

## Comprehensive WCEA MOU

### Article I. General Provisions

#### **Section 1. Preamble**

This Memorandum of Understanding (MOU) is made and entered into between the Whittier City Employees' Association, hereinafter referred to as "WCEA," and the management representatives of the City of Whittier, hereinafter referred to as "City," pursuant to the California Government Code, Section 3500 *et seq.*

This document is a good faith effort by the WCEA and City to consolidate decades of separate MOU's into this one document.

During the past several decades, numerous written "side" agreements and/or MOU's have been entered into by the parties. It is possible that some, but not all, of these side agreements/MOU provisions are reflected in this comprehensive MOU. Therefore, the parties reserve their rights to supplement this MOU as may be appropriate where the topic of provisions of a prior and still valid side agreement or prior MOU are not included in this MOU.

Additionally, in preparing this MOU, it was not the intent of the parties to invalidate terms and conditions of employment which are not set forth in this MOU, but which are referenced in a still valid side agreement or prior MOU.

Periodically, the sections described herein will reference dates in parentheses. Those dates are indicative of the particular piecemeal MOU from which the substance of the sections are derived. Said dates are included for reference purposes only.

#### **Section 2. Conclusion of Agreement**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment.

This MOU sets forth all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered in this MOU are covered by existing ordinances, resolutions, policies and practices of the City.

#### **Section 3. Term of Agreement**

It is mutually agreed that this MOU shall be effective for the period of July 1, 2013 through June 30, 2017.

#### **Section 4. City Council Determination**

This MOU shall be presented to the City Council of the City of Whittier for its determination. Appropriate ordinances, resolutions and other additional actions shall be considered to implement the provisions of the MOU.

#### **Section 5. Separability**

Notwithstanding any other provisions of this MOU, in the event that any article, section or subsection of the MOU shall be declared invalid by any court or by any State or Federal law or regulation, or should a decision by any court or any State or Federal law or regulation diminish the provisions of this MOU or impose additional obligations on the City, the City and the WCEA shall meet and confer on the affected article, section or subsection. In such event, all other articles, sections or subsections of this MOU not affected shall continue in full force and effect.

YB  
AD

**Section 6. Recognition**

The City hereby confirms its recognition of the WCEA as the Recognized Employee Organization as defined under the Meyers-Milias-Brown Act.

**Section 7. Management Rights**

- a. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City's activities are conducted, managed, and administered, and the WCEA recognizes the exclusive right of the City to establish and maintain departmental rules and procedures for the administration of its departments.
- b. The City has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.
- c. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- d. The appointing authority reserves the right to discipline or discharge employees subject to the personnel rules and procedures. The City reserves the right to lay off personnel of the City at any time as provided in the City of Whittier Charter.
- e. The City shall determine assignments, and establish methods and processes by which assignments are performed.
- f. The City shall have the exclusive right to transfer employees within departments and to positions outside a department in a manner most advantageous to the City subject to the personnel rules and procedures.
- g. The City shall have the authority, without prior meeting and conferring, to effect reorganizations and reallocation of work of the City.
- h. The management rights provision is not subject to the grievance procedure beyond the City Manager.

**Section 8. Subcontracting**

The City has the right without prior meeting and conferring to contract for services, including contracting out bargaining unit work. The City will provide WCEA notice 90 days prior to implementation and meet and confer regarding the impact of contracting out.

**Section 9. Non-Discrimination**

The City and the WCEA mutually agree not to discriminate against their employees or bargaining unit members based on race, color, age, sex, sexual orientation, mental or physical disability, medical condition, national origin, ancestry, religious creed or marital status or other categories protected by law. Additionally, the City expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of the City's non-harassment policy. Any employee who engages in such conduct is subject to disciplinary action.

**Section 10. Definitions**

- a. **REGULAR RATE OF PAY.** The unadjusted base salary rate as defined in Section 10.b, below, plus all remuneration paid to the employee, as is required by the FLSA.
- b. **UNADJUSTED BASE SALARY RATE.** The rate of pay described in the salary range and step applicable to each classification and person

represented by the Association. This rate does not include all remuneration paid to an employee, and is therefore less than, and not equal to the "regular rate" of pay as that term is used in the Fair Labor Standards Act (FLSA).

**Article II. Salary**

**Section 1.** Effective the first pay period commencing on or after July 1, 2013, the City will increase the salary ranges for WCEA members hired on or after January 1, 2011 by 2.3%.

**Section 2.** Effective the first pay period commencing on or after July 1, 2013, all classifications represented by the WCEA, shall receive a 1% cost offset to pay for the corresponding CalPERS contribution increase.

**Section 3.** Effective the first pay period commencing on or after July 1, 2014, the City will increase the salary ranges for WCEA members hired on or after January 1, 2011 by 2.3%.

**Section 4.** Effective the first pay period commencing on or after July 1, 2014, all classifications represented by the WCEA, shall receive a 1% cost offset to pay for corresponding CalPERS contribution increase.

**Section 5.** Effective the first pay period commencing on or after July 1, 2015, the City will increase the salary ranges for all classifications represented by the WCEA by 3.2%.

**Section 6.** Effective the first pay period commencing on or after July 1, 2015, all classifications represented by the WCEA, shall receive a 1% cost offset to pay for corresponding CalPERS contribution increase.

**Section 7.** Effective the first pay period commencing on or after July 1, 2016, the City will increase the salary ranges for all classifications represented by the WCEA by 3.2%.

**Section 8.** Effective the first pay period commencing on or after July 1, 2016, all classifications represented by the WCEA, shall receive a 1% cost offset to pay for corresponding CalPERS contribution increase.

**Section 9.** All salary increases will be paid only to individuals in the employ of the City at the time of MOU adoption by the Council, and employed at the commencement of the payroll period during which time an increase is implemented.

**Section 10.** The employees working in the City Yard who were previously classified as Secretaries and were y-rated as a result of the 2005 classification & compensation study will be red circled (i.e. will receive the increases set forth above for the term of this agreement). (2013-17)

**Article III. Salary Increases**

**Section 1.** The City reserves the right to increase the rates of pay for unit members as it deems appropriate such as for labor market adjustments. (1998-2000)

150  
FD

#### **Article IV. Direct Payroll Deposit**

The City will provide new employees a Direct Payroll Deposit sign-up form. The employee will be instructed to complete and return the form to the Payroll staff within a time period determined by the City to process the payroll.

A new employee who does not have a bank account, where the direct deposit can be applied, will be provided information on available services for both the City's banking institution and F & A Federal Credit Union.

If an employee does not wish to participate in the City's Direct Payroll Deposit program, he/she will be provided with an "Election Not to Participate in Direct Deposit" form, which must be signed and returned to Payroll within a time period determined by the City to process the payroll.

#### **Article V. Overtime**

**Section 1.** Employees shall receive overtime compensation of one and one-half (1½) times their regular rate of pay (as that term is used by the FLSA) for all hours worked in excess of the employee's normally scheduled work day. (1983-84)

**Section 2.** For the purposes of this section, paid leave shall be considered as "hours worked" for the determination of an employee's entitlement to overtime compensation:

- a. Vacation Leave (1981-82)
- b. Sick Leave
- c. Compensatory Time Off (1980-81)
- d. Personal Necessity Leave
- e. City Designated Holidays (1977-78)

**Section 3.** Effective upon the approval of this MOU by the City Council, the City will implement elimination of much of the overtime at the water plants with a six-month phase-in process. Public Works management can significantly reduce the overtime and standby pay through proper scheduling and supervision. This does not preclude management from scheduling overtime and/or standby assignments as needed. Also, there will be occasional emergency call-outs on an overtime basis. This simply removes the advanced authorization for regular overtime and standby previously worked and places the responsibility with management to schedule and approve overtime and standby time as appropriate. (2010-11)

#### **Article VI. Compensatory Time**

Effective upon the approval of this MOU by the City Council, the City will increase the accrual of Compensatory Time Off (CTO) by five (5) hours to a maximum accrual of eighty-five (85) hours per employee. An employee shall request the prior approval of their department head or designee to use their accrued unused CTO. The department head or designee shall determine if the employee's use of CTO will unduly disrupt the operations or budget of the applicable City service. Non-rebuttable factors the department head or designee shall consider in making the determination include where the use of CTO would not reduce staff below an acceptable level or would not result in overtime expenditure to backfill for the employee's absence. Notwithstanding the above, employees who are not scheduled to work on a City designated holiday shall be permitted to use their

17

accrued unused CTO to make up the difference, if any, between the holiday pay and number of hours the employee was scheduled to work. In order to meet the City needs, such as due to financial matters, the City in its sole discretion may require employees to utilize their accrued unused CTO and determine the dates and time of such use. Should this occur, the City will provide employees a minimum of 10 (ten) days prior notice. All other terms and conditions pertaining to Compensatory Time shall remain in effect. (2009-10)

## **Article VII. Court Pay**

### **Section 1. On Call**

Employees subject to call by court subpoena during hours other than regularly scheduled working hours and required to standby for further call to a court proceeding, shall be paid a flat "standby" fee of \$40 or 2 hours of compensatory time per day, at the choice of the affected employee.

On-call court during hours other than regularly scheduled working hours is not considered time worked and is not subject to overtime rules or limitations.

### **Section 2. Police Department Employees**

Effective July 1, 1995, if a Police Department employee is assigned to appear in court on City business immediately before the start of his/her work shift, in which there is no break in time between the end of the court appearance and the start of his/her shift, it will constitute a shift extension and will be compensated for the actual hours worked (not a two (2) hour minimum of pay). (1995-98)

### **Section 3. Court Time**

Employees called to testify in court on behalf of the City during hours other than their regularly scheduled working hours will be compensated for a minimum of two hours as overtime pay. Time spent in court during regularly scheduled working hours is not classed as overtime and is compensated at the employee's unadjusted base rate of pay.

## **Article VIII. Bilingual Pay**

Effective June 27, 1999, employees who are required by their department head to speak and understand a language other than English on a regular basis shall receive an additional ninety dollars (\$90) per month.

Bilingual pay will be provided to at least one (1) employee per department, and division, and location (facility) and shift as may be applicable. A department head may authorize Bilingual Pay for additional employees based on his/her department's needs. Employees receiving Bilingual Pay as of February 1, 2006, shall continue to receive Bilingual Pay subject to meeting the terms and conditions for receipt of this pay.

An eligible employee may apply for bilingual pay, at any time, in writing, subject to the approval of his/her department head. Only those employees whose bilingual skills are utilized on a regular basis as an integral part of his/her job duties shall be considered. "Integral part of an employee's job duties" means an employee who assists the public on the telephone and/or in person at their assigned workplace for a majority of each workday on a regular basis. Notwithstanding the above, all employees, whether they receive Bilingual Pay or not, shall provide quality customer service at all times, including the use of English and/or other language skills to the best of his/her ability.

If the employee is no longer required to use bilingual skills on a regular basis as described above, the pay may be discontinued by his/her department head. The decision of the department head to grant and/or discontinue the bilingual pay shall not be grievable.

An employee may be required to pass a competency test to receive and/or continue to receive Bilingual Pay as may be determined by the City. In the event an employee is not successful in passing such competency testing to qualify for bilingual pay, said employee may re-apply for eligibility at least six (6) months after the testing.

Employees on any form of leave time in excess of 30 consecutive calendar days shall not receive bilingual pay until they return to duty.

Bilingual pay shall be effective at the beginning of the first pay period immediately following the department head's approval.

### **Article IX. Pager Pay**

Police Department employees, who are required by the Chief of Police to carry a pager on their person during non-work hours shall receive an additional \$50 per month or pro-rated equivalent for each day they actually carry the pager as follows:

<u>Effective Date</u>	<u>Classification(s)</u>
May 1, 1992	Information Services Technician
February 1, 1996	Police Forensic Specialist I/II Senior Police Forensic Specialist
July 1, 1998	Property and Evidence Technician Senior Property and Evidence Technician

An employee who receives pager pay, upon receiving a page message, shall telephone the paging party. The employee is not required to return to work, except as may be otherwise required under the City's policies and procedures such as in the case of an emergency or disaster in which other employees also are required to return to work. (2003-05)

### **Article X. Specialty Pay**

#### **Section 1. Sewer Maintenance**

A Street Maintenance Worker and/or Sewer Equipment Operator when assigned by the Director of Public Works to perform sewer installation/repair and/or sewer equipment operation shall be compensated at five salary ranges higher than their unadjusted base salary rate.

#### **Section 2. Paint and Sign Truck**

A Street Maintenance Worker when assigned by the Director of Public Works to schedule and coordinate the work activities for the Paint Truck and/or Sign Truck shall be compensated at five salary ranges higher than their unadjusted base salary rate.

#### **Section 3. Minutes Secretary**

When an employee is assigned to and actually performs the duties of a Minutes Secretary (such as taking and preparing minutes of City Board or Commission meetings), which is higher level work than the employee's current classification, they shall be compensated at ten (10) salary ranges (approximately 5%) higher than their unadjusted base salary rate.

**Article XI. Move Up Pay**

An employee who is required to work in a higher classification shall be compensated at ten (10) salary ranges (approximately 5%) higher than their unadjusted base salary rate or the amount equal to the same salary step in the salary range of the higher classification, whichever is the lesser amount, for all work performed in the higher classification. The employee must be qualified to perform the duties of the higher level classification as determined by his/her department head, and must serve a qualifying period of five (5) work days (including non-consecutive work days) each fiscal year. Move-up pay will be provided for a work day of at least eight (8) consecutive hours. An employee shall not be on a Move-Up assignment of more than thirty (30) days without the prior approval of his/her department head and Human Resources Director. Employees shall receive their unadjusted base salary rate if they use sick leave or vacation leave while on Move-Up status. (1988-89)

**Article XII. Shift Differential Pay**

**Section 1.** Clerical employees in the Police Department, Community Services Officers, Equipment Service Worker, Fleet Mechanic I/II, Water Treatment Plant Operator I/II, and Motor Sweeper Operator, assigned to shifts between 2:00 p.m. and 7:30 a.m., shall be compensated at ten ranges (approximately 5%) higher than their unadjusted base salary rate, not to exceed \$1.11 per hour. (2000-03)

**Section 2.** Employees on Special Night Time Assignment and not on regular shift, between the hours of 11:00 p.m. and 7:30 a.m., shall be compensated at ten ranges (approximately 5%) higher than the unadjusted base salary rate, not to exceed \$1.11 per hour. (1982-83; 2000-03)

**Section 3.** Library Assistant I/II, Library Assistant III and Librarian I/II, assigned to shifts between 5:00 p.m. and 9:00 p.m. (up to a maximum of 4 hours), shall be compensated at ten (10) salary ranges (approximately 5%) higher than their unadjusted base salary rate not to exceed seventy-five cents (\$0.75) per hour. (1991-92)

**Section 4.** Park Maintenance Worker I/II, and Senior Park Maintenance Worker personnel assigned to shifts after 6:00 p.m. of any day, will be paid \$15 per month above their unadjusted base salary rate, prorated on a semi-monthly basis for shift assignments that involve less than a full month. (1972-73) Employees in these classifications who work on Saturday and/or Sunday shall be compensated at twenty (20) salary ranges (approximately 10%) higher than their unadjusted base salary rate for only those hours worked on Saturday and/or Sunday. (1989-90)

**Article XIII. Standby Pay**

The City and the WCEA have agreed on a new Standby Pay policy and procedures specific to Parks and Public Works, SOP #33. (2010-11)

Employees assigned by their department head or designee to be in an available status during non-working hours, will receive standby pay as follows: Monday through Friday, two (2) hours per day at straight time; or Saturday, Sunday and Holidays, four (4) hours per day at straight time. Standby time is not considered as time worked and is not subject to overtime rules or limitations.

10

The City may assign an employee to standby status whenever deemed necessary and shall provide the employee advance written notice of said assignment as soon as practical (when possible at least eight (8) hours prior to the standby period).

The employee will receive standby pay whether he/she works or not. An employee on standby status who does not report to work promptly when called will receive appropriate disciplinary action, and will not be paid for the standby duty.

Employees placed on standby duty, who may be assigned a City vehicle to drive to their residence, shall do so in accordance with City procedures for use of City vehicles.

The City has the right in its sole discretion to establish, modify, and eliminate Standby assignments. The City takes the position that it has established, modified and eliminated Standby assignments in the past without meeting and conferring on any issues or impact and has the right to do so in the future. The WCEA feels the City must meet and confer relative to the impact, if any, of such actions. Inclusion of this ARTICLE in this MOU is not a waiver of rights by the City to challenge the existence of any impact-related meet and confer duty that may be asserted by the WCEA.

#### **Article XIV. Emergency Call-Back Pay**

**Section 1. Emergency Call-Back** shall mean those periods of work that occur at times other than the employee's regularly scheduled hours of work, where the employee is required to return to the workplace, without prior notice, after having left his/her workplace at the end of his/her regular shift. Emergency Call-Back shall continue to be compensated at a three (3) hour minimum and the rate of compensation will continue to be determined in the same manner as all other overtime. In the event the employee receives more than one emergency call-back within the same three (3) hour period, the hours worked will be totaled. If the total hours worked are 3 or less, the employee will be compensated for the 3-hour minimum. If the total hours worked are more than 3 hours, then the employee will be compensated for the actual number of hours worked. (1995-98)

**Section 2. Pre-Scheduled Overtime** – This is to clarify that when an employee works overtime that has been pre-scheduled between the employee and his/her supervisor, it does not constitute Emergency Call-Back. (1995-98)

**Section 3. Work-At-Home** – This is to clarify that if an employee is called at home to answer a work related question or the employee is required by his/her supervisor to work-at-home it does not constitute Emergency Call Back. (1995-98)

#### **Article XV. Call Back After 12 Hours**

An employee who is working as a result of a Call Back situation and works more than 12 consecutive hours will receive an 8-hour break prior to the start of his/her next regular work shift. If a portion of the 8-hour break overlaps the start of the employee's next regular work shift, he/she has the option of returning to work at the start of that regular work shift or using accrued leave for that portion of the regular work shift to provide the 8-hour break. Prior to the end of the Call Back work time, the employee shall notify his/her supervisor of the time he/she will return for their next regular work shift. Notwithstanding the above, in the event

the City needs the employee to return for his/her next regular work shift, the employee shall be required to do so. (2003-05)

### **Article XVI. Water Certification Pay**

**Section 1.** Employees in the Water Division shall obtain and maintain their water certifications required by the California Department of Public Health. (2003-05)

**Section 2.** Water Certificate Pay Program: Effective at the beginning of the first pay period after the approval of this MOU by the City Council, the City will establish a Water Certificate Pay Program as follows. Water Division employees in the classifications indicated below who possess valid Water Certificate(s) issued by the California Department of Health Services that are above the level required in their respective City class specification, will receive \$50 (fifty dollars) per month above their unadjusted base salary rate for each Certificate, not to exceed two (2) such higher level Water Certificate(s) or a total of \$100 (one hundred dollars) per month. Employees can receive Water Certificate Pay for higher level Water Treatment and/or Water Distribution Certificates regardless of whether the employee is assigned to the Water Treatment Section or Water Distribution Section. An employee who receives Water Certificate Pay as provided in this section shall not receive any other pay for their Water Certificate(s). For example, an employee that receives Water Certificate Pay shall not receive Certificate Pay of \$15 (fifteen dollars) per month per the MOU between the City and WCEA for the period of 1990-91.

Employees are responsible to provide evidence that they possess valid and appropriate Water Certificates as may be required by the City. Upon City verification that the employee possesses valid and appropriate Water Certificate(s) under this Program, the Water Certificate Pay will be implemented at the start of the following pay period. Should an employee's Water Certificate(s) no longer be valid, the employee shall immediately inform their Manager and Department Head in writing of that fact. If the employee received Water Certificate Pay for which he/she was not eligible, the City will deduct that amount from the employee's pay check(s) and/or from payment of his/her accrued unused leave for which he/she would otherwise be eligible to receive as determined by the City.

For the purpose of this section, the Water Division classifications eligible to participate in the Water Certificate Pay Program are: Cross Connection Specialist I/II, Water Production Specialist, Water Treatment Plant Operator I/II, Water Utility Specialist, Water Utility Worker I/II, Telemetry/Water Technician and Utility Services Representative. (2009-10)

### **Article XVII. Professional License, Certification and College Degree Bonus**

**Section 1.** The City shall provide a bonus for professional licenses, certificates and college degrees for designated positions and in the manner described in Appendix A. (1990-91) Note: Per Article XVI, Section 2 of this MOU, Water Division employees are not eligible to receive Certificate Pay for Water Certificates provided in this Section.

**Section 2.** The bonus for college degrees, under the Professional License, Certificate, and College Degree Bonus program, shall be increased by \$10 per month to a total of \$25 per month. (1991-92)

## Article XVIII. Work Schedule

### **Section 1. Alternate Work Schedule**

- a. City will continue to allow employees to request an Alternate Work Schedule subject to its having no negative impact on customer service as determined by the City, department head's approval and City retaining the right in its sole discretion to discontinue Alternate Work Schedule(s) at any time. (2000-03)
- b. Alternate work schedules are subject to the following:
  - (1) City offices and services will remain open to the public during normal business hours (Monday through Friday 8:00 am to 5:00 pm), except as may be modified by the City including but not limited to the Police department and Public Works Department.
  - (2) Employees will have the option to work an alternate work schedule (such as a 9-80 arrangement) subject to the approval of the City Manager.
  - (3) The City reserves the right in its sole discretion to modify an alternate work schedule to a 5-8 schedule in the future.
  - (4) If an employee's Flex day off occurs in the same week in which two City designated holidays occur, the employee will receive one paid holiday and the one non-paid Flex day in that week and the other paid holiday will be carried forward as a paid Floating Holiday that the employee can use during the balance of that same fiscal year (non-accruable into the next fiscal year)

The City takes the position that without engaging in the meet and confer process it has modified employees' alternate work schedules (such as a 9-80) in the past, and in January 2008 agreed with WCEA to expand alternate work schedules, subject to the City retaining the right in its sole discretion to modify such schedules to 5-8 schedules in the future. Therefore, the City believes it can make such modifications without prior meeting and conferring. The WCEA takes a contrary position. Inclusion of this ARTICLE in this MOU is not a waiver of rights by the City to challenge the existence of any impact related meet and confer duty that may be asserted by the WCEA.

(Agreement 1-7-08)

### **Section 2. Fleet Maintenance**

Beginning July 1, 1988, the Mechanical (Fleet Maintenance) Division of the Public Works Department will establish a new work shift of 2:00 p.m. to 10:30 p.m., and employees who are assigned to work this shift shall be compensated at ten ranges higher than the regular rate of pay. (1988-89)

### **Section 3. Flex Time**

An employee and his/her supervisor can mutually agree in writing to flex his/her work schedule within the same work week so that daily overtime is not incurred. (2007-09)

### **Section 4. Lunch Period – Tree Crew**

Effective July 3, 1983, the City agrees that where tree crews are required to remain at work locations during lunch periods, but not performing duties, such lunch periods be considered as part of the normal work shift. Where such tree crew employees are required to perform normal duties during lunch periods, such

time will be compensated in accordance with standard procedures for overtime at the employees' unadjusted base salary rate. (1983-84)

**Section 5. Police Department Employees**

The one-half (1/2) hour meal break for Police Dispatchers and all Police Services Assistants will continue to be included in their paid work period. Example: current 8½ hour shift would become an 8 hour shift and a current 10½ hour shift would become a 10 hour shift, both inclusive of the one-half (1/2) hour meal break. The meal break shall be taken in the manner and location as determined by the Police Chief or his designee. (1994-95; 1998-00)

**Section 6. Shift Change/Daylight Savings Time Change**

Department/division shift changes occur at the beginning of a pay period. Instances arise where implementation of the rotation results in a reassigned individual working more or less than the number of work hours regularly required during either the City-designated payroll period and/or the FLSA designated work period.

In those instances where the shift rotation results in the working of more than regularly scheduled hours during the payroll and/or work period, overtime compensation shall be paid pursuant to the MOU.

In those instances where the shift rotation results in the working of less than the regularly scheduled hours of work during a payroll and/or a work period, the employee shall either be paid for the actual hours worked, or shall be provided the option of utilizing earned and accrued leave time (not including sick leave) in order to fund those hours not worked as a result of the shift rotation. The same provision for shift change above also shall apply when the time is changed to Daylight Savings and off again. (2007-09)

**Article XIX. Leaves**

**Section 1. Vacation Leave**

Regular employees shall accrue annual vacation leave with pay, on a pro-rata basis, predicated on continuous service, according to the following schedule:

<u>Beginning</u> Date of Hire	<u>Leave Accrual</u>
<u>Upon Completion Of:</u>	80 Hours
5th Year	120 Hours
10th Year	128 Hours
11th Year	136 Hours
12th Year	144 Hours
13th Year	152 Hours
14th Year	168 Hours
19th Year and every year thereafter	176 Hours

Employees who have completed the first 6 months of their original probationary period and whose overall job performance is satisfactory or above per their department head or designee, will be credited with forty (40) hours of vacation leave for use.

**Section 2. Vacation Leave for Non-Industrial Illness/Injury**

Effective the first pay period that begins in July 1990, employees who do not have any accrued sick leave, and are eligible to use vacation leave, may use their unused accrued vacation leave for non-industrial illness or injury, provided,

190  
however, that the absence shall still be considered due to illness or injury (i.e. not for vacation). (1990-91)

### **Section 3. Vacation Cash-In**

WCEA members may cash-in up to 40 hours of accrued vacation leave per year at his/her regular hourly pay rate (excluding special pay such as shift differential pay, move-up pay, etc.) An additional 40 hours of accrued vacation leave may be cashed-in provided that the employee has used zero (0) accrued sick leave\* for any purpose in a year (defined as the start of the pay period inclusive of January 1 for 26 consecutive pay periods). In order to cash-in the additional 40 hours of accrued vacation leave, the employee must have used zero (0) hours of accrued sick leave\* for any purpose in a year and retain at least 100 hours of vacation leave in his/her vacation bank. An eligible employee shall notify the Controller's Department of the number of accrued vacation hours up to 80 that he/she wants to cash-in by the end of the first pay period in January, and payment shall be made to the employee in the second pay period that begins in January. The number of accrued vacation leave hours cashed-in by the employee will be deducted from his/her total hours of unused accrued vacation leave. An employee may not request "advance vacation accrual hours" for vacation cash-in. (\*Note: Personal Necessity Leave that is charged to an employee's accrued sick leave will not be considered sick leave use in order for an employee to qualify for cash-in of accrued vacation leave.) (2000-03, 2013-17)

### **Section 4. Holidays**

The following days shall be deemed to be holidays for the City of Whittier:

- (1) January 1, known as New Year's Day;
- (2) The third Monday in January, known as Martin Luther King, Jr.'s birthday;
- (3) The third Monday in February, known as Presidents' Day;
- (4) The last Monday in May, known as Memorial Day;
- (5) July 4, known as Independence Day;
- (6) The first Monday in September, known as Labor Day;
- (7) November 11, known as Veterans Day;
- (8) The day in November designated as Thanksgiving Day, and the day immediately following such Thanksgiving Day;
- (9) December 24, known as Christmas Eve, the last four (4) hours of scheduled work day;
- (10) December 25, known as Christmas Day; and
- (11) December 31, known as New Year's Eve, the last four (4) hours of scheduled work day.
- (12) Floating Holiday - Employees who have completed six months of City service shall be entitled to seventeen (17) hours of Floating Holiday paid leave time that may be used in one (1) hour increments (no partial hours) during the fiscal year. Employees wishing to use Floating Holiday leave shall request the prior approval of their supervisor. Floating Holiday leave hours must be used during the fiscal year, are not accruable and are not subject to compensation upon separation from City service. (2013-17)

A holiday is considered a maximum of eight (8) hours regardless of the employee's work schedule (such as 9-80, 4-10, etc.), unless fewer hours are indicated for a holiday in this section such as a four (4) hour holiday.

An employee working on the date of the actual holiday as designated in 1-12 above shall be paid at the regular hourly rate of pay for the hours worked. (Example: For an eight (8) hour holiday, a 10 hour per day employee working on December 25 shall be compensated for 10 hours at straight time, plus 8 hours of holiday at straight time, plus 4 hours of holiday pay at straight time, resulting in a total of 22 hours of straight time pay.)

If a holiday in 1-12 above occurs on an employee's scheduled work day and he/she is given the holiday off (i.e. the employee does not work on the holiday), the employee will receive 8 hours of holiday pay (or 4 hours, if a ½ day holiday) at straight time. The employee shall make up the difference, if any, between the number of holiday hours paid and the number of hours the employee was scheduled to work by using his/her accrued, unused vacation leave, compensatory time off leave, or the 8 hours of Personal Necessity Leave not charged to his/her accrued, unused Sick Leave.

If a holiday designated in 1-12 above is not an employee's scheduled work day and in fact does not work the holiday, the employee will receive 8 (or 4) hours of holiday pay at straight time.

If a Solid Waste employee works on the Friday preceding a holiday that falls on Saturday, or works on the Monday following a holiday that falls on Sunday, the Friday or Monday shall be considered their holiday and be compensated as provided in this section.

If a Solid Waste employee works on a holiday that actually falls on a Saturday and/or a Sunday, he/she shall be paid his/her regular hourly rate of pay for the hours worked as if it was a regular work day (i.e. a non-holiday).

An employee is entitled to receive Holiday Pay only once for each holiday indicated in this section. For example, if a 10 hour per day employee works on a Friday preceding a holiday that falls on Saturday and on the next day he/she works the actual Saturday holiday, he/she would be paid straight time for the hours worked on Friday. If an actual holiday occurs on a consecutive Saturday and Sunday, and the employee works both of those holidays, he/she would be paid a total of 22 hours at straight time per holiday consistent with the above example.

Based on each department's work hours and days of operation, if January 1, July 4, November 11, December 24, 25 or 31 fall on a Saturday or Sunday, and that day is the employee's scheduled day off from work, the affected employee may receive a different day off with pay at his/her regular hourly rate of pay in lieu of the actual holiday as follows:

<u>Actual Holiday Falls On Employee's Day Off</u>	<u>Employee Will Be Given Day Off With Pay</u>
Saturday	Preceding Friday
Sunday	Following Monday
Consecutive Friday/Saturday or Consecutive Sunday/Monday	City Manager designates day off in lieu of actual holiday.

For certain employees, if the actual holiday falls on the employee's scheduled day off from work, and the employee does not work on that day, he/she shall be

70  
paid at his/her regular hourly rate of pay in lieu of the actual holiday, or will be given a different day off with pay at his/her regular hourly rate of pay in lieu of the actual holiday as determined by his/her department head.

Closure of Certain Services Christmas through New Year's Day: City Hall and the Main and Branch Libraries will be closed for City designated holidays between Christmas and New Year's Day. During this time period, the City will continue to provide employees the option on their regular work days that are not City designated holidays to either work or take time off. Employees who choose to work on their regular work days that are not City designated holidays would be assigned by their department head to work at other City facilities open during this period. Employees who choose to take time off on their regular work days that are not City designated holidays would have the option:

- a) To use their eligible accrued leave, or
- b) If they do not have eligible accrued leave, the City will advance the leave time that would be deducted from the employee's leave time they would otherwise earn in the future; or
- c) To take leave without pay.

The City Council reserves the option not to close City facilities each year in which case employees would be notified of the holiday work schedule.  
(Agreement 4-10-07).

#### **Section 5. Holiday Pay – Park Department Employees**

- a. Effective July 1, 1995, Park Department employees who are required to work on July 4, Labor Day and Memorial Day, and do so, will be paid overtime for the hours worked in the same manner as other bargaining unit personnel.
- b. Effective July 1, 1995, Park Department employees who are required to work less than their regular work schedule on a City designated holiday (except July 4, Labor Day and Memorial Day), and do so, will be paid overtime for a minimum of three (3) hours on that holiday.  
(1995-98)

#### **Section 6. Holiday Pay – Police Department Employees**

Effective January 3, 1994, if a City designated holiday occurs on the day off of a Police Department employee in the bargaining unit, any pay that the employee receives, in lieu of receiving time off for the holiday, shall be at straight time and shall no longer be at time and one-half. (1993-94)

#### **Section 7. Sick Leave**

##### **a. Domestic Partners**

An employee's Domestic Partner will be included in the definition of "Immediate Family" for which an employee can use their accrued sick leave as long as the California Domestic Partner Rights and Responsibilities Act of 2003 (AB 205) remains in effect. A Domestic Partner is an individual who is recognized as a Domestic Partner pursuant to the State of California Family Code Section 297 *et. seq.* (2003-05)

##### **b. Family**

- (1) Beginning on July 1, 1988, each employee will be allowed to use up to a total of five (5) days of their unused accrued sick leave each year for the care of family members. (1988-89) (Note: State law currently

provides that employers shall allow up to one-half of "accrued and available sick leave" in a calendar year to be used for family illness. Thus, the eligible employees may use up to 48 hours of "accrued and available sick leave" for family illness per calendar year.)

- (2) Employees shall receive holiday pay in lieu of sick leave pay for holidays falling within a period of 5 or more continuous days of absence due to illness. (1976-77)

c. **Pay Upon Separation**

Upon separation, an employee shall receive cash compensation for their unused accrued sick leave hours from 501 hours through 860 hours (a maximum of 360 hours of compensation). (Amendment to MOU 1995-98)

**Section 8. Personal Necessity Leave**

- a. The City agrees to amend the language governing the use of sick leave for "Personal Necessity" to allow the City Manager full discretion in determination of such use in the event of bonafide emergency situations wherein current restrictions on its use now apply. (1980-81)
- b. The City agrees to allow Personal Necessity Leave to be taken consecutively with vacations, sick leave and holiday leave, if the Personal Necessity Leave has been approved by the supervisor. (1981-82)
- c. Effective July 1, 1985, the City shall allow employees to use 8 hours of their 24 hours of Personal Necessity Leave annually as a personal leave day that is not to be charged to the employee's unused accrued sick leave accruals. (1985-86, 2013-17)
- d. Personal Necessity Leave that is charged to an employee's used accrued sick leave will not be considered sick leave use in order for an employee to qualify for cash-in of their unused accrued vacation leave. (2003-05)

**Section 9. Disability Pay**

- a. By September 1, 1983, the City will implement a self-insured disability insurance program at no cost to the employee. (1981-82)
- b. Effective July 1, 1988, employees have the option to retain up to 160 hours of their unused accrued sick leave prior to qualifying for disability pay. (1988-89)
- c. The City's Disability Pay program for a non-job related illness or injury provides benefits to eligible individuals during their employment with the City and does not continue after employment nor pertain to individuals that are no longer employed by the City. (1993-94)
- d. The waiting period to receive City Disability Pay will be reduced from 14 to 7 calendar days. (2000-03)

**Section 10. Sick Leave and Family Medical Leave Act**

- a. An employee on FMLA leave may retain up to forty (40) hours of accrued sick leave.

- 70
- b. Personnel Rules, Article X, Section 8: City will grant an employee a leave of absence as required by the FMLA, CFRA and PDLA. (2000-03)

**Section 11. FMLA Notice**

The City will not be required to send a notice to an employee that their FMLA doctor note will expire. (2007-09)

**Section 12. Catastrophic Leave/Disability Pay**

The City will provide unit members with the Catastrophic Leave Program (SOP #22). The City will integrate the Catastrophic Leave Pay with the Disability Pay that an eligible employee would receive to approximate the employee's regular gross bi-weekly salary. Regular gross bi-weekly salary shall not include overtime pay, uniform allowance or other pay of a non-recurring nature. (2003-05)

**Section 13. Bereavement Leave**

All regular employees will be granted up to three (3) working days time off in the event of death in the immediate family. Immediate family is defined to mean the employee's parent, child, sibling, spouse, grandparents, grandchild, father-in-law and mother-in-law and spouse's immediate family, grandparents and grandchild. In the event an employee is required to travel outside the boundaries of Los Angeles County because of death in the immediate family the Department Head shall have the authority, subject to the approval of the City Manager or designee, to grant additional time off as in his/her opinion would be reasonably required for travel which shall be charged to accrued leave or compensatory time. Employees are also allowed up to an additional twenty-four (24) hours of paid leave, not charged to sick leave, to serve as an executor/executrix concerning a deceased "immediate family member." The employee must provide proof that he/she is the executor/executrix of the deceased "immediate family member."

**Article XX. Health Insurance**

**Section 1. Group Insurance (Medical, Prescription, Dental) – Active Employees**

- a. The City contributes a fixed dollar amount for group medical, dental, and life insurance, which shall not increase unless approved by the City Council.
- b. Effective August 1, 2013, employee medical and dental contribution rates shall be increased by a dollar amount equal to 50% of the respective one, two and three party insurance premium rate increases effective August 1, 2013. (2013-17)
- c. Effective August 1, 2014, employee medical and dental contribution rates shall be increased by a dollar amount equal to 50% of the respective one, two and three party insurance premium rate increases effective August 1, 2014. (2013-17)
- d. Effective August 1, 2015, employee medical and dental contribution rates shall be increased by a dollar amount equal to 50% of the respective one, two and three party insurance premium rate increases effective August 1, 2015. (2013-17)
- e. Effective August 1, 2016, employee medical and dental contribution rates shall be increased by a dollar amount equal to 50% of the respective one, two and three party insurance premium rate increases effective August 1, 2016. (2013-17)

**Section 2. Group Insurance**

The method used to determine the amount of the City's fixed dollar contribution for group insurance premiums in each insurance plan year indicated above is to divide the total premiums for employees under each level of coverage by the total number of employees on each level of coverage (1-party, 2-party and 3-party) minus the amount contributed by the employees. (2000-03)

**Section 3. Group Insurance (Vision) – Active Employees**

The City shall implement a group vision insurance plan for the employee on or about March 1, 1994. (1993-94)

**Section 4. Flexible Reimbursement Account Program – Active Employees**

Effective August 1, 2000, the City will automatically enroll all eligible employees in the "health insurance premiums" category under the current Flex-RAP (Flexible Reimbursement Account Program) Section 125 Plan in an amount equal to each employee's contribution toward his/her health insurance coverage. An employee who does not want to participate in this category of the Flex-RAP Plan can so indicate in writing on the appropriate form during the City's Annual Insurance Open Enrollment Period and pay their health insurance contributions on an after-tax basis. (2000-03)

**Section 5. Group Insurance (Life) – Active Employees**

The City will notify its life insurance carrier to increase the employee life insurance benefit by \$5,000 to \$25,000 for term and AD&D to take effect at the earliest possible date. (2007-09)

**Section 6. Group Insurance – Retirees**

Effective for the month following the City Council's approval of this MOU, the City will increase the monthly contribution to those retirees in classifications represented by the WCEA who retired after July 1, 1985, by twenty-five dollars (\$25) up to a maximum of four hundred fifteen dollars (\$415) per month for the cost of their health insurance. (2003-05)

**Section 7. Health Benefits Advisory Committee**

The City will continue its management committee to address concerns related to costs and feasible alternative health insurance benefits. WCEA may select two representatives to participate in the Health Benefits/Medical Advisory Committee. Such committee shall meet quarterly and advise the City Manager of any recommendations. Proposed changes in the type of health plans are subject to meet and confer in accordance with the Meyers-Millias-Brown Act (MMBA). (1989-90)

**Article XXI. Uniforms**

**Section 1. Uniform Allowance**

a. **Police Department**

(1) Police Department employees who are required by the Chief of Police to wear a City approved uniform shall receive the following:

<u>Effective Date</u>	<u>Description</u>	<u>Amount</u>
February 1, 2005	Uniform voucher upon appointment (Uniform and equipment)	Up to \$400
July 1, 2007	Uniform replacement voucher (Patches, pants, alterations and/or equipment)	Up to \$200 per year

50

-- Uniform Maintenance Allowance \$300 per fiscal year paid at the end of each calendar quarter

(2) Effective July 1, 1995, Police Department employees may use their uniform replacement allowance to purchase Police Department required uniforms and/or equipment not to exceed the cost of one (1) long sleeve polyester shirt and one (1) pair of wool pants pursuant to Whittier Police Department General Order #8. All civilian personnel are required to maintain a presentable uniform and equipment as required in the aforementioned General Order. (1995-98)

**b. Uniforms – Field Service Employees**

- (1) The City agrees to increase the uniforms for all field service employees to eleven (11) in order to provide five (5) uniform changes per week. In addition to uniforms, Building Inspectors will be provided one rain jacket, one pair of rain boots and one pair of coveralls. (1980-81)
- (2) The parties agreed that the City should provide and launder uniforms for employees in the Water, Street, Sanitation, Mechanical, and Parks Departments, to be implemented as soon as practicable after the approval of the necessary appropriation is made by the City Council. (1970-71)

**Article XXII. Other Provisions**

**Section 1. City Revenues, Support**

The Whittier City Employees' Association agrees to actively encourage the public, legislature, Governor and others to maintain/increase local government financing (such as ACA42) and specifically the revenues received by the City of Whittier and to strongly oppose any reduction in revenues received by the City of Whittier (such as the reduction in Vehicle License Fees). The WCEA may use various means to achieve the above including, but not limited to writing letters, placing ads in the media, making personal contacts, etc. (1998-00)

**Section 2. Classification Specifications**

The City and WCEA have met and conferred in good faith as required by law, to the extent such is applicable, on any substantive changes to the City's classification specifications that are within the scope of the WCEA bargaining unit. The class specifications were put in place by action of the City Council effective May 17, 2005, except the class specifications for Code Enforcement Officer and Senior Code Enforcement Officer that were put in place by the City Council effective June 14, 2005. (2005-07)

**Section 3. Departmental Personnel Rules**

The City agrees to maintain a central copy of written intra-departmental personnel rules in the Human Resources Department. (1992-93)

**Section 4. Employee Assistance Program**

The City and WCEA recognize the importance of an Employee Assistance Program and agree that such program be developed and implemented within a reasonable time. The Health Benefits/Medical Advisory Committee will provide recommendations for such program in accordance with the City's health insurance plans. The Employee Assistance Program shall be administered by the Personnel Director. (1989-90)

**Section 5. Jury Service**

The City shall compensate employees for Jury Service at their regular rate of pay (excluding special pay such as shift differential pay, move-up pay, etc.) during their regular work hours for the minimum number of days required by State law or five (5) days whichever is less. In order for this time to be extended, the Jury Supervisor or presiding judge of the court must obtain the prior approval of the City Manager or designee. In the event of a disagreement between the court and the City regarding an employee's jury service, the employee will not suffer a loss of pay. The employee shall be entitled to keep any mileage allowance provided by the Court. The employee shall remit to the City the amount of pay he/she received from the court for jury service. Employees will report to work before and/or after jury service as may be needed by the City. (2000-03)

**Section 6. Labor Management Committees**

Labor-Management Committees may be established at a departmental level subject to the mutual agreement of both parties (the City and WCEA representatives). (1998-00)

**Section 7. No-Smoking**

Effective upon the City's development and dissemination of a Standard Operating Procedure to affected personnel, employees in classifications represented by WCEA shall be prohibited from smoking or using any tobacco products of any kind in City facilities, City parks, and City vehicles at any time. (1990-91, 2013-17)

**Section 8. Performance Evaluation**

- a. The time period in which an employee may submit a written response to his/her performance evaluation shall be 30 days (not 5 working days). The employee's written response shall only address statements contained in the evaluation he/she received, otherwise the written response will be returned to the employee. (2000-03)
- b. If a salary step increase is not granted for a Regular Employee, he/she has the option to meet with their department head within 7 days as to why the step increase should be granted. If the department head is the employee's immediate supervisor, a City Manager designee shall meet with the employee. The employee is entitled to have another person of their choosing present at the meeting whose role shall be in an advisory capacity to the employee. (2000-03)

**Section 9. Promotional Opportunity**

For recruitments posted as Promotional, if only one (1) eligible application is received and the applicable department head determines that the applicant meets the requirements as indicated in the class specification for the promotional classification, subject to the approval of the Human Resources Director, the examination process in the recruitment notice may be waived, the candidate will be appointed to the position and shall attain regular status upon satisfactorily completing the probationary period as provided in the City's Personnel Rules. (2000-03)

**Section 10. Positions**

**a. Vacant Positions**

The City will conduct a recruitment to establish an eligible list upon determining it will fill a vacant position. (Personnel Rules, Article VIII, Section 2, Types of Appointment) (2005-07)

90

**b. Entry Level Positions**

Hourly employees can apply for entry level positions on a promotional basis in the classified service as may be conducted by the City. (Article VI, Examinations, Section 5 "Promotional Examinations") (2005-07)

**Section 11. Safety Committee**

The City's Employee Safety Committee will include a WCEA representative and alternate who will serve in an advisory capacity. (1991-92)

**Section 12. Safety Shoes**

Effective June 29, 1986, the City will revise Standard Operating Procedure No. 41 to indicate that the City will provide one pair of safety shoes to each employee per year. A specified style of safety shoes to be agreed upon by July 31, 1986. A second pair of safety shoes will be provided to an employee during each fiscal year only when substantiated by the employee and approved by the Superintendent. The Standard Operating Procedure No. 41 will also be revised to delete the procedure concerning the purchase of safety jackets. (1986-88)

**Section 13. SOP's**

The City shall provide one (1) copy of the City's SOPs to WCEA including any and all changes or revisions as provided to the City's management staff. (1989-90)

**Section 14. Temporary Employees**

The City will meet and confer with WCEA if the City has a need for full-time (40 hour per week) temporary employees to work more than 1,000 hours in a fiscal year. The temporary positions in the City's Salary Resolution that are subject to the 1,000 hour limit are: Laborer (Temporary), Clerical (Temporary), Library Assistant (Temporary), Parking Lot Attendant (Temporary), and Solid Waste Worker (Temporary).

The City will provide WCEA with a list of the number of the full-time temporary employees in the aforementioned positions and the number of hours they worked on a 3-month basis. The City will modify the Personnel Rules to delete reference to Temporary Employees. In the event of a vacancy in a classified position, the City may appoint a provisional employee not to exceed six (6) months (if due to industrial injury or military leave, not to exceed an additional six (6) months).

The City agrees not to cite the decision on the Jordan grievance concerning temporary employees as a precedent for a grievance filed by a WCEA unit member in the future on a different subject (i.e., the City decision applies only to temporary employees). WCEA in turn agrees not to file a judicial appeal of the City's decision regarding the Jordan grievance on temporary employees. (1993-94)

**Section 15. Transfer/Probationary Period**

An employee who receives an approved transfer shall serve a 12-month probationary period. If the employee does not satisfactorily pass his/her probationary period, he/she would go back to the position from which he/she transferred, unless the reason for not passing the probationary period would be grounds for discipline. If discipline is imposed, the employee retains all appeal rights. (2007-09)

**Section 16. Wage Garnishment**

Effective the first pay period that begins in July 1990, in the event the City is required to garnish the wages of employees in classifications represented by WCEA, the employee will be charged an administrative fee of \$35 per

occurrence and a recurring fee of \$5 for each paycheck in which their wages are garnished. The City shall recover the above fees by deducting the amount from the employee's paycheck affected by the garnishment. The amount of the wage garnishment shall be a maximum of 25% of the affected employee's gross pay unless the amount to be garnished is mandated by a court or other agency empowered to establish the amount of wages to be garnished. (1990-91)

**Section 17. Workers' Compensation/Temporary Disability**

Effective the first pay period that begins in July 1990, the City's payment of State mandated temporary disability, plus a City supplement based on the number of years of City service to eligible employees, shall not exceed the employee's usual net take home pay before the payment of temporary disability benefits. (1990-91)

**Section 18. Written Reprimand**

An employee has the option to meet with their department head to respond to statements in a formal written reprimand within 7 days of its receipt. If the department head is the employee's immediate supervisor, a City Manager designee shall meet with the employee. The employee may have a person of their choosing present at the meeting whose role shall be in an advisory capacity to the employee. (2000-03)

**Section 19. Cell Phone Allowance vs. City Provided Phones**

The City will meet and confer with WCEA during the term of the agreement on impacts to Association members regarding new policy. (SOP #35) (2010-2011)

**Article XXIII. Retirement**

**Section 1. Retirement**

- A. Unless otherwise indicated, applicable to all unit members hired prior to January 1, 2013, and "Classic Members" as defined in the California Public Employees' Pension Reform Act of 2013:

The City's contract with CalPERS for affected employees who are eligible as Local Miscellaneous "Classic Members" includes the following:

- 1. 2.5% at 55 Full formula (California Government Code Section 21354.4).
- 2. One-Year Final Compensation (California Government Code Section 20042).
- 3. Credit for Unused Sick Leave (California Government Code Section 20965).
- 4. Pre-Retirement Optional Settlement 2 Death Benefit (California Government Code Section 21548).
- 5. Third Level of 1959 Survivor Benefits (California Government Code Section 21573).
- 6. Military Service Credit as Public Service (California Government Code Section 21024).

- B. Applicable as to all unit members who are hired January 1, 2013, and after and are "New Members" as defined in the California Public Employees' Pension Reform Act of 2013:

The City's contract with CalPERS for affected employees who are eligible as Local Miscellaneous "New Members" includes the following:

- 1. 2% at 62 Full formula (California Government Code Section 7522.15)

- 
2. Final Compensation based on the average of the highest consecutive thirty-six (36) months (California Government Code Section 7522.32).
  3. Credit for Unused Sick Leave (California Government Code Section 20965).
  4. Pre-Retirement Optional Settlement 2 Death Benefit (California Government Code Section 21548).
  5. Third Level of 1959 Survivor Benefits (California Government Code Section 21573).
  6. Military Service Credit as Public Service (California Government Code Section 21024). (2013-17)

#### CALPERS Formulas

- a. The CalPERS 2.5% at 55 plan was implemented on February 25, 2006, for CalPERS Miscellaneous employees and remains in effect for those WCEA unit members hired prior to January 1, 2013, and for newly hired "Classic Members".
- b. The CalPERS 2 % at 62 plan was implemented on January 1, 2013, for CalPERS Miscellaneous employees hired January 1, 2013 and after and/or designated as "New Members".
- c. The City of Whittier (City) and each Miscellaneous member (Employee) in CalPERS represented by the WCEA shall pay the following contributions for either of these two plans under Section 414 (h)(2) of the Internal Revenue Code as follows:
  1. Each employee shall contribute 8% to CalPERS. For the purpose of the provision to the MOU, the City and employee contributions shall be regarded as "employer pickup" to qualify under Section 414(h)(2) of the IRC. (2005-07)
  2. Effective the first payroll period commencing on or after July 1, 2013, unit employees shall pay one percent (1%) of compensation earnable as additional member contributions pursuant to California Code 20516(a). This subsection applies to all unit members including "New Members". (2013-17)
  3. Effective the first payroll period commencing on or after July 1, 2014, unit employees shall pay one percent (1%) of compensation earnable as additional member contributions pursuant to California Code 20516(a). This subsection applies to all unit members including "New Members". (2013-17)
  4. Effective the first payroll period commencing on or after July 1, 2015, unit employees shall pay one percent (1%) of compensation earnable as additional member contributions pursuant to California Code 20516(a). This subsection applies to all unit members including "New Members". (2013-17)
  5. Effective the first payroll period commencing on or after July 1, 2016, unit employees shall pay one percent (1%) of compensation earnable as additional member contributions pursuant to California Code 20516(a). This subsection applies to all unit members including "New Members". (2013-17)

- AZ
6. "New Members" will pay the same portion of CalPERS costs (employee & employer) as "Classic Members", but never less than 50% of the applicable normal cost member contribution.
  7. The above contributions shall be credited to each employee's CalPERS account and disbursed to the employee or beneficiary pursuant to CalPERS regulations.
  8. The City and the WCEA agree that the City has exercised reasonable diligence in researching and implementing the employer pickup program. The City shall not be held responsible for any changes in State or Federal laws, any public or private rulings, or any interpretation of existing law or regulation that may affect the tax treatment of CalPERS contributions under this Agreement. (2005-07)

**Section 2. Early Retirement Incentive (Golden Handshake):** The City and the WCEA agree to meet and confer on Golden Handshakes if the City decides to use them as a method of workforce reduction. (2010-11)

## **Article XXIV. Association**

### **Section 1. Association Grievance**

The Association may file a grievance on a violation of its MOU with the City that adversely affects each member of the bargaining unit. The grievance shall be in writing and indicate how the bargaining unit members are adversely affected, evidence of the violation and the remedy sought by the Association. The grievance shall be submitted to the Director of Human Resources within 30 days of when the Association knew or should have known of the alleged violation. The Director shall respond in writing to the Association within 30 days following receipt of the grievance.

If the Association disagrees with the Director's response, the Association shall have 10 days to notify the City Manager in writing of the issues in agreement and disagreement. The City Manager shall respond in writing to the Association within 30 days following receipt of the grievance.

Failure of the Association to comply with the above time frames shall render the grievance null and void and it shall not proceed further. (2000-03)

### **Section 2. Agency Shop**

Full-time civilian benefitted employees in the Classified Service of the City of Whittier, who are represented by the Whittier City Employees' Association, as a condition of employment, must either join the WCEA, pay a service fee to the WCEA or claim a religious exemption from this requirement. The Agency Shop Agreement with the terms and conditions is provided as Appendix B.

### **Section 3. WCEA Board**

WCEA Board members will make every effort to conduct WCEA business during non-work hours. The City recognizes that there may be some circumstances in which a WCEA Board member may need to speak to a unit member immediately concerning a work related problem. In the event of an extraordinary circumstance in which a Board member must leave their work location during work hours to assist a unit member with a work related problem, the Board member shall obtain the prior approval of his/her supervisor. (2000-03)

**Section 4. Distribution of Materials**

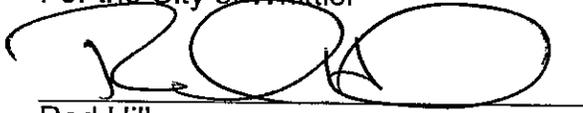
WCEA may submit printed materials for distribution to new employees to the City. Pending City approval of such materials, the City's Personnel Director shall distribute WCEA literature to new employees as part of the orientation packet. (1989-90)

**Section 5. Bulletin Boards**

The City approves the placement of two 16" x 24" glass covered locking case bulletin boards, one in the City Hall coffee room and one at the wash room in the City Yard. (1979-80)

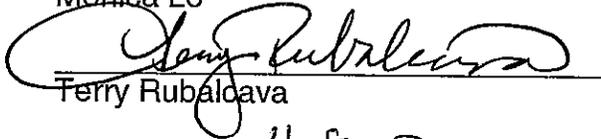
Signatories to MOU

For the City of Whittier



Rod Hill

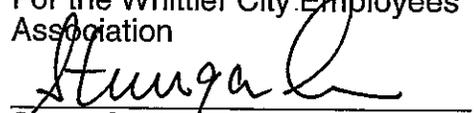
Monica Lo



Terry Rubalcava

Date: 4-8-13

For the Whittier City Employees' Association



Steve Gardner

Kasey Weseloh



Bob Campagne



Rose Ahrendt



Date: 4-8-13