping List and the employee has the necessary skills and ability to perform the available work without additional training other than the basic job orientation. Such determination is within the City's sole discretion. If no employee exists in the lateral classification or lower classification, then no further bumping sequence will be required. Where seniority is equal, priority shall be determined as referenced in this Article, Section C (1).
- b. When an employee bumps to a lateral classification or lower classification, they shall assume that classification and be paid at the pay rate of the classification assumed.

4. Re-Employment List. Employees should refer to the Personnel Manual, Sections 10.03 to 10.05.

ARTICLE 29 - Transfer of Bargaining Unit Work

Except as prohibited by Article 2 - Recognition, the City's decision to transfer bargaining unit work for reasons other than labor costs to other employers, outside of the City or to other City employees outside of the bargaining unit is not subject to meet and confer. However, if the decision to transfer unit work is based on labor costs, then the City will provide the Union with notice and opportunity to meet and confer on both the decision to transfer bargaining unit work and the impact of the transfer on mandatory subjects of bargaining. In either instance, prior to implementing the plan to transfer bargaining unit work, the City will provide the Union with notice and opportunity to negotiate the impact on mandatory subjects of bargaining.

ARTICLE 30 - Outside Employment

- A. Employees are strictly prohibited from seeking or retaining outside employment, including self-employment, from the City of Lemon Grove where there is a direct or indirect conflict of interest with their City employment. The employee has the sole responsibility of verifying with the City any outside employment conflicts.
- B. Employees who hold outside employment must fill out a form ("Form") pursuant to Personnel Manual, Section 2.06. The Form will be maintained in strict confidence in the employee's personnel file. The City may seek additional information from the

employee in order to determine if there is a conflict of interest with their City employment.

C. Outside employment will not be allowed under the following conditions:

1. Employment conflicts with the employee's work schedules, duties, and responsibilities.
2. Employment creates a detrimental effect upon the employee's work performance with the City.
3. Employment involves conducting outside employment during paid City hours.
4. Employees use City premises, facilities, supplies, uniforms, logo, or the name of the City of Lemon Grove in their outside employment.
5. The employee has any direct decision-making, receives any direct financial incentive from outside employment, or as a City employee over any contract entered into between the outside employer and the City of Lemon Grove.
6. The employee purchases, without written pre-approval from Department Director or their designee, any product in which the employee has any financial benefit from the seller.

D. Self-employment is considered outside employment and must meet the same conditions as other outside employment and employment does not involve ownership of a private business that is incompatible with the employee's current position within the City.

E. The City is not legally responsible to any extent for the employee's outside employment, including but not limited to any liability for workers' compensation claims or injuries resulting from outside employment.

F. The City is not responsible for an employee in regards to outside employment, specifically on behalf of another employer or self-employment. The employee in their outside employment from the City is independent, and not acting on behalf or at the direction of the City.

G. Appeal of Determination

1. If the Human Resources Department determines that an employee's outside employment directly or indirectly conflicts with the employee's City employment, then the employee has the right to be provided a written explanation of the denial within five (5) working days of the official decision.
2. The employee has the right to request an appeal of the determination to the City Manager within five (5) working days. If the City Manager determines that an employee's outside employment directly or indirectly with the employee's

City employment, the employee will be issued a written explanation of the denial within five (5) working days of the official decision. The City Manager's decision shall be final.

ARTICLE 31 - Teleworking

- A.** In its sole discretion, the City may allow an employee to telework. Decisions concerning approval, terms, and termination of teleworking are within the sole discretion of management and there are no rights to appeal and such decision may not be grieved.
1. **Privacy:** An employee must provide the same level of privacy in a telework location, for confidential materials, as would be provided in their normal workspace.
 2. **Resources:** The City may provide equipment, Wi-Fi, computer, and other needed supplies if an employee is approved for telework.
 3. **Agreement:** A Telework Program Agreement will be completed between the employee and their Department Director, or the Director designate, and said agreement and the telework arrangement may be revoked at the discretion of the Department Director or the Director designee without cause and without appeal or grievance rights. The agreement may provide the following:
 - a. Scope of work.
 - b. Conditions for the work.
 - c. Access of the employee to City resources, including but not limited to supplies, computers, and Wi-Fi.
 - d. Days of the week, hours of the day and/or other time restrictions.
 4. **Time Sheet:** An employee completing a Telework Program Agreement must submit a Telework Program Time Sheet with the dates, times, tasks, and products they completed while working remotely.
 5. **Obligations:** The employee is required to follow all City policies, practices, instructions, and directions while working remotely, including all recognized holidays, and meal and break requirements. The employee must be accessible by telephone and e-mail during the agreed-upon telework hours. Any work-related injuries or illness must be reported to Human Resources as soon as possible, and required forms must be completed in accordance with state law and the City's workers' compensation policy. The City is not liable for non-work related injuries or illness that occur in an employee's remote workspace, that occur outside of established teleworking schedules, or incurred while performing activities other than work for the City. The City

assumes no liability for injuries to family members, visitors, or others that may become injured within or around the employee's work location.

ARTICLE 32 – Stewards

A. General

1. The City agrees to a total of two (2) Stewards which includes one (1) Steward and one (1) Alternative Steward to handle employee representation and grievances throughout the City. Stewards who are not on a current Union submitted and City-approved list of Stewards shall not be recognized as Stewards by the City and shall have none of the rights or privileges agreed to as a Steward.
2. On July 1 of each year, the Union will provide the City with a written list identifying by name the Steward and Alternative Stewards, and the list shall be kept current during the term of this MOU. If Stewards no longer can continue in their role, then the Union may designate another Steward during the year.
3. The Union will designate as Stewards only employees who have passed their initial City probationary period. The Union will also designate as Stewards only employees currently assigned to classifications in the bargaining unit represented by the Union.
4. Stewards are responsible for an accurate accounting of their City compensated time spent on Steward representational duties as indicated by the time entries submitted for payroll purposes. Stewards agree to use their release time reasonably and expeditiously execute their representational duties.
5. Time spent conducting representational business will not count towards an employee's hours worked with regard to Fair Labor Standards Act Overtime or Memorandum of Understanding Overtime.
6. The City will allow all Stewards, including alternates, a bank of a total of fifty-one (51) hours per fiscal year ("Union Pool Hours") to allow Stewards to attend external union-sponsored activities (including training as set forth in this Article 32 (B).) Should time spent on these activities exceed the Union Pool of Hours, any additional time spent on these activities will be unpaid. Union Pool Hours will not roll over from year to year.
7. Stewards are not required to use Union Pool Hours for time spent on grievances pursuant to Article 35, representing employees pursuant to Article 33, time spent on the Labor Management Committee pursuant to Article 12, or attending formal negotiations meetings pursuant to Article 34. However, employees will not be paid for time spent on these activities that extend beyond their normal work hours. The City agrees that Stewards shall not be

penalized or discriminated against in any way for their participation as Stewards.

B. Training Release Time for Stewards

1. The parties mutually recognize the importance of maintaining sound employer-employee relations on the job, and for employees to have qualified representation on the job. Therefore, the City shall allow each designated Steward and Alternative Steward one (1) workday each year of release time, without loss of compensation for the purpose of attending an AFSCME Steward training provided by the Union. In order to be compensated for this time, Stewards shall use hours from the Union Pool of Hours.
2. The Union shall email the Public Work Director and Stewards' supervisor of the need for release time at least eight (8) working days in advance of the training. For release time to be approved by the Public Work Director and Stewards' supervisor, the Union shall provide the following information in its email: the names of the designated Union-represented employees, the names of their direct supervisors, the date of the training. Approval is subject to operational needs and within the discretion of the Director, or their designee. Only time that is identified as training will be authorized for release time. The City will not authorize release time for travel to and from any annual training.

C. Grievances

1. When an employee has a grievance, the employee has the right to request that a Steward represent them on a grievance in their assigned work area and assist in its preparation and presentation.
2. After notifying and receiving approval from their immediate supervisor, then a Steward shall be allowed reasonable time without loss of pay to review, prepare, and present such grievances. The immediate supervisor will authorize the Steward to leave their work assignment unless compelling circumstances require refusal of such permission. In such cases, the immediate supervisor shall inform the Steward of the reasons for the denial of release time and establish an alternate time within forty-eight (48) hours, except in case of emergency, when the Steward can reasonably expect to be released from their work assignment
3. Stewards will not be required to use Union Pool Hours for time spent on grievances but will not be paid for time spent on these activities that extend beyond their normal work hours.

D. Discipline and Other Employee Representation

1. Stewards will be provided reasonable time to represent employees pursuant to Article 33 – Employee Representation.

2. Stewards will not be required to use Union Pool Hours for time spent on employee representation pursuant to Article 33 but will not be paid for time spent on these activities that extend beyond their normal work hours.

ARTICLE 33- Employee Representation

A. Steward's Role in Employee Representation

1. An employee may request a steward to represent them in the processes set forth under this Article. When representing an employee, a steward shall not unreasonably interfere or impede in any of the processes set forth in this Article.
 2. A steward's time spent under this Article shall not be deducted from the Union Pool of Hours. Time spent on these activities that extend beyond a steward's normal work hours will be unpaid. Time spent on these activities will not count towards an employee's hours worked with regard to Fair Labor Standards Act Overtime or Memorandum of Understanding Overtime.
- B.** Consistent with this Article, the City shall give an employee advanced verbal notice when they have the right to representation and give the employee a reasonable opportunity to secure representation.
- C.** If during any unscheduled discussion during which the employee has a reasonable belief that discipline may result, an employee may request representation. The employee shall be given a reasonable opportunity to secure representation.

1. Pre-Disciplinary Interviews

- a. If the employee has a reasonable belief that disciplinary action may result, they may request representation. This applies to pre-disciplinary, fact-finding, and investigatory interviews.
- b. The steward representing the employee may not be a subject or witness in the same investigation.
- c. The City will provide sufficient information about the accusation(s) to allow meaningful representation prior to a pre-disciplinary interview.
- d. The City has the right to interview non-subject witness employees without employee representation present.
- e. No interview session will be recorded without the express consent of all parties present in the session. If a recording is made pursuant to such consent, the party who makes the recording will provide a copy,

within one (1) working day, to any participant in the session who requests it.

- f. The subject employee shall receive written or electronic notification of the completion of the fact-finding or investigatory interview within sixty (60) calendar days or a notification every sixty (60) calendar days that the investigation is not complete.
- g. After an interview is completed and when the City determines that disciplinary action is warranted, the City shall take all reasonable measures to timely communicate the disciplinary action to the employee. When the employee was represented during the interview, the steward shall also receive notice of the disciplinary action.
- h. If allegations against an employee are not sustained, a notice of closure so stating the allegation was not sustained shall be placed in the employee's personnel file.
- i. Subject employees shall be given reasonable time to consult with their representatives during the pre-disciplinary process. If this time extends beyond the employee's and/or representative's normal work hours, the time will be unpaid.

2. Discussion of Disciplinary Documentation

- a. If requested, employees may have representation during the required discussion of disciplinary documentation (not including counseling or oral reprimands (warnings)) which is to be made a part of the employee's permanent record or which may be used as a basis for subsequent discipline. There is also no representation required during routine conversations in which a supervisor corrects work technique or gives instruction, assignment, direction, or training.
- b. The City shall provide a copy of the disciplinary document to the employee.
- c. Employees shall not be entitled to representation if the City is only presenting disciplinary documentation to the employee and there is no reasonable possibility for further disciplinary action from the meeting.

3. Skelly

- a. Employees may have representation during any *Skelly* meeting that occurs prior to the imposition of a final disciplinary action.

4. Disciplinary Appeal Hearing

- a. Employees may have representation during the appeal of any disciplinary action.

5. Disability and Industrial:

- a. The City will not prohibit employees from being represented during Long-Term Disability and Industrial injury appeals.

6. Drug-Testing:

- a. The employee will be provided an opportunity to notify the Union in the event the employee is required to submit to “reasonable cause” drug or alcohol testing. This opportunity to notify the Union is at the employee’s option and shall not be interpreted as a basis upon which any employee may refuse to submit to the required drug or alcohol testing. The Union may use this notification to prepare for eventual investigations or fact-findings as necessary. In no way shall this notification be interpreted as the right to an immediate appeal of the test.

7. Interactive Process Meetings:

- a. Employees may have representation at any interactive process meeting under the Americans with Disabilities Act or the California Fair Employment and Housing Act to identify whether a reasonable accommodation is needed and, if so, what reasonable accommodation might be offered.

ARTICLE 34 - Formal Representation

- A. When formal meetings are scheduled, for the purpose of meeting and conferring on subjects within the scope of representation, the Union may be represented by a reasonable number of employee members of the unit and the AFSCME President and/or designee. For purposes of meeting and conferring on a successor MOU, two (2) employee representatives plus the AFSCME President and one (1) other AFSCME officer or AFSCME staff member are considered a reasonable number. However, additional representatives may attend upon mutual agreement of the parties.
- B. Employees may attend these meetings during regular work hours without loss of compensation or other benefits and time will not be deducted from the Union Pool of Hours.
- C. Time spent attending meetings that extend beyond an employee’s normal work hours will be unpaid. Time spent attending these meetings will not count towards an employee’s hours worked with regard to Fair Labor Standards Act Overtime or Memorandum of Understanding Overtime.

- D. Nothing in this Article limits or restricts meetings to regular working hours, but employees will not be entitled to compensation for meetings that occur outside of the employee's regular work schedules. Nor will this time be counted for purposes of overtime calculation.

ARTICLE 35 - Grievance

A. Policy

1. Employees have the right to file grievances without jeopardizing their employment with the City.
2. Employees may represent themselves or select a Union representative and/or Steward to represent them at any or all steps in the Grievance Procedure set forth under this Article. For purpose of this Article, the representative(s) of the grievance will be known as the "Representative(s)" while the employee(s) who files the grievance will be referred to as the "Grievant(s)".
 - a. The Grievant has the right to the assistance of a Representative in the investigation, preparation, and presentation of a grievance.
 - b. The Grievant may not select as a Representative a supervisor in the employee's chain of command.
3. Grievances may be initiated by the Grievant, or by a Representative on the Grievant's behalf. If a Grievant chooses to have a Representative (i.e., someone other than the Grievant) on a grievance concerning a matter that directly involves the interpretation or application of the specific terms and provisions of this MOU or wages, hours, and working conditions, the Union must be the Representative.
4. A grievance will normally be presented and processed during the Grievant's regularly scheduled work hours. A Grievant attending a grievance meeting during their regularly scheduled work hours will not lose pay and such time will not be deducted from the Union Pool of Hours. A Grievant's time spent on grievances outside of the Grievant's regularly scheduled work hours shall be unpaid, and the Grievant may not use hours from the Union Pool of Hours. The Grievant's time spent on grievances shall not count towards overtime hours worked.
5. In scheduling the time, place, and duration of any grievance hearing, the Grievant and the City will give due consideration to all the participants' responsibilities in the essential operations of the department. The City has the unequivocal right to schedule grievance hearings as convenient.
6. If selected as the Representative, a Steward shall not use hours from the Union Pool of Hours for time spent on grievances. A Steward's time spent on grievances will not count towards overtime worked. Representatives,

witnesses, or other employee participants will receive pay if ordered to be present by the City at a grievance hearing.

7. Waivers and Time Limits

- a. Any level of review, or any time limits established in the Grievance Procedure, may be waived or extended by mutual agreement confirmed in writing by the parties.
 - b. Failure by the City to respond to the grievance within time limits specified in the Grievance Procedure automatically processes the grievance to the next level. However, the grievance must be advanced to the next step within the time limits specified, even if no response is received.
 - c. Failure to comply with the timelines set forth in this Article and Grievance Procedure or other timeline mutually agreed upon by the parties shall immediately terminate the grievance and all rights provided under the Grievance Procedure. In such an event, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be re-filed, or subject to further appeal or reconsideration.
 - d. By mutual agreement by the Representative and the City, the grievance may revert to a prior step for reconsideration.
 - e. When a Grievant is on approved leave, the time limits established in this procedure shall be suspended for the period of the leave.
 - f. No grievance shall be finally dismissed for an unexcused failure to appear at a scheduled hearing unless the Representative has been given at least twenty-four (24) hours' written notice, including an e-mail notice of the grievance hearing.
8. Within ten (10) working days of a Representative's request, the City shall provide the Representative with copies of materials relevant to the grievance requested by the Representative. The City shall provide notification to the Representative if it requires additional time to provide the materials.
9. The Union agrees to pursue all claims of violations of this MOU through the Grievance Procedure. Resort to other remedies shall not be pursued until all steps of the Grievance Procedure have been exhausted. If the Union reasonably feels that it or an employee has suffered immediate and irreparable harm, the City and the Union agree that the Union shall directly contact the Human Resources Department to seek an immediate resolution prior to pursuing remedies outside the Grievance Procedure. If the Human Resources Department fails to address the issue within a reasonable period of time, the Union may initiate action outside the Grievance Procedure.

Utilization of this procedure shall be deemed to exhaust the Grievance Procedure.

B. Definitions

1. A grievance is a claim or charge of misunderstanding, difference in interpretation, or violation of provisions of the Personnel Manual, this MOU, or management policy or regulations including but not limited to Administrative and Departmental Regulations, which affect wages, hours, or other terms and conditions of employment.
2. Actions which are covered in Article 18 – Management Rights are not grievable, but this shall not preclude employees or the Union from consulting with the City about the practical consequences such actions may have on wages, hours, and other terms and conditions of employment. In addition, actions covered by another appeals process as described in the Personnel Manual (including disciplinary appeals), or this MOU are not grievable and shall not be processed through this Grievance Procedure.
3. Wherever applicable, the term “working days” means the actual workdays of the general City workforce, which is Monday through Thursday.
4. Calculating a twenty-four (24) time period referenced within this Article begins on a Thursday, then will not include the time from Friday through Sunday (i.e.; a notice issued on a Thursday at 2:00 pm will then extend until Monday at 2:00 pm the next work week).

C. General Guidelines

1. If the grievance involves the direct actions of the City Manager, then the Grievance Procedure will begin at Step 4.
2. The City agrees to advise the Representative if there is a limitation of authority to fully resolve the grievance.
3. The City agrees to advise the Representative when a grievance is determined by the City to be not grievable according to the definitions in this Article, Section B. . The grievance shall be returned to the Representative along with an explanation why the matter is not grievable and what alternative procedures, if any, they may follow to process the complaint. If a grievance is determined to be not grievable, that decision may be grieved to the next step. A decision favorable to the Grievant shall serve to reinstate the original grievance in whole at the same step it was determined that the grievance was grievable.
4. When a group of identical grievances develop, only one (1) grievance form shall be submitted. The Greivants may select not more than one (1) spokesperson who thereafter will be their spokesperson Grievant. The

acceptance of the decision by the spokesperson at any step (or final decision) will be binding on all parties.

5. If the grievance is between the employee and any supervisor, the grievance may be submitted to next higher-level supervisor.
6. To be recognized, a grievance must state which policy, rule, regulation, etc., alleged to have been violated and the remedy sought by the Grievant. In the event that the grievance is rejected for failure to state which policy, rule, regulation, etc., has been violated or the remedy sought, it may be amended by the Representative. Unless an amended grievance is filed within the time limits set forth within this Article, in order for an amended grievance to be timely, it must be re-filed within five (5) working days of when the Representative received notice of the rejection.
7. In order to assist the City's evaluation of the grievance, Representatives are encouraged to provide as much information as they can to support their grievance, including but not limited to: A brief factual statement and/or any documentation that specifies how the policy, article, rule, or regulation was allegedly violated.

D. Steps

1. **Step 1:** At Step 1, the Grievant will notify the City in writing who will be the Representative of the grievance and provide the Representative's contact information, including email address. To begin the Grievance Procedure, within thirty (30) calendar days of the incident's occurrence, the grievance must be submitted to the employee's immediate supervisor in writing. The supervisor must provide a response to the Grievant in writing within five (5) working days after submission.
2. **Step 2:** If a grievance is not resolved at Step 1, or a response was not received within five (5) working days after submission at Step 1, the Representative shall submit the grievance in writing to the Department Director within five (5) working days. The Department Director shall promptly meet with the Representative and provide a response to the Representative in writing within ten (10) working days after submission.
3. **Step 3:** If the grievance is not resolved at Step 2, or a response was not received within five (5) working days after submission at Step 2, the Representative shall submit the grievance in writing to the City Manager within five (5) working days. Within five (5) working days of receipt of the grievance by the City Manager, a hearing shall be held before the City Manager or their designee. Within ten (10) ten working days from the hearing, the City Manager or their designee shall give a written decision to the Representative.
4. **Step 4: Final Resolution of Grievance:**

- a. The Union may appeal a grievance decision to an arbitrator under this Step 4 if either:
 - i. The grievance arises out of a disagreement or the interpretation of the MOU and is either not resolved at Step 3 or a decision on such a grievance was not received within the timeline specified under Step 3. The Union must provide written notice to the Human Resources Department of its intent to pursue arbitration under this Step 4 within either ten (10) working days of receipt of decision under Step 3 or, if a decision was not received, twenty (20) working days after the hearing under Step 3; or
 - ii. The grievance involves the direct actions of the City Manager. The Union must provide written notice to the Human Resources Department of its intent to pursue arbitration under this Step 4 within thirty (30) calendar days of the incident's occurrence and must state the contention that the grievance involves the direct actions of the City Manager. The Union shall also provide the name of the Representative and the Representative's contact information, including email address.
- b. The Union shall, within thirty (30) calendar days of notifying the Human Resources Department of its intent to pursue arbitration under this Step 4, begin the process for selecting an arbitrator and scheduling a hearing date. A reasonable extension of the thirty (30) calendar day timeline must be requested in writing by the Union.
- c. All expenses of any arbitration shall be borne equally by the City and the Union. Each party, however, will be responsible for its own cost of representation and related costs of representation.
- d. If the parties cannot mutually agree upon the selection of an arbitrator, they will request a list of five (5) arbitrators from the California State Conciliation Service. Upon receipt of the list of five (5) arbitrators, the parties shall alternately each strike a name from the list until one (1) name remains. Said individual shall be selected as the impartial arbitrator. A coin flip will determine who shall strike first, and the City shall call the coin side.
- e. The arbitrator's decision shall be final and binding on the parties, and any affected employees whose job classification is covered by this Agreement.
- f. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms and conditions of this Agreement.
- g. The arbitrator shall have authority to determine whether a grievance was timely filed and timely advanced through the Grievance Procedure

and whether the grievance is grievable. If the arbitrator determines the grievance is not grievable or is not timely, the grievance will be dismissed, and the matter considered closed.

- h.** At any time prior to the arbitration, the parties may agree to refer the matter to mediation. If the parties agree to mediation, the grievance shall be stayed until the end of the mediation. Selection of the mediator shall be by mutual consent of the parties through the California State Mediation and Conciliation Service. If there are any costs, then they shall be borne equally by the parties. Consent and/or participation in the mediation process shall not negate or limit either party's rights to arbitration, except as otherwise limited by this Agreement. No offer made or considered, or discussions had at mediation shall be allowable as evidence at any later arbitration of the same matter.
- i.** The City will ensure that grievances are properly handled in a timely manner and that any abuses of this Grievance Procedure are expeditiously corrected.

ARTICLE 36 - Hours of Work, Shift Reassignments, and Work Schedules

A. Shift Reassignments and Work Schedules

1. The City has the right to modify existing schedules and/or create new schedules during the term of this MOU. Except in circumstances beyond the control of the City, all employees in the bargaining unit represented by the Union shall receive at least eight (8) working days' notice prior to a permanent or extended shift change (a shift change intended to last longer than eight consecutive (8) calendar weeks), or a permanent schedule change. The City will first use seniority as the principal factor in such assignments. However, other factors may also be considered such as performance problems, disciplinary issues, physical ability, punctuality, attendance, and specialized skills and experience. If a change is ordered out of seniority, the City will discuss and explain its reasons with the employee if requested. Grievances related to seniority issues shall be made directly to the Department Head or their designee.
2. The City agrees that shift and work schedules shall not be changed back and forth on an irregular basis for the sole purpose of avoiding overtime. This does not preclude the City from exercising its right to evaluate its responsibility to allocate resources, staff, and material in an efficient manner which may result in irregular schedules such as split shifts, etc.

B. Hours of Work

1. By no later than February 1, 2025, the City agrees that the standard work schedule for employees in the bargaining unit is four (4) days per workweek and nine (9) hours per day. The City will strive to schedule employees for consecutive workdays, but it is not guaranteed. Assignment of non-consecutive workdays will be done on a voluntary basis and if no employee volunteers, then it shall be assigned by seniority within the classification.
2. All Union employees must participate in the 4-9 schedule, exceptions are at the discretion of the Director of Public Works, or their designee, with the approval of the City Manager.
3. Regular work hours will be from 6:00 am to 3:30 pm, including a thirty (30) minute unpaid meal period.
4. Except for emergency situations, employees may not work more than sixteen (16) hours per twenty-four (24) hour period.
5. An employee who has been on duty for sixteen (16) or more hours within a twenty-four (24) hour period shall be required to take a minimum of ten (10) consecutive hours off for rest and recovery prior to returning to work. If any portion of the required rest period extends into the employee's next scheduled work shift, the City shall pay the employee's regular base pay, hour for hour,

up to a maximum of ten (10) hours for and through the end of the employee's next scheduled work shift. When employees are required to work extended overtime hours during normal sleep/rest periods, but the resulting work during the twenty-four (24) hour period does not exceed the sixteen (16) hour amount, the employee will have the option, with supervisor approval, of taking leave time for the remainder of the work shift and will not be required to return to work for that shift. For the purposes of determining consecutive hours worked, meals and rest periods will be considered hours worked.

6. In emergency situations the City Manager may alter shifts.

C. Overtime

1. Overtime is work performed by a non-exempt employee in excess of the 4-9 schedule.
2. Each bargaining unit employee is eligible for overtime and shall receive overtime pay computed at one and one-half (1-1/2) times their regular rate of pay for all hours authorized by the City and worked by the employee in excess of nine (9) hours a day.
3. Overtime hours shall be paid to the nearest quarter (1/4) hour of time worked.
4. Compensatory time (comp time) shall be an option for employees in lieu of overtime as defined under the Personnel Manual, Section 7.02 – Overtime.

D. Meal and Rest Periods

1. The City shall allow rest and meal periods as set forth in this Article. Employees are responsible for taking their breaks in accordance with this Article.

E. Rest Periods

1. During a regular nine (9) hour workday, employees shall be allowed two (2) paid fifteen (15) minute breaks. For every additional four (4) hours of work, employees shall be allowed an additional fifteen (15) minute paid break.
2. Since the purpose of granting rest periods is to give relief from mental or physical fatigue, and consequently, to improve productivity, the following practices are not allowed:
 - a. Combining two (2) daily rest periods into one thirty (30) minute period;
 - b. "Saving" rest period time to justify extended lunch hours or shortened work days;
 - c. Accumulating rest period time from day to day; or

- d. Applying rest period time to compensatory or other time off, or in the considerations or computations concerned with overtime compensation.
- e. Applying rest period time to compensatory or other time off, or in the considerations or computations concerned with overtime compensation.

F. Meal Periods

1. During a regular nine (9) hour workday, one (1) thirty (30) minute meal unpaid period (including "travel time" if the employee leaves the work area) should start before the end of the fifth (5th) hour of your work day ("travel time" means pedestrian travel or travel in a vehicle). For every additional five (5) hours worked, employees shall be allowed an additional thirty (30) minute unpaid meal break.
2. Employees who work more than ten (10) hours per day are entitled to a second (2nd) unpaid meal period of thirty (30) minutes duration. Employees who work more than fifteen (15) hours per day are entitled to a third unpaid meal period of thirty (30) minutes duration.
3. Meal breaks are allowed to be taken off City property.
4. After notification to the Human Resources Department, employees can be granted by their supervisor a one (1) hour unpaid meal break the strict purpose of attending a Union meeting. When attending such a meeting, the employees' workday shall be 8.5 hours, unless an employee requests to their supervisor, and is approved, to work a full nine-hour shift.
5. If an employee is assigned to a worksite two (2) miles or more from the public works yard and either away from any refrigeration to store their meal or an option for minor warming capabilities to heat their meal, then travel time will not be included in their meal period.

G. Reimbursement of Emergency Meals

1. Reimbursement of Emergency Meals: In the event an employee is required to work in excess of twelve (12) consecutive hours, the City shall reimburse the cost of a meal in an amount not to exceed twenty dollars (\$20), the initial year, then an increase CPI each following year if a meal is not otherwise provided. For purposes of determining consecutive hours worked, meal and rest periods will be considered hours worked. The meal may be purchased on the way home from work, if a meal was not provided during working hours by the City. Reimbursement will only occur if appropriate documentation in the form of a receipt and hours worked noted on the reimbursement request (i.e. petty cash slip) are submitted by the employee to and approved by the supervisor and approved by the Department Director.

H. Vacation, Sick Leave Workday

All references to use of vacation, holiday, or sick leave in the MOU shall be interpreted as one (1) day is equivalent to nine (9) hours for a classified full-time bargaining unit employees.

I. Time Card

Each employee will keep track of their own work time on a timecard. Misuse of leave time, falsifying one's own timecard, or the timecard of another employee may result in discipline up to and including termination.

ARTICLE 37 - Drugs, Smoking, and Vaping

- A.** The City recognizes that it is required to follow California Government Code Section 12954 which prohibits discrimination in hiring, discipline, promotion, or termination, against an employee based on cannabis usage off the job and away from the workplace, except where allowed under federal regulations and laws.
- B. Smoking and Vaping:** While on break, employees may smoke or vape tobacco or nicotine products at least twenty (20) feet away from any City building. Employees shall not smoke or vape in City facilities, on City job sites, within City vehicles, or on City equipment.
- C. Union Contact For a Reasonable Suspicion Drug or Alcohol Test:** If an employee is required to undergo reasonable suspicion drug testing, they will have a reasonable opportunity to notify the Union. This opportunity to notify the Union is at the employee's option, shall not delay the test, and shall not be interpreted as a basis upon which any employee may refuse to submit to the required drug or alcohol testing. In no way shall this notification be interpreted as the right to an immediate appeal of the test.
- D. City Investigation**

- 1.** A supervisor may search City-owned property for the existence of drugs and/or alcohol upon reasonable suspicion (objective and observable facts). Employees have no expectation of privacy in areas jointly controlled by the City and employee. Jointly controlled areas include, but are not limited to, City-owned vehicles and City facilities, including City-owned property, such as desks, lockers, file cabinets, and bookshelves. Searches will be conducted so as to allow any property disturbed or moved to be properly restored as best as possible as originally found.
- 2.** Searches shall be conducted only with the written approval of the City Manager. The City will make a reasonable effort to contact an employee to have them present while searching the property in question.

3. The City may notify the appropriate law enforcement agency if any substance believed to be illegal controlled substances are discovered during the search.

ARTICLE 38 - Callback and Standby Duty

A. Overview

1. This Article provides for the administrative and operational implementation of Callback and Standby Duty (AKA "Duty Phone") to ensure a timely, safe and effective response to Public Works Department ("Department") operations' emergency call outs.
2. Standby duty is an expectation of employment, as specified in this Article. Violations of this Article may result in disciplinary action.
3. Should any of the items contained within a City written policy conflict with the MOU, the MOU shall govern as it pertains to members of the bargaining unit.

B. Designation of Standby Assignments

1. **Designees:** The Department Director, in consultation with the Public Works Operations Manager/Superintendent and Department Supervisors, will determine qualifications for designation of employees authorized to serve in a standby capacity and determine the number of standby positions. Considerations will include current number of designees, functional areas and expertise represented on the current roster, the Department's capacity to deliver necessary training to incorporate additional classifications, and field requirements. Department Supervisors may serve with the approval of the Director or designee.
2. **Participation:** The Department will attempt to fill standby assignments on a voluntary basis. If voluntary participation in Standby assignments fails to meet minimal staffing requirements of a roster of four (4) employees (i.e., one (1) month's coverage), the Department Director or designee will make mandatory assignments on a rotational basis among employees authorized to perform Standby assignments.
3. Employees on approved leaves or who have medical restrictions that prohibit them from performing Standby Duty will be temporarily taken off the Standby List. The Department may request such employees to assist in finding a substitute to perform the Standby Duty.
4. Supervisors, Crew leads, Technician II's, and Technician I's shall all be eligible for Standby Duty.

C. Standby Term of Duty

1. Each employee shall be paid three-hundred dollars (\$315.00) for each seven (7) day Standby period served.
2. Standby Duty will be scheduled for a minimum consecutive seven (7) day tour of Standby Duty.
3. Standby assignments will be rotated so that no employee serves more than two (2) consecutive seven (7) day Standby assignments without approval of the Director of Public Works or designee.
4. Employees must be available to respond to calls during all assigned Standby hours, except as noted in this Article, Section F -Substitution for Standby Duty.
5. Standby Duty begins at the regular work schedule starting time on Wednesday and ends at the regular work schedule starting time the following Wednesday. If there is a holiday during the workweek, Standby Duty may be extended or shortened, as needed.
6. Normal workweek Standby hours are from the end of the regular workday until the beginning of the regular workday the following day.

D. Standby Duty Requirements

1. Employees assigned to Standby must be available to respond to the site of an emergency callback, including distance of employee's home address, and check out of City's vehicle, within a reasonable time as determined by the Director of Public Works.
2. Qualified, regular (completed probation) employees under this Article, Section B (4) are eligible for the Standby list upon approval of the Director of Public Works.
3. An employee, who previously qualified for the Standby list and subsequently moves to a Technician field classification in another Public Works field classification may remain eligible for standby duty upon approval of the Director of Public Works.
4. An employee who leaves a position in a Public Works field classification may not be eligible to participate in the Standby program.

E. Standby Scheduling

1. The Director of Public Works or designee will schedule the Standby Duty Roster on a quarterly (1/4) basis. The Public Works Director or their designee will create, update, and maintain the Roster and Standby Duty Schedule. The Roster and Standby Duty Schedule will be posted and readily accessible at the Public Works Yard.

2. Employees on the Standby Duty Roster are to be rotated progressively up the list weekly from the last position on up to the first (Position 1).
3. The employee in Position 1 will be on Standby Duty for the time specified.
4. If a vacancy occurs during the quarter (1/4), the order of the roster will not be altered. The week(s) open due to the vacancy will be filled on a voluntary basis. If voluntary coverage is not secured, mandatory assignments may be made, as set forth in this Article, Section B..
5. Approved employees who are temporarily unavailable (e.g., due to temporary light duty restrictions or approved leaves) may request that their position on the Standby list be held until they return to full duty. If approved, temporary vacancies of this type will be filled on a voluntary basis. If voluntary coverage is not secured, mandatory assignments may be made, as set forth in this Article, Section B.
6. Any new employees authorized as part of quarterly (1/4) scheduling will be added to the Standby Duty Roster in the last position available after the next full rotation. The Standby Duty Roster order may be changed with notice to the impacted employees.

F. Substitutions for Standby Duty

1. An employee who is on regularly assigned Standby Duty but secures a substitute for any portion of a duty day, forfeits their daily compensation to the employee who agrees to cover the duty day on behalf of the regularly assigned employee.
2. Although substitutions are permitted in one (1) day increments, substitutions of less than one (1) week increments are discouraged.
3. Notification of substitutions must be made to the Director of Public Works or designee overseeing the Standby Program within a reasonable time before the tour of Standby Duty is served. Substitutes must be on the current duty roster.
4. Employees assigned Standby Duty and not off work due to an excused purpose, are responsible for obtaining a qualified substitute in the event they are unable to fulfill their assigned duty. If unable to obtain a substitute, the original Standby Duty assignee must serve the assigned duty.
5. If possible, employees unavailable for assigned Standby Duty due to an unforeseeable, excusable reason, such as sickness, or catastrophic event, will notify the Director of Public Works or designee and will attempt to find a qualified substitute.

G. Standby Duty Equipment

1. **Phone** - Employees designated to be on Standby Duty will be provided a city-issued mobile telephone "Phone" and charger for only the purpose of Standby Duty. The Phone may only be used for work-related purposes. Employees will not be expected to use their personal phone(s) for Standby Duty. If the employee is aware of the Phone not having proper reception during Standby Duty then they shall work with the Public Works Director or their designee overseeing the Standby Duty on an alternative form of communications.
2. **Tools** – Employees will be provided City-issued tools ("Tools") for any required work, which they can keep in the City-issued vehicle during the Standby Duty.
3. **Vehicle** – Employees on Standby Duty will be provided with a City-issued service truck "Vehicle" to be used only for Standby work-related driving. At the completion of their Standby call, the employee will return the vehicle to the City's yard. No individual, other than a city employee on city-paid time may be transported in the Vehicle.
4. Employees on Standby Duty are required to reasonably maintain the Vehicle and Tools equipment in good condition, ensuring cleanliness, functionality and proper inventory levels so that the Vehicle is prepared for operations the following workday.

H. Procedural Requirements

1. While on Standby Duty, employees will carry the Standby Duty phone with them at all times and are required to answer or call back immediately when contacted.
2. Employees performing Standby Duty must be fit for duty during the term of the standby assignment. An employee cannot engage in any activity that would impair their judgment or reasonably prohibit their response time.
3. Employees on Standby Duty are expected to have emergency response as their primary focus during their assigned weeks, avoiding activities that raise questions about use of City resources and/or response times.
4. Employees on Standby Duty will respond to all call backs in an appropriate City uniform and equipped with proper safety equipment.
5. When necessary, specialized personnel who are qualified to perform a specific task may be called back to work before the employee on Standby Duty (e.g. wastewater personnel for a sewer spill, etc.).
6. Employees on Standby Duty who fail to answer or return calls for additional support may be removed from the roster.

7. Employees on Standby Duty who fail to fulfill any of the requirements set forth in this Article may be removed from the Standby Duty Roster and may be subject to disciplinary action.
- I. **Callback Duty** – Callback Duty occurs when an employee, who has been released from their regular scheduled workday, leaves the work premises whether from their regular workday shift schedule assignment for more than fifteen (15) minutes and is required to return to work.
 1. An employee on Callback Duty shall be compensated at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate. The total time of Callback Duty pay, including travel time, shall not be less than three (3) hours. Callback pay for work performed on an MOU holiday will be paid at either one and a half times (1-1/2) the employee's regular hourly rate or at the holiday rate of pay pursuant to MOU Article 52 - Holiday, whichever is greater. Employees who perform Callback Duty on an MOU-designated holiday, as set forth in Article 52 - Holiday, will not earn additional holiday pay for any paid time under Article 38, Section I.
 2. If an employee works on Callback Duty and is scheduled with less than two (2) hours before their next regularly scheduled shift, then they shall be compensated at the appropriate Callback rate from the time they received the call until the start of their regularly scheduled shift. If less than two (2) hours prior to the start of an employee's regular work shift, then management will make a reasonable assessment if work can be delayed until an employee's regular work shift or requires Callback Duty.
 3. Those employees who are on Standby Duty pursuant to this Article will receive Callback Duty pay for returning to work pursuant to this Article.
 4. Except as specified below, each Callback Duty assignment will be a separate assignment and will not be combined with another Callback Duty assignment or the employee's regular work schedule. In the circumstances below, the Callback Duty assignments shall be combined for the purpose of calculating the employee's total work hours.
 - a. There is less than three (3) hours from the beginning of a Callback Duty assignment and the beginning of another Callback Duty assignment; or
 - b. The Callback duty assignment falls under this Article, Section I (2).

ARTICLE 39 - Conflict of Interest

- A. Employees shall not have a financial, except if within a blind trust, or other personal interest, direct or indirect, which is incompatible with the proper discharge of their

official duties or would tend to impair their independence, judgment, or action in the performance of such duties. Conflicts with outside employment are covered under Article 30 – Outside Employment.

- B.** Employees shall not accept money, gifts, gratuities, favors, or other considerations for work that they would be required or expected to perform in the regular course of their work duties except under the following conditions:
 - 1. If an unsolicited consumable gift is offered to an entire Department during a holiday season, or a City-sponsored special event.
 - 2. If an unsolicited consumable gift is offered to an individual that is of nominal value of \$50 or less.
- C.** Employees shall notify their immediate supervisor of any potential conflict of interest as soon as reasonably possible and seek guidance from the Human Resources Department.

ARTICLE 40 - Political Activity

- A.** Employees may engage in political activities, including but not limited to canvassing, displaying political materials, engagement in forums, participating in fundraising, phone banking, making public comments, social media postings, voter engagement, voter registration, and all other actions and activities allowed under federal, state, and local laws during their personal time.
- B.** Employees may not engage in political activities on City premises or while in uniform. For purposes of this Article, City premises does not include use of a public park when the sponsors have obtained the appropriate permits, public facilities (such as a library, or other meeting hall) that are routinely available for private functions, or on public property made available to the general public for political purposes (such as sidewalks and public plazas).
- C.** Employees may seek appointment or election to any public office or political position as long as the employee does not give an impression the employee represents or speaks on behalf of the City, and it does not negatively impact their work performance and work schedule.
- D.** Employees should refer to Article 39, regarding Conflicts of Interest.
- E.** As allowed under the law, employees will be given two (2) hours of paid work time to vote in their Primary, General, or Special election. Time off for voting shall be at the beginning or end of an employee's regular work shift, whichever allows the most free time for voting and the least time off from an employee's regular working shift, unless the employee makes another arrangement with their supervisor.

ARTICLE 41 - Non-Discrimination

The City and the Union agree not to discriminate against any employee or applicant for employment because of Union membership or activity, race, religious creed, religious observance, ethnicity, color, gender, sex, sexual orientation, gender identity, gender expression, genetic information or predisposition, military service, military and veteran status, pregnancy, childbirth and related medical conditions, marital and family status, national origin, ancestry, age, medical conditions as defined by state or federal law, or disability, or any other basis prohibited by law.

ARTICLE 42 - Wages

A. Employee Equity Compensation Plan

1. The City has implemented the Employee Equity Compensation Plan, which has the following stated goal: "The City of Lemon Grove endeavors to have an equity compensation plan for its employees. It is the goal to set salary bands within five (5) percent of the market median, when possible." The City will conduct an equity analysis pursuant to the Employee Equity Compensation Plan in September of each year of this MOU and will use the following methodology in implementing the Employee Equity Compensation Plan: As part of the aforementioned Employee Equity Compensation, the City shall conduct a Class and Compensation Survey "Survey" for all employees covered by this agreement. The City will use a committee of two (2) City Administration personnel selected by the City and two (2) people appointed by the members of the bargaining unit, who shall be selected by AFSCME Local 127, as the Class and Compensation Committee "Committee".
2. The Committee will use the cities of El Cajon, Imperial Beach, Santee, and La Mesa as survey agencies. The survey shall use the following data points: top step base wage. Survey shall include data through September 1 of the year in which the survey is conducted.
3. In the event any or all classifications are more than five (5) percent above the market median, no adjustment shall be made. In no circumstances shall the survey result in a reduction in compensation. Pursuant to the Employee Equity Compensation Plan, the City shall have the discretion to make equity adjustments and such equity adjustments, if any, shall be made effective January 1 following the September in which the survey commenced.
4. This Section A shall automatically become null and void with the expiration of the memorandum of understanding, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

B. General Wage Adjustments Increase

1. Employees received a three percent (3%) increase effective the first pay period of July 2024.
2. Effective July 1, 2025, there will be a general wage increase of three (3) percent (3%) for all employees covered by this MOU.
3. Effective July 1, 2026, there will be a general wage increase of three (3) percent (3%) for all employees covered by this MOU.

C. Salary Steps

1. Salary steps (A) through (K), will have a five percent (5%) salary differential. The step salary differential between steps will be increased by five percent (5%) from step (A) to step (B), and then increased to each of the next step up to step (K). Since there is already a 2.5% differential between Steps (G) through (H), this will have the effect of increasing those steps by an additional 2.5% each. Employees eligible for these step increases will earn the increase on their next anniversary date following July 1, 2025. Employees will be eligible for step increases every year and step increases will be granted only for demonstrated meritorious service, which means obtaining a satisfactory or higher rating on an employee's annual performance evaluation, with recommendation of the Department Director and approval of the City Manager.

ARTICLE 43 - Premium Pay

A. Conditions Applicable to All Certification Pay

1. Prior to seeking a certification pursuant to this Article, an employee must obtain written pre-approval from the Director of Public Works, or their designee. Subject to the conditions below, the City will pay for the costs associated with a certification program.
2. In order to continue to receive certification pay, employees must be re-certified and/or maintain all continuing education, as required by the certification program.
3. Employees may be requested by the City to provide proof of certification at any time.

B. Certifications Required as a Condition of Employment

1. **Chemical Application Certification Pay:** Upon recommendation of the Department Director, Employees that are periodically required to perform chemical application duties and who possess a Qualified Applicator License, shall be designated as Certified Chemical Applicators. Upon recommendation of the Department Director, employees who supervise chemical application duties and who possess a Pest Control Advisor License shall be designated

as a Certified Advisor for the City. Employees that are designated and certified as a Certified Chemical Applicator or a Certified Chemical Advisor will receive fifty dollars (\$50.00) per month. This pay is not cumulative and is limited to fifty dollars (\$50.00) per month whether the Employee is certified as a Qualified Applicator, a Certified Advisor or both. The City may require Employees to obtain these certifications set forth under this Section B (1) as a condition of initial employment or promotion.

2. Optional Certifications. Optional certifications are those which are not required as a minimum qualification of employment and which employees may obtain on a voluntary basis for additional pay. Employees seeking these certifications will have the cost of the certification paid for by the City to obtain the initial certification. Employees who do not remain employed with the City for at least nine (9) months after obtaining the certification will be required to pay back the costs expended by the City for the employee to obtain the certification, except the employee will not have to reimburse the City if the City terminates the employee's employment during said time period. Employees will be required to sign an agreement in a form satisfactory to the City to this effect. Employees are not expected to perform work that requires a specific certification unless they possess the certification.

a. HVAC Certification Pay: Upon recommendation of the Department Director, employee(s) in the classifications of Facilities Technician and/or Facilities Supervisor may be assigned to perform HVAC-related duties by the Department Director. Employees so assigned and who possess the Universal Refrigerant Transition and Recovery Certification will receive fifty dollars (\$50.00) per month.

b. Certified Playground Safety Inspector (CPSI) Certification Pay: Upon recommendation of the Department Director, employees in the classifications of Facilities Technician II and Facilities Supervisor who possess a Certified Playground Safety Inspector shall receive fifty dollars (\$50.00) per month.

c. Class A Commercial Driver's License (CDL): Upon recommendation of the Department Director, employees in the classifications of Facilities, Streets, and Sanitation who are assigned to drive vehicles requiring a Class A CDL and possess the Class A CDL shall receive fifty dollars (\$50.00) per month.

d. HazMat Endorsement: Upon recommendation of the Department Director, employees who are assigned to drive requiring a CDL with hazard materials must possess a HazMat Endorsement shall receive no additional compensation.

e. "N" Endorsement: Upon recommendation of the Department Director, employees who are assigned to drive requiring a CDL with a tanker

that hauls resources in the form of liquid and gasses must possess a "N" Endorsement shall receive no additional compensation.

- f. **NASSCO Pipeline Assessment Certification Program:** Upon recommendation of the Department Director, employees who are assigned to coding of underground infrastructure and possess a NASSCO Pipeline Assessment Certification Program shall receive no additional compensation.
- g. **CAL/OSHA Confined Space Entry Certification:** Upon recommendation of the Department Director, employees who are assigned to work in confined spaces requiring a CAL/OSHA Confined Space Entry Certification shall receive no additional compensation.
- h. **Traffic Control Certification:** Upon recommendation of the Department Director, employees who are assigned to control traffic during street repair and possess a Traffic Control Certification shall receive no additional compensation.
- i. **Sanitation – Wastewater Certification:** Upon recommendation of the Department Director, Employees in the classifications of wastewater utility workers will receive the following certification pay:
 - i. Twenty-five dollars (\$25.00) per month for possession of a CWEA Collections Systems Maintenance Certification Grade 1;
 - ii. Fifty dollars (\$50.00) per month for possession of a CWEA Collections Systems Maintenance Certification Grade 2;
 - iii. Seventy-five dollars (\$75.00) per month for possession of a CWEA Collections Systems Maintenance Certification Grade 3;
 - iv. \$100.00 per month for possession of a CWEA Collections Systems Maintenance Certification Grade 4.

C. Bilingual Pay. The City agrees to provide employees an additional compensation "Bilingual Pay" in the amount of \$650.00 per year in exchange for the use of the employee's on the job bilingual skills to be used for customer and/or public service purposes. Bilingual Pay shall compensate those employees identified by the City based on their bilingual proficiency and use of their bilingual skills. Bilingual pay will be calculated into the employee's base pay on the first pay period they are qualified with the passage of a verbal and written proficiency test as deemed appropriate by the City Manager or their designee.

D. Shift Differential: The City will not alter an employee schedule for a period of more than eight calendar weeks without a meet and confer on a shift differential with the Union, except in an emergency situation.

ARTICLE 44 - Out of Class Assignments

- A. Personnel Manual.** Unless otherwise provided within this Article, the City and employees shall follow the Personnel Manual, Section 6.13 – Out of Class Assignment.
- B. Voluntary Assignment.** Out of Class Assignments (“OOO”) are voluntarily and an employee’s request to the Director of Public Works to not be in an OOO will be honored as soon as reasonably possible.
- C. Evaluation.** An employee’s work performed while in an OOO during the time period being addressed in a Performance Evaluation may be referenced within the Performance Evaluation. However, the Performance Evaluation should recognize the OOO was temporary and the work performed may not be used to lower their performance evaluation for the work they performed in their permanent position.

ARTICLE 45 - Driver’s License and Vehicle Insurance

- A.** This Article shall supersede Personnel Manual, Section 3.02 - Driver License and Vehicle Insurance.
- B.** Employees who are required to operate a motor vehicle while in the course and scope of their duties for the City must maintain a valid California driver’s license of the proper class for the vehicle being operated.
 - 1.** This Article applies only to any employee required to operate a motor vehicle in the course and scope of their duties for the City.
 - 2. Insurance Coverage of a Private Vehicle:** The City will provide insurance coverage at a level for the employee at least to minimum insurance coverage under California law if an employee is required to drive a private vehicle for City business. The City will provide upon request of the employee proof of insurance coverage.
 - 3. Driving Requirements**
 - a.** Only an employee with a valid California driver’s license will be authorized to operate a City vehicle and/or drive a private vehicle on City business.
 - b.** No applicant for a position that requires the operation of a motor vehicle on City business will be hired without a valid California driver license.
 - c.** Every employee whose job classification requires operation of a motor vehicle for the City must carry and maintain a valid California driver

license. Failure of the employee to maintain a valid license may be grounds for discipline, up to and including termination. The parties recognize that, as a condition of continued employment, an employee may be required to obtain and maintain a Commercial driver's license during the course of their employment, as specified in the job classification.

- d. Employees shall not operate a City-owned and/or private vehicle unless they are fully in control of the vehicle. No employee shall operate any vehicle while on City business while under the influence of alcohol and/or drugs. An employee arrested and convicted for driving a vehicle on City business while under the influence of alcohol and/or drugs will be subject to disciplinary action, up to and including termination.
- e. Employees who operate a City vehicle and/or private vehicle must be aware of and comply with the following procedures:
 - i. Report immediately all on-the-job vehicle accidents. Record the accident on the City's Accident Report Card or as outlined in the City's Injury and Illness Prevention Program.
 - ii. Inform their Supervisor before the end of the next working day if their driver's license is lost, stolen, expired, suspended, or revoked.

C. Pull Notice Program

1. The City is enrolled in the State of California, Department of Motor Vehicles Pull Notice Program "Pull Notice", as allowed by California Vehicle Code § 1808.1. This program allows the City to obtain information automatically about an employee as actions appear on their driving record. This information is considered public information under the California Vehicle Code and an employer is legally allowed to obtain this information from the Department of Motor Vehicles. Any employee who is not required or expected to drive for their employment will not be enrolled in this program.
2. The City will receive a semi-annual driving history report for each employee enrolled in the program and each time an employee's driving record is posted with a conviction, accident, or other Department of Motor Vehicles departmental action. A Pull Notice will be received by the Human Resources Department and will be maintained confidentially and will only be reviewed by an employee in Human Resources, the Department Director, the City Manager, by authorized persons in the course of an investigation, or the employee's immediate supervisor as part of an employee performance evaluation.

3. Employees can request a copy of a Pull Notice from the Human Resources Department.
4. The employee will have the right to discuss their Pull Notice with the Department Director and their Supervisor if they are at risk of losing their City driving privileges.
5. Driving privileges that are suspended or revoked will result in the inability to use personal or City vehicles on City business and may result in discipline up to and including termination if such employee's job requires driving a vehicle. Any employee found driving on City business while their license is suspended or revoked will be subject to appropriate disciplinary action, up to and including termination. During the course of this MOU, the City may decide to use a third party to manage DMV Pull Notices. Prior to engaging the third party, the City agrees to meet and confer with the Union on matters within the scope of representation.

ARTICLE 46 - Mileage and Parking Fee Reimbursement

- A. Employees shall be reimbursed for mileage and parking fees under the Personnel Manual, Section 3.03 – Mileage and Parking Fee Reimbursement.

ARTICLE 47 - Tools

- A. **Basic Policy-Initial Outfitting.** The City agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
- B. **Tool Replacement Policy-Outfitting By the City.**
 1. For those job classifications for which the City provides outfitting of tools, the City will replace in kind tools worn out, damaged, or broken through no fault of the employee.
 2. Employees losing tools or causing damage to tools through negligence or willful conduct will be required to replace the tools at the employee's expense.
 3. City-furnished tools shall not be used for private purposes or private gain.

ARTICLE 48 - Work Clothing

A. Office Employees

1. An office employee often has contact with the public and, therefore, represents the City in their appearance as well as by their actions. A properly attired employee helps to create a positive and professional image for the

City. The manner in which employees dress and are groomed impact the public's perception of the City. Appropriate personal appearance in the workplace can encompass considerable diversity in self-expression. Accordingly, the personal appearance of an office employee is to be governed by the following standards, which may be changed by the City Manager from time to time to meet the needs of the City:

- a. An employee is expected to dress in a manner that is normally accepted in business establishments. They are expected to utilize good judgment in determining their dress and appearance. Clothing and appearance should be neat, clean, and in good business taste, and should not constitute a safety hazard.
- b. An employee shall present a businesslike appearance and refrain from wearing sexually suggestive attire, sweatshirt clothing , shorts, t-shirts, casual sandals, tennis shoes, and similar items of casual attire.
- c. Men must wear dress shirts (long or short sleeves), "polo" or knit shirts, including to official public meetings.
- d. On Thursdays, the dress code will be relaxed to allow the wearing of denim (jeans) and business casual attire.
- e. The City Manager may allow alternate attire, dependent on weather and environmental conditions (such as heat or cold).

B. Uniform Employees

1. Certain positions within City service requires that a City uniform be worn. The uniform identifies the individual as a City employee. Uniforms should always be neat, clean and without holes or tears. Uniforms furnished by the City may be worn to and from work, but they are not a substitute for personal attire when not performing City business. If the City has not provided a new uniform to the employee when notified of the uniform requiring replacement, then the employee will not be held responsible for the condition of their uniform. If the employee in the course of their daily work is dirty or rips or tears, then they will not be held responsible for the condition of their uniform. The City will provide uniforms that are required by the City in accordance with the following:
 - a. **Uniforms:** The City will provide full-time employees with a minimum of ten (10) sets of uniforms. City-provided uniforms shall mean any combination of pants and uniformed shirts totaling a minimum of ten (10) sets. One (1) set of City-provided uniforms shall mean one (1) pair of pants and one (1) uniformed shirt. Five (5) additional tee shirts, one (1) pair of shorts and one (1) rain gear shall be provided. Uniforms provided will appropriately be fitted. The City will replace uniforms and

tee shirts on a one-for-one basis as needed and determined by their immediate supervisor.

- b. **Safety Shoes.** Safety shoes shall be worn by employees as required by the City. Employees will be provided a voucher for safety shoes and/or inserts, laces, toe-protectors or resoling of safety shoes up to \$250 each fiscal year, on an as-needed basis for regular wear and tear. Employees may purchase more than one pair of safety shoes each fiscal year, as needed, within the annual \$250 maximum. The employee must submit original receipts as proof of purchase. If during the course of work, an employee's safety shoes are destroyed due to unforeseen or accidental circumstances while working and the employee has used their maximum allowance, a supervisor may authorize one replacement pair of safety shoes up to \$125 per fiscal year.
- c. **Jacket.** Employees will be provided one (1) jacket per fiscal year on an as-needed basis as determined by their immediate supervisor.
- d. **Hats.** Employees will be provided two (2) hats and two (2) beanies per fiscal year on an as-needed basis as determined by their immediate supervisor.
- e. All other safety clothing required in the performance of duties shall be furnished by the City.
- f. **Appeals Process.** If an employee requests a replacement for City-issued uniforms, but is denied the request by their immediate supervisor, then the employee can appeal the decision to the Public Works Director whose decision shall be final.

- 2. If an employee reports to work improperly dressed, the supervisor may instruct the employee to return home, change clothing, or take other appropriate corrective action. The employee will not be compensated during such time away from work, and repeated violations of the work clothing dress can be cause for disciplinary action. If the employee is wearing a City-issued uniform and has previously notified the City of the need for a replacement of the item of issue, then there will be no action taken.

- C. Any change to the dress and grooming standards for employee classifications covered by this MOU will require a meet and confer with the Union.

ARTICLE 49 - Cell Phones

- A. The City provides City-issued cell phones to all employees in the bargaining unit. Employees are not expected to use their personal cell phones for their work-related duties and will not be reimbursed for the costs of such use. Employees are advised that they have no reasonable expectation of privacy in the use of City-issued cell

phones. Employees are also advised that records on either a City-issued or personal cell phone related to City business will have to be produced pursuant to the California Public Records Act.

ARTICLE 50 - Tuition Reimbursement

A. Tuition Reimbursement

1. The City shall provide \$1,000.00 for educational reimbursement for each employee according to the following schedule and requirements.
2. Courses or classes related to the employee's job responsibilities shall be eligible for reimbursement under this policy. Costs covered by this Article include but are not limited to the following: tuition or registration fees, books, required and/or recommended items/supplies, not available from the City. In order to be reimbursed for the costs covered by this Article, an employee must obtain written pre-approval from the Public Works Director or their designee. Approval shall not be unreasonably denied. Response to request for approval shall be made in a timely fashion. Reimbursement for attendance in these courses or classes must be pre-approved by the Public Works Director or their designee. Any dispute may be handled through the grievance process.
3. Employees will be given an opportunity to access their individual \$1,000.00 educational reimbursement allowance per this Article, Section A (1). Funds not used by individual employees by June 30 during that same Fiscal Year will be put into a separate pool of money ("Pool") designated for Employees who exceeded their annual education reimbursement allowance of \$1,000.00 during that same Fiscal Year. Example: unused educational reimbursement funds budgeted for the Fiscal Year July 1, 2024, to June 30, 2025, could be used for Employees who exceeded their educational allowance for the same Fiscal Year, that is, July 1, 2024, to June 30, 2025, and so on and so forth for subsequent years.
4. Determination of eligibility, expenses covered, and the reimbursement process will be in accordance with Article.

B. Distribution of Pool:

1. If available monies in the Pool are enough to cover all excess expenses of Employees, then the Pool will be distributed to cover each Employee's respective educational expenses beyond their normal \$1,000.00 annual allowance. Example: At the end of the Fiscal Year, there is \$1,000 available in the pool. Employee (A) spent \$1,400 and Employee (B) spent \$1,600 during the same fiscal year. Therefore, Employee (A) would be able to access \$400 and Employee (B) would access \$600 of the Pool to cover their respective educational expenses that are beyond their normal annual allowance.

2. If available monies in the Pool are not enough to cover all excess educational expenses of Employees, then the distribution of the Pool will be proportionate to each individual employee's respective expenses in relation to total extra expenses accrued by all Employees. Example: There is \$1,000 in the Pool. Four (4) employees exceeded their normal education reimbursement allowance as outlined below:

- Employee A - \$100
- Employee B - \$200
- Employee C - \$500
- Employee D - \$600

The total extra expenses are \$1,400, whereas the Pool only has \$1,000 in it. The formula to calculate the distribution is as follows:

(Individual employee expense/total Employee expenses) x (Money available in Pool)

- Employee A - $(100/1400) \times (1000) = \71.43
- Employee B - $(200/1400) \times (1000) = \142.85
- Employee C - $(500/1400) \times (1000) = \357.14
- Employee D - $(600/1400) \times (1000) = \428.57

C. Deadlines

1. Reimbursement forms and associated paperwork are to be submitted to Human Resources Department by July 15th, or as soon as proof of course completion is made available to the employee. Each employee seeking to access the Pool will make every effort to advise the Human Resources Department of their personal extra expenses as soon as possible so as to facilitate the calculation of the distribution of the Pool.
2. Reimbursement using the Pool will be done no later than the second paycheck after July 15th or after all Employees' reimbursement paperwork is submitted, whichever comes first.

ARTICLE 51 – Vacation

<u>Years</u>	<u>Earned Hours</u>
Until Year 5	2.94 hours per pay period
Year 5 until Year 14	4.41 hours per pay period
Year 15 or More	5.88 hours per pay period

- A. Employees begin earning a higher rate during the pay period in which their hire date falls. For example purposes only, five (5) years and one day = 4.41 hours per pay period rate.

- B. All annual leave is to be charged on an hour-for-hour basis to the nearest half hour (1/2). No employee covered under this MOU will be allowed to accumulate vacation hours that exceed a cap of three-hundred and twenty (320) hours if they work a regularly scheduled thirty-six (36) hours per week. When the employee reaches the maximum accrual, they shall cease earning vacation until the balance falls below the maximum accrual.
- C. With the approval of the City Manager, if a non-probationary employee is denied vacation during a fiscal year, they may convert up to fifty percent (50%) of their annual allocation of vacation to cash at their current hourly rate, so long as they have sufficient vacation hours accrued at the time of the request.

ARTICLE 52 – Holiday

- A. Holidays recognized by the City are as follows:

- 1. New Year's Day (January 1)
- 2. Dr. Martin Luther King Jr. Day (Third Monday in January)
- 3. President's Day (Third Monday in February)
- 4. Cesar Chavez Day (March 31)
- 5. Memorial Day (Last Monday in May)
- 6. Juneteenth (June 19)
- 7. Independent Day (July 4)
- 8. Labor Day (First Monday in September)
- 9. Veterans' Day (November 11)
- 10. Thanksgiving Day (Fourth Thursday in November)
- 11. Christmas Eve (December 24)
- 12. Christmas Day (December 25)
- 13. New Year's Eve (December 31)
- 14. Floating Holiday (Credited July 1)

- B. A holiday listed in this Article, Section A starts at 12:00:00 am to 11:59:59 pm of the day.

C. Employees will be provided with a paid day off based on one (1) hour for one (1) hour pay for their entire normally scheduled shift on holidays listed in this Article, Section A, which falls on their normal workday.

D. Holidays Falling on Regular Days Off:

1. When a holiday falls on an employee's regular day off, it will be observed on the employee's next regularly scheduled workday.

E. Employees Required to Work on a Holiday

1. Employees required to work on a holiday (other than Thanksgiving or Christmas) shall earn one and one-half times (1.5x) the employee's base rate of pay for actual hours worked.
2. Employees required to work on Christmas Day (December 25) or Thanksgiving Day (Fourth Thursday in November), shall earn two times (2x) the employee's base rate of pay for actual hours worked.

F. Floating Holiday

1. An employee will earn each fiscal year eighteen (18) hours of Floating Holiday, as listed in this Article, Section A (14), which is equal to two (2) normal workday shifts.
2. All floating holiday hours cannot be cashed out, must be used during the fiscal year in which they were earned, and can only be used as paid time off.

G. Holiday Closure:

1. All covered employees recognize that the City may close City Hall and the Public Works Yard for the workdays between the observed Christmas Eve holiday and the observed New Years' Day holiday (typically four (4) workdays) (Holiday Closure). The Holiday Closure will be voted on by the City Council on a yearly basis and is within City Council's sole discretion.
2. If City Council designates a Holiday Closure that Fiscal Year, then the City will compensate employees based on their regularly scheduled hours for the days during the Holiday Closure that fall on the employee's regularly scheduled workday. Employees will not be required to use their own vacation, holidays under this Article, Section A, sick time or compensatory time to cover any time during Holiday Closure.
3. At the Department Director's discretion, employees may be required to work some or all days during the Holiday Closure based on the operational needs of the City or may be called back to work for Call-Back Duty (Article 38 of this MOU.) Other than Christmas Day, employees required to work during the

Holiday Closure shall earn overtime at one and half times (1.5x) their base rate of pay for the actual hours worked during the Holiday Closure. If an employee is required to work on Christmas Day, compensation shall be two (2x) times the base rate of pay for actual hours worked.

- H. An employee on vacation shall not be charged vacation time for an observed holiday listed in this Article, Section A when it falls during their pre-approved vacation period. If the City grants additional paid time off during an employee's pre-approved vacation period, then the employee will not be charged vacation time for the additional paid time off that falls during the pre-approved vacation period.

ARTICLE 53 - Time Off for Blood Donation

An employee shall receive paid release time, not to exceed two (2) hours, when they donate blood annually or in response to an emergency request from the San Diego Blood Bank. The City shall release the employee for the actual time the employee spends in any travel to and from the blood donation site, as well as for the time spent at the site. Paid release time cannot exceed two hours. The employee must submit their "blood receipt" to their supervisor as verification of the donation. This Article also applies to bone marrow testing.

ARTICLE 54 - Parental Leave

A. Pregnancy Disability Leave

1. An employee is entitled to take up to four (4) months of leave for a certified disability caused by pregnancy, childbirth, or a related medical condition that includes leave for morning sickness and prenatal care. Pregnancy disability leave ("PDL") is unpaid and available to all employees regardless of length of employment.
2. An employee is disabled by pregnancy (and therefore qualifies for PDL) if, in the opinion of their healthcare provider, they are unable because of pregnancy to perform one (1) or more of the essential functions of their job or to perform these functions without undue risk to themselves, the successful completion of their pregnancy, or to other persons in the workplace.
3. Generally, PDL runs concurrently with the leave taken pursuant to the Family and Medical Leave Act ("FMLA"), but is in addition to leave taken pursuant to California Family Rights Act ("CFRA"). Employees should consult with the Human Resources Department for additional information.
4. Per the California Fair Employment and Housing Act (the "FEHA"), if possible, the employee will provide the City with at least thirty (30) days' advance notice of the date for which PDL is sought and the estimated duration of the leave. If thirty (30) days advance notice is not possible due to a change in circumstances or a medical emergency, notice must be given as soon as practicable.

5. A pregnant employee who wishes to continue working, but has work limitations resulting from the pregnancy, shall provide the City with a statement from their healthcare provider indicating all work limitations or restrictions. An employee may request a transfer to a less strenuous position or placed on an intermittent leave or reduced work schedule. The City will make a reasonable effort to provide the employee with work that meets the limitations but, if no such work is available for which the employee is eligible, then the employee will be eligible to begin their PDL.
6. As a condition of granting PDL or other accommodation pursuant to this Article, the City shall require certification of the disability from a healthcare provider. While in paid status, all benefits will continue as if the employee were working. If an employees goes on unpaid status, all employee benefits will cease, with the exception of medical and/or dental insurance, if the employee makes appropriate payment arrangements with the Finance Department.
7. An employee on unpaid status shall not accrue any additional paid leave time. Thus, employees will not accrue vacation leave or sick leave, or other accrued paid leave nor will they be paid for holidays during the unpaid leave.
8. If the employee's PDL runs concurrently with FMLA or CFRA, then the City shall pay the employer health benefits share pursuant to Article 64.
9. Upon expiration of PDL, the employee shall be reinstated to their former position or transferred to a comparable position, except under special circumstances provided by the law. Failure to return to work after the authorized four (4) month leave period causes the employee to have no reinstatement rights (unless the employee is on another approved leave that provides for reinstatement).
10. Before returning to work, the employee must provide their health care provider's statement of their fitness for duty.
11. It is illegal for the City to terminate an employee because the employee is pregnant or taking PDL. The City is required by law to reinstate an employee returning from PDL to the same position the employee had before taking their leave. An employee can request from Human Resources a written guarantee of this right under the law. In some cases the employee may be reinstated to a position that is comparable (i.e.; similar tasks, skills, benefits, and pay) to the job they had before taking PDL. If there is no reinstatement agreement date completed, then an employer has two (2) business days to reinstate under the law once given written notice by the employee of their intent to return to work. If two (2) business days is not reasonable, then it must be made as soon as possible to expedite the employee's return to work.

B. Paid Parental Leave

1. The parties recognize that the City does not opt into California State Disability Insurance. The City will provide employees with the following paid leave:
 - a. A total of ten (10) weeks of continuous leave the equivalent to the employee's regularly scheduled hours for a birthing parent to be taken at the employee's discretion during the ten (10) weeks before or ten (10) weeks after the child's birth.
 - b. A total of ten (10) weeks of continuous leave the equivalent to the employee's regularly scheduled hours for the placement of an adopted child within an employee's home, which must be taken in the three (3) months following the child's placement.
 - c. A total of four (4) weeks of continuous leave the equivalent to the employee's regularly scheduled hours for the non-birthing parent to be taken after the birth, which must be taken in the three (3) months following the child's birth.
 - i. A non-birthing parent seeking to deviate from the above timeframe, may request to make alternative arrangements with the Department Director at least one month in advance of the requested leave and such decisions will be in the sole discretion of the Director and City Manager.
 - d. Employees may use their accrued leave balances if they seek additional paid leave in addition to the leaves specified above. Employees, with written approval of the City Manager, may donate up to two (2) weeks of unused sick time to an employee on parental-leave related absences.
2. If, during the term of the MOU, local agencies are required by law to provide paid parental leave on the same terms as above, then the more generous leave, but not both leaves, will be granted. For example, if the law requires the City to pay for twelve (12) weeks of leave, employees shall be granted a total twelve (12) weeks of paid leave.
3. The City may require an employee to provide satisfactory proof that they are eligible for paid parental leave under this Article, such as a medical certification, birth certificate, court documents, adoption agency documentation, etc.

ARTICLE 55 - Unpaid Leave of Absence

- A. This Article shall supersede Personnel Manual, Section 6.23 – Other Unpaid Leave.
- B. If an employee is required to be absent from work, then a leave of absence ("Leave") for a limited period is permitted depending on the reasons and circumstances prompting such request. An employee's request for Leave must be reasonably

supported by the employee. The City Manager shall have the sole discretion to grant or deny Leave. Leave shall be without pay.

1. An employee requesting a Leave must submit a written request to the Department Director or their Designee. The request must contain the anticipated start and end dates and the general purpose for such a request.
 2. The request will be considered under the following factors:
 - a. The purpose for which the Leave is requested.
 - b. The length of time of the Leave requested.
 - c. The effect the Leave will have on the ability of the Department to carry out its responsibilities.
 - d. The employee's position and length of service.
- C. To be valid, a Leave must be approved in writing. An approved Leave will not be extended beyond the date of the initial written request without further written approval by the City Manager.
- D. An employee who has been granted Leave shall give two (2) weeks' notice of intent to return to work and the City shall be under no obligation to reemploy the employee before the expiration of the approved return to work date. Failure to notify the City two (2) weeks in advance of return to work may result in a delay of reinstatement of up to two (2) weeks.
- E. No leave time (i.e. vacation or sick) shall accrue during unpaid leave consisting of one full pay period or longer. The City will pay its share of the health insurance premium while the employee is on leave.
- F. If an employee is on unpaid leave for more than 30 calendar days, their right to the next merit increase shall be postponed for the duration of the unpaid leave.
- G. **Leave for Reproductive Loss ("Loss")**: California Government Code § 12945.6 requires employees with protected leave after a Loss.
1. A Loss would be defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Assisted reproduction means any manner of achieving pregnancy through artificial insemination (e.g., IVF treatments).
 2. To be eligible for the leave, an employee need only have been employed by the City for thirty (30) days prior to the Loss. The employee will be provided up to five (5) days of protected leave. The leave need not be taken consecutively and is available to either of the would-be parents, including the non-birthing parent.

3. The leave must be used within three (3) months of the Loss. However, if an employee suffers multiple reproductive Losses, then the employer is to provide a maximum of twenty (20) days of leave per year.
4. Although Loss is unpaid, employees may use their accrued vacation leave, personal leave, sick leave, and compensatory time during a Loss absence in order to maintain their pay.
5. The City is prohibited from retaliating against an employee because of their use of the Loss leave.

ARTICLE 56 - Catastrophic Leave Bank

- A. This Article shall supersede Personnel Manual, Section 6.29 - Catastrophic Leave Bank.
- B. The City Manager may authorize the establishment of a catastrophic leave bank "bank" to benefit an employee stricken with a debilitating disease or illness, extended bereavement leave, who has exhausted their own leave time, and who is not eligible for long-term disability benefits. A donor employee may authorize the use of up to twenty-five (25) percent of their accrued vacation leave, comp time, or sick leave for the bank.
- C. The bank shall function until the leave time is no longer needed by the employee, the employee is eligible for long-term disability benefits, the donated hours are exhausted, or the City Manager determines no further contribution will be accepted for the bank.
- D. The Finance Department will convert the donated time to its value and reduce the donor employee's leave balance during the payroll process. If an individual employee's donated value exceeds the amount needed by the bank, the donor employee's leave balance will not be reduced by the excess.

ARTICLE 57 - Leave Time Request

- A. A Leave Time Request form is to be completed by an employee for all time off from work.
- B. Except for sick leave, the Leave Time Request form must be submitted to the employee's immediate supervisor for approval at least seventy-two (72) hours prior to the leave being taken. Once approved by the Department Director or their designee, a copy of the approved Leave Time Request form will be provided to the employee.
- C. For sick leave, an employee must complete a Leave Time Request form immediately upon their return to work. If required for the process of payroll, a Leave Time Request form may be completed on behalf of the employee by the Department Director, their Designee, or a representative of the Human Resources Department.

ARTICLE 58 - Military Leave

- A.** This Article shall supersede Personnel Manual Section 6.24 – Military Leave. This Article is intended to comply with California Military & Veterans Code Section 389, et seq., and the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. Section 4301, et. seq.
- B.** Employees who provide service in the “uniformed services,” meaning the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency, are entitled to the rights and benefits provided by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), codified at 38 U.S.C. sections 4301 through 4335, and as amended in the future.
- C.** These members are also entitled to the leaves of absence provided by the California Military and Veterans’ Code. Employees who have been regularly employed by the City for one (1) year or more immediately prior to requested active military leave will receive their regular City compensation during the military leave, but not to exceed thirty (30) calendar days in any fiscal year. Inactive duty, such as scheduled reserve drill periods, is not considered active military duty and does not qualify for paid leave under this section. Employees will have reemployment rights as provided by federal and state laws in effect at the time.
- D.** Union members may use annual leave, compensatory time, or special leave without pay, in addition to military leave to provide military service.
- E.** If an employee is scheduled to work on a day of inactive duty training, City management will take all reasonable steps necessary to adjust the employee’s schedule to facilitate the military leave.
- F.** Whether an employee accrues leaves or will continue to receive City provided benefits will depend on the types of leave taken. Employees should consult with the Human Resources Department for additional information. If an employee requests a written response regarding their military leave benefits, the Human Resources Department will provide such a response within ten (10) working days.

ARTICLE 59 - Sick Leave

- A.** Employees working thirty-six (36) hours a week earn 8.5 hours of sick leave per month.
- B.** Sick leave is to be charged at the rate of one (1) hour for one (1) hour at the nearest fifteen (15) minutes.

- C. In the event that an employee uses sick leave for more than three (3) consecutive shifts, the City may require a healthcare provider confirmation prior to any additional sick leave usage.
- D. Upon retirement, employees may have the option to apply accumulated sick leave time toward retirement service credit on an hour-for-hour basis, in accordance with CalPERS law and if allowed pursuant to the City's contract with CalPERS.
- E. Employees who are on authorized vacation and become ill or otherwise disabled through an accident may make a request to the Department Director to charge such sickness or disablement to credited sick leave, if they have unused Sick Leave, provided a healthcare provider's statement provided to their Department Director and then it will be placed in their Personnel File.

ARTICLE 60 - Bereavement Leave

- A. An employee shall be granted up to five (5) paid workdays of bereavement leave due to the death in their immediate family for the purpose of bereavement and for the arrangement of and attendance at the funeral. Sick Leave or Vacation Leave may be used if additional time is required.
- B. The definition immediate family will be defined under this Article as an employee's spouse or state-registered domestic partner; parent (biological, step, adoptive, in-law, foster, legal guardian, or other person who stood in loco parentis (i.e., in place of a parent) to the employee when the employee was a child); sibling (biological, step, foster, adopted); child (biological, step, foster, adopted, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis); grandparent (biological, in-law); and grandchild (biological, adopted) or any person who is significant to the employee and was living in the same household.
- C. The employee's use of bereavement leave in full compliance with this provision shall not be reflected on their performance evaluation nor shall it result in discipline.

ARTICLE 61 - Jury and Witness Duty

A. Jury Duty:

1. An employee who is required to serve as a juror, shall be granted leave of absence with pay for their regularly scheduled hours upon presentation of a Certificate of Jury Service for the hours they attend jury duty on a regularly scheduled workday(s). Use of such leave of absence shall not be deducted from an employee's leave time.
2. When dismissed by the court, an employee shall be required to report to work in order to complete their workday, unless they will arrive less than one (1) hour prior to the end of their normal working day.

3. If the event of the absence of the employee from work would cause an undue hardship on the City, the City may petition the Jury Commissioner to excuse the employee from jury duty.
4. Any jury fees received by the employee shall be provided to the Human Resources Department to be deposited in a City account. No employee shall be paid more than their regular shift pay, or regular workweek pay for jury duty service.

B. Witness Duty:

1. An employee who has a court subpoena that compels their presence as a witness or as an expert witness due to their employment with the City, shall be granted a paid leave of absence for their regularly scheduled hours. Employees must provide to the Human Resources Manager proof of the period of their required attendance and either court subpoena or Department Director authorization. Use of such paid leave shall not be deducted from an employee's leave time.
2. Any witness fees received by the employee that are less than or equal to the pay received by the employee from the City under this Article, Section B (1) shall be provided to the Human Resources Department to be deposited in a City account.
3. This Article, Section B shall not apply to employees who are a party to the court case unrelated to the City, or who serve in the capacity of a paid professional or paid expert witness not on behalf of the City.

ARTICLE 62 - Family Medical Leave

- A. The Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1991 (CFRA), grant job-protected unpaid family medical leave to an eligible employee of the City for certain medically related reasons. This Article summarizes certain parts of the laws; however, employees should consult with Human Resources for additional information regarding FMLA/CFRA leave. Notwithstanding requirements of the FMLA/CFRA, if an employee has a question regarding the use of FMLA/CFRA leave, Human Resources Department will provide a written response, if requested, within ten (10) calendar days.
- B. To be eligible for FMLA/CFRA leave, an employee must have been:
 1. Employed by the City for at least a total of twelve (12) months, which can be over non-consecutive months
 2. Actual work hours must be at least 1,250 hours over the previous twelve (12) months and hours do not include paid leave time.

- C. The City will grant an eligible employee job protected unpaid FMLA/CFRA leave for up to twelve (12) weeks per twelve (12) month period for the following reasons:
1. Birth, adoption or foster care of a child;
 2. Serious health condition of the employee's child, parent, or spouse;
 - a. A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or "residential medical care facility" or continuing treatment by a health care provider. Generally, common colds, flu, earaches, upset stomachs, minor ulcers, headaches, and routine dental and orthodontia care are not considered serious health conditions unless complications arise.
 3. Employee's own serious health condition except for disability caused by pregnancy, childbirth or related medical conditions.
 - a. Leave available before birth under FMLA is limited to prenatal care or if the pregnancy medically makes the employee unable to work.
- D. California law allows up to four (4) months of pregnancy disability leave for pregnancy, childbirth, or related medical conditions. This is a separate additional leave entitlement for employees.
- E. The twelve (12) month period in which an employee is entitled to twelve (12) weeks of family or medical leave begins with the first day of leave used for a specific occurrence.
- F. If the reason for leave is foreseeable, an employee must give a written thirty (30) day notice. If the need was foreseeable and the employee did not give the City a thirty (30) day written notice, then the City may delay leave until thirty (30) days after notice is given. For events that are unforeseeable thirty (30) days in advance, an employee must notify the City as soon as they learn of the need for leave, and in any event no later than five (5) working days from knowledge of the need for leave.
- G. Although FMLA/CFRA leave is unpaid. Employees may use their accrued leave balances, including compensatory time, concurrently with FMLA/CFRA leave.
- H. An employee on unpaid FMLA/CFRA leave, not using any accrued paid leave balance, shall not accrue any additional paid leave time. Thus, employees will not accrue vacation leave or sick leave, or other accrued paid leave nor will they be paid for holidays during the unpaid leave.
- I. If the employee goes on FMLA/CFRA leave, not using any accrued paid leave balance, they will no longer receive the Flexible Benefit allowance. The City will, however, continue to pay the employer health benefits share as stated under Article 64 - Health Benefits towards the health insurance for an employee on unpaid

FMLA/CFRA leave provided the employee pays the employee's share of the insurance premiums. Dental insurance will continue during FMLA/CFRA leave so long as the employee pays the employee's share of the insurance premiums. All other employee benefits will cease while on FMLA/CFRA leave when not using any accrued paid leave balance.

- J. If an employee is on leave that is not specifically designated as FMLA/CFRA leave, it will not be counted against the employee's FMLA/CFRA leave entitlement. It is the City's obligation to notify the employee that their leave is designated as FMLA/CFRA leave. If the City did not previously know the reason for an employee's leave, the City may designate the leave as FMLA/CFRA leave at a later date.
- K. An employee may request intermittent or reduced family and/or medical leave, if medically necessary, for birth, adoption, or placement of a foster child. The City may transfer the employee to a position with equivalent pay and benefits that better accommodate scheduled medical treatment if the employee requests intermittent or reduced leave.
- L. If an employee requests FMLA/CFRA leave due to their own serious health condition or a serious health condition of a family member, they must provide medical certification from a healthcare provider when requested by the City; however, no identifying diagnosis is required due to state privacy laws. The employee may also be required by the employer to provide a fitness-for-duty certification before returning to work.
- M. Following FMLA/CFRA leave an employee is entitled to return to the same or an equivalent job unless it would cause substantial and grievous economic injury to the City. However, if an employee exhausts their FMLA/CFRA leave and continues on unpaid leave from the City, the employee may not be entitled to return to their previous position.

N. Record-Keeping Procedure

1. An employee who wishes to take family and/or medical leave must submit a request in writing for leave on the FMLA/CFRA Leave Request Form available from the Human Resources Department. A Certification from a healthcare provider or practitioner must be attached to the form when it is returned to the Human Resources Department if the leave is based on a serious health condition.
2. If the leave is approved, the employee will receive an Approval of Request for FMLA/CFRA Leave Form from the Human Resources Department confirming the dates of leave and providing additional information related to the leave.
3. If the leave is not approved, the FMLA/CFRA Leave Request Form will be returned to the employee marked "disapproved" and be provided with a written explanation of the disapproval.

ARTICLE 63 - Retirement

A. Tier 1 – Employees Hired Before November 16, 2011

Each bargaining unit employee hired before November 16, 2011, pays eight (8) percent of their base salary to the California Public Employees Retirement System (CalPERS), through payroll deduction. The retirement benefit is two and a half (2.5) percent at 55 Highest Single Year.

B. Tier 2 – Employees Hired After November 16, 2011

1. Bargaining unit employees hired after November 16, 2011, have the following retirement formula: two (2) percent at 60, with a three (3) Year average.
2. Each bargaining unit employee hired after November 16, 2011, and who are not “new members” pursuant to CalPERS laws and regulations / Public Employment Pension Reform Act of 2013 (“PEPRA”) pays seven (7) percent of their base salary to the California Public Employees Retirement System, through payroll deduction.

C. PEPRA Members

1. CalPERS “new members” (AKA “PEPRA members”), as defined by CalPERS and PEPRA, employee retirement contributions are established by CalPERS and PEPRA.

ARTICLE 64 - Health Benefits

A. Effective January 1, 2025, the monthly Cafeteria Plan Allowance will be based on selected level of coverage as follows:

- Employee only: \$840.00 per month
- Employee +1: \$1,460.00
- Employee + Family: \$1,780.00

B. Effective January 1, 2026, the monthly Cafeteria Plan Allowance will be based on selected level of coverage as follows:

- Employee only: \$880.00 per month
- Employee +1: \$1,520.00
- Employee + Family: \$1,840.00

C. Effective January 1, 2027, the monthly Cafeteria Plan Allowance will be based on selected level of coverage as follows:

- Employee only: \$920.00 per month

- Employee +1: \$1,580.00
- Employee + Family: \$1,920.00

D. Employees who elect a medical insurance plan with a lower monthly premium than the amount of the City's medical contribution may apply their unused contribution amount toward other benefit options that are available under the Cafeteria Plan and will not receive any cash back for unspent funds. Employees may contribute any of their own funds towards any of the offered pre-tax benefits. Certain premiums may be paid with pre-tax dollars. Two (2) types of Flexible Spending Accounts are offered: Medical Expense Reimbursement and Dependent Care Reimbursement accounts.

E. An employee may elect to waive the City's health insurance coverage and receive four-hundred and seventy-five dollars (\$475.00) monthly Opt-Out payment and no other payments and will not receive any monies towards flexible benefits in accordance with the terms of the cafeteria plan. In order to receive the Opt-Out payment, an employee must comply with the following conditions:

1. The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
2. During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than thirty (30) days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
3. The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.
4. Employees must be enrolled in a City-sponsored plan for one (1) year before they can opt-out.

ARTICLE 65 – No Lock Out – No Strike

- A.** During the term of this agreement, the City will not lock out the employees who are covered by this agreement.
- B.** The Union will not authorize, engage, condone in any strike, sick-in, stopgaps, or organized slowdowns, or engage in any form of concerted action to withhold service from said City during the term of this agreement. If any strike, sick-in, stopgap, or

organized slowdowns do occur during the term of this agreement, then the Union will attempt to de-escalate the situation within its role as an employee representative organization.

- C. Any employees engaging in activity prohibited by this Article may be subject to disciplinary action, including termination.

ARTICLE 66 - Personnel Manual

- A. **References to Personnel Manual.** All references to the Personnel Manual are to the City's current Lemon Grove Personnel Policies Manual, approved on March 6, 2012 ("Personnel Manual"). The parties recognize that during the course of this MOU, the City may amend the Personnel Manual, subject to meet and confer requirements. The amended Personnel Manual ("Amended Personnel Manual") will supersede the 2012 Personnel Manual. The parties further recognize pursuant to the changes in the Amended Personnel Manual, references to specific sections of the Personnel Manual in this MOU may need to be revised. Through mutual agreement, both parties may meet and confer on the inclusion of all or part of the amended Personnel Manual in this MOU.

Signatures on Next Page

For the City of Lemon Grove:


For the American Federation of State, County and
Municipal Employees (AFSCME) Local 127, AFL-CIO:

Lydia Romero
City Manager


Date

Mathew Kostrinsky Date
Chief Negotiator, AFSCME District Council 36

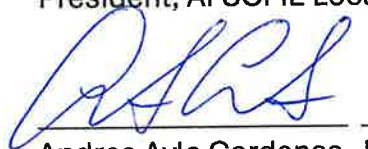
For the City of Lemon Grove:

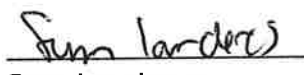

Lydia Romero Date
City Manager

For the American Federation of State, County and
Municipal Employees (AFSCME) Local 127, AFL-CIO:


Mathew Kostrinsky Date
Chief Negotiator, AFSCME District Council 36


Tim Douglass Date
President, AFSCME Local 127


Andres Avla Cardenas Date
Business Agent, AFSCME District Council 36


Sam Landeros Date
Bargaining Member, AFSCME Local 127

