

Comprehensive WCEA MOU

July 1, 2023 – June 30, 2026

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, 2023 through June 30, 2026.

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.

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, 2023, the City will increase the salary ranges for WCEA members by five percent (5%).

Section 2. Effective the first pay period commencing on or after July 1, 2024, the City will increase the salary ranges for WCEA members by four percent (4%).

Section 3. Effective the first pay period commencing on or after July 1, 2025, the City will increase the salary ranges for WCEA members by three percent (3%).

Section 4. One-Time Salary Adjustment: Effective the first pay period commencing on or after July 1, 2023, the City shall increase the salary ranges for Senior Park Equipment Operator by five and one half percent (5.5%). This salary adjustment is in addition to the cost-of-living increase provided to all WCEA members. This salary adjustment does not constitute a cost-of-living increase but rather a one-time salary adjustment.

Section 5. One-Time Salary Adjustment: Effective the first pay period commencing on or after July 1, 2023, the City shall increase the salary ranges for Senior Park Maintenance Worker by ten and one half percent (10.5%). This salary adjustment is in addition to the cost-of-living increase provided to all WCEA members. This salary adjustment does not constitute a cost-of-living increase but rather a one-time salary adjustment.

Section 6. 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. (2017-21)

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)

Article IV. Longevity Pay

Eligibility for Longevity Pay:

1. Regular employees who have completed ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35), forty (40) years of service with the City of Whittier shall be eligible to receive longevity pay effective the first pay period after July 1, 2021. The longevity pay shall be an annualized amount added to the eligible employee's annual base salary that corresponds to the employee's years of service with the City as follows: 10-14 years- \$1,500; 15-19 years- \$2,500; 20-24 years- \$3,500; 25-29 years- \$4,500; 30-34 years-\$5,500; 35-39 years- \$6,500; 40 years- \$7,500.

2. Longevity pay shall be paid to eligible WCEA members on a biweekly basis and not as a single lump sum starting on the eligible member's anniversary date.
3. For the purpose of eligibility, years of service with the City, includes years of service served as a full-time employee only with the City of Whittier.
4. The City will report longevity pay to CalPERS as special compensation pursuant to Section 571(a)(5) of the CalPERS regulations. The City does not make any guarantees or assurance that CalPERS will determine that longevity pay is special compensation that qualifies as earnable compensation.

Article V. 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 VI. 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)

Section 4. For Police Department Records Bureau Employees Only: If an overtime assignment becomes available where there is ten (10) calendar days or

more of advanced notice to the Department of the personnel shortage requiring the overtime assignment, the City will post the overtime assignment availability in a conspicuous location within the workgroup area. To be considered for the overtime shift, employees must sign up by adding their name and date of last overtime shift worked. Employee will be selected for the desired shift based on the date of their last overtime shift (those who have had the longest time since their last overtime shift will have first priority). If an overtime assignment is not filled after five (5) calendar days of posting of the overtime assignment availability, management may assign the overtime assignment in a manner as it sees fit, including on a first come, first serve basis. If an overtime assignment becomes available in the Police Department for civilian employees where there is less than ten (10) calendar days of advanced notice of the personnel shortage requiring the overtime assignment, management may assign the overtime assignment in a manner as it sees fit, including on a first come, first serve basis. It is the responsibility of the employee to ensure that the noted last overtime shift date is accurate.

Article VII. 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 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 VIII. 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 IX. Bilingual Pay

Effective July 1, 2021, 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 (\$145) 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 X. Cell Phone Allowance

Section 1. Police Department Civilian Employees

Police Department employees who are required by the Chief of Police to carry a cell phone 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 cell phone as follows:

Effective Date
May 1, 1992

Classification(s)
Information Services Technician

February 1, 1996

Police Forensic Specialist I/II
Senior Police Forensic Specialist
Property and Evidence Technician
Senior Property and Evidence Technician

July 1, 1998

Section 2. Civil Engineering Assistant/Associate(s)

Civil Engineering Assistant/Associate(s) may be required by the Director of Public Works to carry a cell phone on their person during non-work hours and, in such case shall receive an additional \$50 per month or pro-rated equivalent for each day they actually carry the cell phone.

An employee who receives cell phone allowance, upon receiving a message/call, shall return the message/telephone the 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 XI. Specialty Pay

Section 1. Street Maintenance

A Street Maintenance Worker 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.

Section 4. Police Dispatch Field Training

When a Police Dispatcher is assigned to train, he or she shall receive \$200 per month when actively training a new employee. The decision whether to assign a trainee to a Police Dispatcher shall be made at the discretion of the Chief of Police or his/her designee.

Article XII. 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 Director of Human Resources. Employees shall receive their unadjusted base salary rate if they use sick leave or vacation leave while on Move-Up status. (1988-89)

Article XIII. 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 XIV. 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.

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 XV. 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 XVI. Call Back After 12 Hours

Subject to the exceptions stated herein, an employee who works more than twelve (12) consecutive hours, as a result of an emergency or unscheduled situation, shall take a minimum of a five (5) hour break at the conclusion of the emergency assignment or the supervisor's dismissal, prior to returning to work. If all or a portion of the five (5) hour break overlaps the start of the employee's next regular shift, the City will provide the employee City-paid leave for that portion of the break that overlaps into the employee's next regular shift. Prior to leaving the shift at the end of the emergency or unscheduled situation, the employee shall notify his/her supervisor of the time they will return for the next shift. Notwithstanding the above, as an exception to the five-hour break requirement described herein, in the event that the City requires that the employee return to their next regular shift and there is not a five hour break between the emergency assignment and next regular shift, the employee shall be required to return and work the next regular shift.

Article XVII. 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 will receive \$100 (one hundred dollars) per month above their unadjusted salary rate for each Certificate.

For those Water Division employees who possess a valid Grade 4 level treatment or distribution certificate, they will receive an additional \$100 (one hundred dollars) per month above their unadjusted salary rate for each Certificate.

For those Water Division employees who possess a valid Grade 5 level treatment or distribution certificate, they will receive an additional \$100 (one hundred dollars) per month above their unadjusted salary rate for each Certificate.

This additional Grade 4 and Grade 5 certificate pay shall be paid as a single lump sum on an annual basis in December.

For example, an employee who possesses a valid Grade 4 Treatment certificate, will receive the following:

- \$100 for Treatment G1 paid biweekly
- \$100 for Treatment G2 paid biweekly
- \$100 for Treatment G3 paid biweekly
- \$100 for Treatment G4 paid biweekly
- \$100/month for Treatment G4 paid in December (maximum of \$1200)

The eligible employee shall be paid the \$400 monthly allowance biweekly; plus maximum of \$1,200 paid as a single lump sum in December of the current calendar year.

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. .

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 XVIII. Cross Connection Control Specialist Certification Pay

Cross Connection Control Specialist 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 Cross Connection Control Specialist Pay Program as follows: Water Division employees who possess valid Cross Connection Control Specialist Certificate(s), will receive \$100 (one hundred dollars) per month above their unadjusted salary rate for one Certificate.

Employees are responsible to provide evidence that they possess valid and appropriate Cross Connection Control Specialist Certificates as may be required by the City. Upon City verification that the employee possesses valid and appropriate Cross Connection Control Specialist Certificate(s) under this Program, the Cross Connection Control Specialist Certificate Pay will be implemented at the start of the following pay period. Should an employee's Cross Connection Control Specialist Certificate(s) no longer be valid, the employee shall immediately inform their Manager and Department Head in writing of that fact.

Article XIX. Commercial Driver's License Pay

Employees who possess a valid Class A California Driver's License shall receive \$100 (one hundred dollars) per month above their unadjusted salary rate.

Employees are responsible to provide evidence that they possess a valid and appropriate Class A Driver's License as may be required by the City. Upon City verification that the employee possesses a valid and appropriate Class A Driver's License under this Program, the Commercial Driver's License Pay will be implemented at the start of the following pay period. Should an employee's Class A Commercial Driver's License no longer be valid, the employee shall immediately inform their Manager and Department Head in writing of that fact.

Article XX. Building Inspection Certification Pay

Section 1. Employees working as Building Inspector I/II and Senior Building Inspector/Plans Checker shall obtain and maintain their International Code Council (ICC) Building Inspection Certification or equivalent.

Section 2. Building Inspection Certification 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 Building Inspection Certification Program as follows: Building Inspector I/II and Senior Building Inspector/Plans Checker employees who possess valid Building Inspection Certificate(s), will receive \$100 (one hundred dollars) per month above their unadjusted salary rate for one Certificate.

Employees are responsible to provide evidence that they possess valid and appropriate Building Inspection Certificates as may be required by the City. Upon City verification that the employee possesses valid and appropriate Building Inspection Certificate(s) under this Program, the Building Inspection Certificate Pay will be implemented at the start of the following pay period. Should an employee's Building Inspection Certificate(s) no longer be valid, the employee shall immediately inform their Manager and Department Head in writing of that fact.

Article XXI. Arborist Certification Pay

Section 1. Employees working as Tree Maintenance Supervisor shall obtain and maintain their Arborist Certification.

Section 2. Arborist Certification 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 an Arborist Program as follows: Tree Maintenance Supervisor employees who possess valid Arborist Certification will receive \$100 (one hundred dollars) per month above their unadjusted salary rate.

Employees are responsible to provide evidence that they possess valid and appropriate Arborist Certification as may be required by the City. Upon City verification that the employee possesses valid and appropriate Arborist Certification under this Program, the Arborist Certification Pay will be implemented at the start of the following pay period. Should an employee's Arborist Certification no longer be valid, the employee shall immediately inform their Manager and Department Head in writing of that fact.

Article XXII. 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 XXIII. 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 Thursday 7:30 am to 5:30 pm; 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. 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 5. 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 XXIV. 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> 80 Hours
<u>Upon Completion Of:</u> 5th Year	128 Hours
10th Year	136 Hours
11th Year	144 Hours
12th Year	152 Hours
13th Year	160 Hours
14th Year	176 Hours
19th Year and every year thereafter	184 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, 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 80 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.) In order to cash-in an additional 40 hours of accrued vacation leave, the employee must retain at least 100 hours of vacation leave in his/her vacation bank. An eligible employee shall notify the Human Resources 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.

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) June 19, known as Juneteenth;
- (6) July 4, known as Independence Day;
- (7) The first Monday in September, known as Labor Day;
- (8) November 11, known as Veterans Day;
- (9) The day in November designated as Thanksgiving Day, and the day immediately following such Thanksgiving Day;
- (10) December 24, known as Christmas Eve, the last four (4) hours of scheduled work day;
- (11) December 25, known as Christmas Day; and
- (12) December 31, known as New Year's Eve, the last four (4) hours of scheduled work day.
- (13) Floating Holiday – Employees who have completed six months of City service shall be entitled to twenty (20) 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 up to a maximum of nine (9) hours regardless of the employee's work schedule (such as 5/8, 4/10, or 2/8 + 2/12). If an employee's regular schedule is five eight-hour (a 5/8 schedule), then the employee's holiday pay shall be 8 hours. If a holiday falls under an employee's regular schedule that includes days longer than 8 hours (for example: 4/10, 9/80, or 2/12 + 2/8 schedule), then the employee shall receive 9 hours of pay on the day of the holiday. If a holiday falls under an employee's less than 9 hours workday (for example: 9/80 or 2/8 schedule), then the employee shall receive 8 hours of holiday pay. Should the employee be scheduled to work for less than 9 hours on the day of the holiday, then the employee's holiday shall be the amount of time corresponding to their regularly work hours for the day, e.g. 8 hours. A holiday in this section designated as a four (4) hour holiday shall be 4 hours.

An employee working on the date of the actual holiday as designated in 1-12 above shall be paid at the regular rate of pay for the hours worked. (Example: For a nine (9) hour holiday, a 10 hour per day employee working on December 25 shall be compensated for 10 hours at straight time, plus 9 hours of holiday straight time, plus 4 ½ hours of holiday pay at straight time, resulting in a total of 23 ½ hours of straight time pay.)

If a holiday in 1-12 above occurs on an employee's work scheduled work day and he/she given the holiday off (i.e. the employee does not work on the holiday), the employee will receive up to 9 hours of holiday pay (8 hours, if hours scheduled to work on that holiday is 8 hours; or 4 hours, if a half 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, or 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 9 hours of holiday at straight time, unless the employee's regular work schedule is exclusively 8 hour work days, in which case the employee shall receive 8 hours of holiday 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, June 19, 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 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 Division Employees

a. Effective July 1, 1995, Park Division 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 Division 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. Use of Sick Leave

An employee may use accrued sick leave to recover from illness or injury, or as time off for medical/dental appointments to the extent such appointments cannot be scheduled outside of the workday.

In addition, an employee may use up to one-half of the employee's annual accrued sick leave allotment for the following purposes:

- (1) the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or
- (2) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety. (2017-21)

b. 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)
- e. Effective July 1, 2021, the City agrees to allow Personal Necessity Leave to be used for periods exceeding one (1) workday at a time, but must be used in increments of not less than one (1) hour.

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/California Family Rights Act

- a. An employee on FMLA/CFRA leave may elect to retain and not run concurrently up to forty (40) hours of accrued paid sick leave alongside FMLA/CFRA leave, when the FMLA/CFRA leave is not used to care for a child, parent, spouse or domestic partner.
- 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 five (5) 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."

Section 14. Accrued Leave

Employees will be given the ability to use accrued leave (vacation, sick, and/or personal necessity) after completion of six (6) months of employment.

Article XXV. 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)
- f. Effective August 1, 2017 and through August 1, 2021 only, the City shall pick up all medical and dental premium contribution rate increases. Accordingly, the employees' existing premium contribution rates shall remain the same as they were effective August 1, 2016 through August 1, 2021. (2017-21)
- g. Effective August 1, 2021 and through August 1, 2023 only, the City shall pick up all medical and dental premium contribution rate increases. Accordingly, the employees' existing premium contribution rates shall remain the same as they were effective August 1, 2017 through August 1, 2021.
- h. Effective August 1, 2023 and through August 1, 2026 only, the City shall pick up all medical and dental premium contribution rate increases.
- i. For the term of this Agreement, the monthly premiums will be designated for each of the following categories:

	1-Party	2-Party	Family (3+ Party)
PPO Med/PPO Dent/Vision	\$387.71	\$478.70	\$548.44
PPO Med/HMO Dent/Vision	375.06	465.26	531.90
PPO Med (low-cost)/ PPO Dent/Vision	290.92	358.87	413.10
PPO Med (low-cost)/ HMO Dent/Vision	278.27	346.01	396.57

HMO Med/PPO Dent/Vision	220.33	405.45	548.44
HMO Med/HMO Dent/Vision	207.68	392.59	545.68
HMO Med (low cost)/ PPO Dent/Vision	160.57	292.04	404.83
HMO Med (low cost)/ HMO Dent/Vision	147.92	279.18	388.30
Kaiser/PPO Dent/Vision	188.07	329.02	452.14
Kaiser/HMO Dent/Vision	175.43	316.16	415.61
Kaiser (low-cost)/ PPO Dent/Vision	128.20	220.81	303.40
Kaiser (low-cost/ HMO Dent/Vision	115.56	207.95	286.87

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 to \$50,000 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-Milias-Brown Act (MMBA). (1989-90)

Article XXVI. 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>
July 1, 2021	Uniform voucher upon appointment (Uniform and equipment)	Up to \$545.42
July 1, 2021	Uniform replacement voucher (Patches, pants, alterations and/or equipment)	Up to \$250 per year
--	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 XXVII. Other Provisions

Section 1. City Revenues, Support

The Whittier City Employees' Association may take appropriate measures to actively encourage the public, legislature, Governor and others to maintain/increase local government financing and specifically the revenues received by the City of Whittier, and oppose any reduction in revenues received by the City of Whittier. 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. (2017-21)

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 Director of Human Resources. (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 Director of Human Resources, 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)

In case of a promotion, the employee will be paid the minimum rate of the appropriate pay range or one pay step higher than his/her current pay rate, whichever is higher, provided that the pay increase shall not be less than five percent (5%).

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)

b. Eligibility

All City employees, regular and/or probationary, are eligible to apply for vacant positions.

c. 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)

d. Grace Period for Existing City Employees

Effective July 1, 2021, the City will provide a 10-day grace period to current City employees to apply for job openings after the maximum number of applications has been reached.

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 XXVIII. 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)
 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 XXIX. 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 Human Resources Director 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. New Employee Orientation

In accordance with AB 119, the City shall notify the Board when a new employee is hired into the bargaining unit. The Board will notify the City when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The City shall also upon request provide the Board lists of employees in the bargaining unit. The City shall also provide reasonable paid release time for one Board member to meet with a new employee for the purpose of discussing membership in the Association.

Section 3. Dues Deductions

The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership cards shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

Section 4. Release Time for Meet and Confer

The Association may select a maximum of three (3) members to attend scheduled meetings with the Human Resources Director or other management representatives on subjects within the scope of representation during regular work hours. In addition, they may meet for a maximum of one (1) hour per meet and confer session for the purpose of preparation of such sessions.

Section 5. Maintenance of Membership

Unless prohibited by law, any employee in the Association who has authorized Association dues deductions as of the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding, shall continue to have such dues deductions made by the City during the term of this Memorandum of Understanding; provided however, that any employee in the Association may terminate such dues during the period of October 1 through October 10 of each year of the Memorandum of Understanding by notifying the Association in writing of their election to terminate dues deduction. Such notification shall be delivered in person or by U. S. Mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name, and name of Association from which

dues deductions are to be canceled. The Association will provide the City's Human Resources Office with the appropriate documentation to process dues cancelations within ten (10) business days after the close of the withdrawal period.

Section 6. 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 7. 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 Human Resources Director shall distribute WCEA literature to new employees as part of the orientation packet. (1989-90)

Section 8. 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)

Section 9. Association Leave

All unit members will be granted up to two (2) hours of Association Leave per year during years in which a successor comprehensive MOU is being negotiated with the City. Such leave shall only be used for the purpose of attending negotiations preparation and MOU ratification meetings, and must be pre-approved by the City prior to use. Such leave shall not have any cash value, and unused leave shall expire at the end of the year.

Section 10. Indemnification

In accordance with SB 866, the Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the terms of this Article.

Signatories to MOU

For the City of Whittier



Brian Saeki



Shannon DeLong



Yolanda Martinez



Alice Hui

Date: 10/6/23

For the Whittier City Employees' Association



Robert Martiz



Robin Horton



Saul Ramirez



Gerardo Ibarra



Carolyn Gomez

Date: 10/6/23