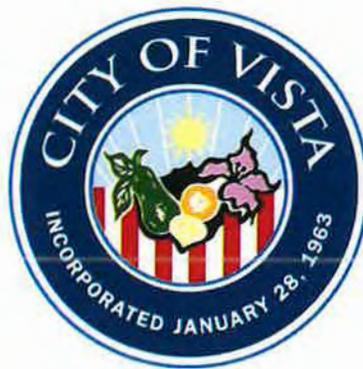


M.O.U.

MEMORANDUM OF UNDERSTANDING



Vista City Maintenance Association

2021 - 2025

**CITY OF VISTA
VISTA CITY MAINTENANCE ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

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CITY OF VISTA - VISTA CITY MAINTENANCE ASSOCIATION

Memorandum of Understanding

1.0 RECOGNITION

1.1 The City of Vista formally recognizes the Vista City Maintenance Association, as the representative for all classifications within the Maintenance Employee Unit. The Maintenance Employee Unit, hereinafter called the "Unit", consists of all full, part-time and provisional employees in classifications listed in Article 2.0 - Unit Represented.

2.0 UNIT REPRESENTED

Fleet Maintenance Worker I/II (V21/V25)
Fleet Maintenance Worker III (V29)
Facilities Maintenance Worker I/II (V17/V19)
Facilities Maintenance Worker III (V23)
Maintenance Worker Trainee (V11)
Park Maintenance Worker III (V23)
Street Maintenance Worker I/II (V17/V19)
Street Maintenance Worker III (V23)
Wastewater Worker I/II (V20/V22)
Wastewater Worker III (V27)
Waterpark Facility Specialist (V23)

The above classifications are represented by the Unit. Changes to this Unit may be made by mutual agreement of the parties.

3.0 IMPLEMENTATION

3.1 This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the City Council. It is agreed that this Memorandum of Understanding shall not be binding upon the parties, either in whole or in part, unless and until said City Council acts on the agreement, adopting in a timely manner the implementing ordinances and resolutions.

4.0 TERM

4.1 The term of the Memorandum shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3.0 - Implementation are fully met; but in no event shall said Memorandum of Understanding become effective prior to 12:01 A.M., July 1, 2021. The effective date of all items herein resulting in cost to the City shall be the first day of the payroll period next following the effective date of the Memorandum of Understanding, unless otherwise specified. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2025.

5.0 RENEGOTIATION

- 5.1 In the event either party desires to renegotiate the provisions of a successor Memorandum of Understanding, such parties shall serve upon the other not later than April 1, 2025, preceding the termination date of the agreement, its written request to commence negotiations. Upon receipt of such written notice and proposals, negotiations shall begin no later than April 15, 2025, unless mutually agreed upon.
- 5.2 The procedure for resolution of impasse is set forth in the City Personnel Rules. For reference, a copy is attached to this agreement in Exhibit "A".

6.0 PURPOSE

- 6.1 It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, co-operation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum.
- 6.2 It is agreed that the members of the Vista City Maintenance Association will cooperate with management and all other City employees to do everything within their power to conduct themselves individually and collectively so as to reflect favorably on, and to improve the public standing of the City.

7.0 PROVISIONS OF LAW

- 7.1 This Memorandum of Understanding is subject to all current and future applicable Federal, State and local laws and regulations. All ordinances, rules and regulations enacted by the City Council shall be subject to the appropriate revisions, amendments and deletions necessary to conform with the purpose, intent and application of the provisions of this Memorandum.
- 7.2 If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal, State or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memorandum shall not be affected thereby.

8.0 CITY AUTHORITY

- 8.1 The authority of the City includes, but is not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in

emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

9.0 EMPLOYEE/ASSOCIATION RIGHTS

- 9.1 Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of the exercise of his or her rights, under this Article.
- 9.2 The Association shall have the right to govern its internal affairs in accordance with the provisions of the Meyers-Milias-Brown Act.
- 9.3 The Board of Directors of the Vista City Maintenance Association may meet to conduct Association business once per month during working hours for one hour. The meetings will be held as approved beforehand by Management. "Working Fridays" are those in which City Hall is open for business. This time is not cumulative and any time not used will be lost. Board members must notify their respective supervisors one day in advance of the meetings.
- 9.4 An employee may request a meeting with the Personnel Officer to facilitate a meeting between the employee and employee's supervisor to discuss a performance evaluation.
- 9.5 Unless prohibited by law, any employee in the Association who has authorized Association dues deductions on July 1, 2018 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 or until a successor is reached; 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 his 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.

10.0 AGREEMENT, MODIFICATION, WAIVER

- 10.1 This Memorandum of Understanding sets forth the full and entire agreement of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements over said matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.

- 10.2 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to negotiate with respect to any subject or matters within the scope of negotiations during the term of this Memorandum of Understanding.
- 10.3 No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any matter be binding upon the parties hereto unless made and executed in writing by said parties and, if required, approved and implemented by City Council.
- 10.4 The waiver of any breach, term or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

11.0 AUTHORIZED AGENTS

- 11.1 For the purpose of administering the terms and provisions of this Memorandum of Understanding:
 - 11.1.1 Management's principal authorized agent shall be the City Manager of the City of Vista, City Hall, 200 Civic Center Drive, Vista, California 92084 (760) 726-1340, or his/her duly authorized representative, except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth in this Memorandum.
 - 11.1.2 The authorized agents of the Vista City Maintenance Association shall be the President of the Vista City Maintenance Association and/or the duly authorized representative of the Association.

12.0 STEWARDS

- 12.1 The Association has the right to designate four (4) stewards. The City will allow stewards a reasonable amount of time to assist with grievances during work hours without loss of pay. The Association shall notify the City in writing of the names of each designated steward by July 1 of each year and of any changes within ten (10) working days of the change. No more than one steward at a time may participate in any one particular matter.

13.0 VISITATION

- 13.1 An authorized agent of the Association will be allowed to visit work areas. He/she has the right to be present at any meeting between a steward and the City and he/she has the right to interview any employee privately, subject to the following rules:
 - 13.1.1 The agent will contact Management and secure approval before the interview; such approval shall not be unreasonably withheld.
 - 13.1.2 The agent will not disrupt normal work.

13.1.3 Meetings will be restricted to matters of employer-employee relations.

14.0 BULLETIN BOARDS

14.1 The City will provide bulletin board space at the City Yard and in the City Hall lunchroom. The Association may use this space for posting announcements, news items, meeting notices, agendas and social activities. Bulletin board material will be subject to City approval.

15.0 DISCIPLINARY ACTION

15.1 Pre-disciplinary Procedures and Discipline

15.1.1 Policy: Prior to any discharge, demotion, pay reduction for disciplinary purposes, or suspension of any regular employee in the competitive service pursuant to provisions of these rules, the following procedure shall be complied with by the Department Director:

15.1.2 Written Notice: Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed action, the charge(s) being considered and a statement as to the seriousness of the charges.

15.1.3 Employee Review: The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and he/she shall be supplied with a copy of the documents.

15.1.4 Employee Response: Within ten (10) City Hall working days after the employee has received written notice as provided above, he/she shall have the right to respond, orally or in writing, or both, at the employee's option, to the Department Director concerning the proposed action.

15.1.5 Temporary Leave with Pay: Notwithstanding the provisions of this article, upon the recommendation of the appointing authority, the Personnel Officer may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken.

15.1.6 Representation: If the employee chooses to respond, he/she may elect to be represented or may choose to represent him/herself in responding to the charges and proposed disciplinary action.

15.1.7 Nature of Disciplinary Action: When considering disciplinary action, the appointing authority shall take into consideration prior disciplinary actions taken against the employee with regard to the progression of severity of such actions taken.

15.1.8 Disciplinary Action: If, after ten (10) City Hall working days of the receipt by the employee of the notice of proposed disciplinary action, the employee has

not responded; or after the Department Director has considered the employee's response, the Department Director shall prepare a decision in writing to the employee specifying his/her findings, the action(s) taken, if any, against the employee, and the effective date(s) of such action(s). The action of the Department Director shall be final unless the employee files an appeal as provided in article 15.2 or, unless the action is a suspension without pay of five (5) days or less. A suspension without pay of five (5) days or less may be appealed in writing to the City Manager within ten (10) days after receipt of the Department Director decision. The City Manager shall hear the appeal within ten (10) days of its receipt and give his/her decision within ten (10) days of the hearing. This decision shall be final.

15.2 Post-Disciplinary Appeals Procedure

- 15.2.1 Policy: Any regular employee in the competitive service, as defined by the Personnel Rules, shall have the right to appeal any of the following disciplinary actions: suspension in excess of five (5) working days, salary reduction for disciplinary purposes, demotion for disciplinary purposes or dismissal.
- 15.2.2 Initiation of Appeal & Content of Appeals Document: An employee wishing to appeal shall file a written statement signed by the appellant with the Personnel Officer within ten (10) working days of receipt of the Department Director's written decision. This shall set forth his/her intention to appeal, the reasons for the appeal, the action desired by the appellant, and whether or not he/she wishes the use of a Hearing Officer.
- 15.2.3 City Manager Review (with no Hearing Officer): Upon receipt of such notice, and if no Hearing Officer is selected, the Personnel Officer shall forward the Department Director's decision and the employee's appeal to the City Manager for his/her review. If the City Manager deems appropriate, or if requested by the employee, a meeting between the City Manager and the employee and/or the employee's representative may be held to discuss the employee's appeal. If the City Manager deems appropriate, he/she may meet with others to weigh evidence. After weighing evidence, the City Manager may then reaffirm, modify or revoke the decision of the Department Director. The decision of the City Manager is final.
- 15.2.4 City Manager Review (with a Hearing Officer): If a Hearing Officer is requested, the Personnel Officer shall set a date for an administrative hearing on the appeal as soon as possible. The Personnel Officer shall notify all interested parties of the date, time and place of the hearing. The hearing shall be conducted in accordance with Article 15.3. The Hearing Officer's findings and recommendations shall be submitted to the City Manager (or his/her designee) for his/her review. If the City Manager (or his/her designee) deems appropriate, or if requested by the employee, a meeting between the City Manager (or his/her designee) and the employee and/or the employee's representative may be held to discuss the employee's appeal. If the City Manager (or his/her designee) deems appropriate, he/she may meet with others to weigh evidence. After weighing evidence and the

Hearing Officer's findings and recommendations, the City Manager (or his/her designee) may then reaffirm, modify or revoke the decision of the Department Director. The decision of the City Manager is final.

15.3 Administrative Hearing Procedures

15.3.1 Request for Hearing Officer: The use of a Hearing Officer may be requested by either the employee or the City Manager (or his/her designee).

15.3.2 Selection of Hearing Officer: The Hearing Officer shall be a neutral professional with relevant experience, education and training to conduct the hearing.

The Personnel Officer shall first contact the State Mediation and Conciliation Service, or some other reputable source that provides qualified hearing officers and request the names of available Hearing Officers.

The list shall consist of an odd (as opposed to even) number of names. The City Manager (or his/her designee) will work with the Association to attempt to mutually select a Hearing Officer from this group. If mutual selection is not reached, the Association and the Personnel Officer shall alternatively strike the names of Hearing Officers until one remains, who shall serve as the Hearing Officer. The City shall bear the full cost of the Hearing Officer. The decision of who will strike first shall be decided by a coin toss.

15.3.3 Conduct of the Administrative Hearing: An informal, administrative hearing shall be held before the Hearing Officer. The appellant shall appear at the hearing in person, unless physically unable to do so. In the conduct of the hearing the appellant shall have the right, at his/her own option and expense, to be represented by another person of his/her own choosing; to the summoning of witnesses in his/her behalf and/or to the employment of counsel. The conduct and decorum of the hearing shall be under the control of the Hearing Officer, with due regard to the rights and privileges of the parties appearing before him/her. The hearing shall be closed. The City shall present its case first. Hearings need not be conducted according to the technical rules of evidence and witnesses. Cross-examination of witnesses shall be permitted. Recording of the proceedings shall be made by the City.

15.3.4 Findings and Recommendations: Such findings and recommendations shall be based solely on evidence taken during the hearing.

15.3.5 Costs: In the event of an appeal of the City Manager decision into the court system, the cost of the transcript, if required, shall be shared equally by the City and the appellant. Any costs of this procedure may be mutually agreed upon by the City and the Association, except as outlined above.

16.0 GRIEVANCE PROCEDURES

16.1 Grievance Defined

A grievance is a complaint of an employee or group of employees initiated on the employee(s) own behalf and arising out of the City's applications or interpretation of existing City rules or practices or provisions of an existing Memorandum of Understanding, except in cases of disciplinary actions which are governed by other provisions.

16.2 Informal Grievance

An informal grievance is one which is discussed between the employee and his/her supervisor and is subsequently resolved, dropped or passed on to the formal grievance level.

16.3 Formal Grievance

A formal grievance is one which has been submitted in writing and which meets all of the following criteria:

- a. The grievance must arise out of and result in a complaint of an employee or employees relating to a working condition, violation of the Personnel Ordinance or Rules, or violation of a provision of an existing Memorandum of Understanding, except in instances where the right of appeal is prohibited by the Personnel Ordinance or Rules;
- b. The grievance must concern specific situations, matters or incidents that have occurred;
- c. The grievance must be within the power of the City Manager to correct;
- d. The grievance must not require the modification of any ordinance, rule or policy established by the City Council or law.

16.4 Grievances Initiated by Employee Only

A grievance shall be initiated and pursued only at the employee's request.

16.4.1 The Association may grieve an issue involving the MOU.

16.5 Time Spent in Grievance Procedure

Grievances may be heard during normal working hours. An employee shall not be compensated for time spent in hearings outside of normal working hours.

16.6 Time Limits

Time limits specified in these procedures may be extended by mutual agreement between the City and the employee. Regularly scheduled days off shall not be counted when applying any of the time limits provided for in these procedures. For this purpose, vacation and sick leave are not considered regularly scheduled days off. Grievances that are not taken to the next step within the time limits will be considered resolved and the employee presumed to be satisfied.

16.7 Combining Grievances

Grievances involving a group of employees or one issue grieved by several employees may be handled as a single grievance.

16.8 No Reprisal

No reprisal shall ever be taken by the City against any employee by reason of his assertion of his/her rights under this rule.

16.9 Informal Grievance Procedure

Whenever possible, every effort will be made to resolve an employee grievance at the informal level. The employee and his/her supervisor should discuss the matter informally and shall attempt to resolve the problem together. The supervisor shall respond to the grievance orally within two (2) days of the original discussion.

16.10 Formal Grievance Procedure

Formal grievances which meet the criteria set forth in Article 16.3 shall be submitted on the form prescribed by the Personnel Officer. The grievance form shall at least contain:

- a. The specific circumstances complained of;
- b. The inequity or damage suffered by the employee;
- c. The relief sought.

The employee may have representation of his choice and such representatives shall be named on the grievance form. The City may limit the number of representatives to one.

16.10.1 Formal (Written) Grievance

If the issue is not resolved to the satisfaction of the employee, the employee may present a written grievance to the supervisor within ten (10) days of the supervisor's oral decision or twenty (20) days of the incident giving rise to the grievance. The supervisor shall respond on the form and present it to his/her immediate superior (if any below the Department Director level) within two (2) days of receipt, and forward a copy of the formal grievance to the Personnel Officer. The superior shall hear the grievance within ten (10) days of receipt and provide a written decision within ten (10) days after the hearing.

16.10.2 Grievance to Department Director

If the issue is not resolved, the employee may present his/her written grievance to the Department Director within ten (10) days of receiving the superior's written decision. The Department Director shall hear the formal grievance within ten days of its receipt and shall render a decision in writing within ten days of the hearing.

16.10.3 Mediation: If the employee is not satisfied with the decision of the Department Director, within 15 calendar days of receipt of the Department Director's decision, the employee or Association may request the grievance

be submitted to mediation. Any costs associated with mediation shall be borne by the Association and/or member.

Upon request to mediate the grievance, the City shall make the formal, written request for a mediator from the California State Mediation and Conciliation Service.

If the grievance was mediated and resolved, the mediator shall be requested to provide a written summary of the outcome; a description of the dispute and the resolution reached by the parties.

If the grievance was mediated and not resolved, the mediator shall be requested to render a written, advisory opinion letter to the employee or Association and City within 15 calendar days of the final mediation session. This opinion is non-binding and is intended to advise the employee or Association and City of the mediator's recommendation to settle the grievance.

16.10.4 Grievance to the City Manager

If the issue is not resolved through mediation, the employee may present his/her written grievance to the City Manager, or his/her designee, shall hear the grievance within ten (10) days of its receipt and provide a written decision within five days of the hearing. This decision shall be final.

17.0 HOURS OF WORK

17.1 This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

17.1.1 Flex Workday. The normal workday for full-time employees participating in the flex program shall be nine (9) consecutive hours of work, exclusive of a lunch period, in a consecutive 24-hour period. In accordance with this program one work day falling within each pay period will consist of eight (8) consecutive hours of work, exclusive of a lunch period in a consecutive 24-hour period.

17.1.2 Non-Flex Workday. The normal workday for full-time employees not subject to the 9/80 flex schedule shall be eight (8) consecutive hours of work, exclusive of a lunch period, in a consecutive 24-hour period.

17.1.3 Flex Workweek. The normal workweek for full-time employees participating in the standardized flex program shall vary during the two week pay period. One week will consist of four (4) nine (9) hour days, one (1) eight-hour day and two days of rest. The other workweek in the pay period will consist of four (4) nine (9) hour days and three (3) days of rest. For all employees who work a 9/80 schedule, their FLSA workweek begins (for payroll calculations purposes) exactly four hours after the start of each employee's workday on the day of the week in which the employee has his/her alternating regular day off. All employees who work a 9/80 schedule will work the same schedule as City Hall.

- 17.1.4 Non-Flex Workweek. The normal workweek for full-time employees not subject to the 9/80 flex schedule shall be five (5) work days and two (2) days of rest in a seven (7) consecutive day period.
- 17.1.5 Changes. Employees shall be scheduled to work on a regular work shift, having regular fixed starting and quitting times. An employee's work schedule shall be made known to him/her and shall not be changed without written notice to the employees.
- 17.1.6 Rescheduling. In accordance with Article 36.0, a schedule may be established, provided that the schedule does not exceed forty (40) hours in a seven (7) day period.
- 17.1.7 The City will notify the Association of its intent to make changes to permanent schedule of employees within this unit. The City agrees to meet and confer with the Association over the impacts of work schedule changes that affect a majority of employees within the unit.
- 17.1.8 Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations which exist at the effective date of this Memorandum.
- 17.1.9 Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional shifts for the purpose of meeting emergency situations over which Management has no control. However, such emergency assignments shall not extend beyond the period of such emergency.
- 17.1.10 The City will make every effort to provide a one week notice when changing an employee's work schedule, except in emergency situations. An employee must adhere to the new work schedule even in the absence of a one week notice, however, an employee may grieve such a situation.
- 17.1.11 For Fiscal Year 2013/14, employees in this unit are assigned to work forty hours per week in a four day/ten hours per day schedule, exclusive of the half hour unpaid lunch period.

17.2 Shift Differentials

Effective September 20, 2007, Employees in classifications represented by the Vista City Maintenance Association, whose entire normal daytime work shift is temporarily moved to nighttime between the hours of 4:00 P.M. and 6:30 A.M., shall be entitled to receive a shift differential payment of 6% to base pay. Notification of shift change will occur per approved MOU.

Shift differentials payments are not included for any hours of paid leave, standby pay, or callbacks, except as required by law.

18.0 BREAK PERIODS

- 18.1 All employees in the Unit are entitled to and shall be granted two (2) fifteen (15) minute break periods in each scheduled workday, consisting of a fifteen (15) minute break period for each four (4) hours of work time. The timing of break periods as permitted herein shall be taken at the discretion of the immediate supervisor.
- 18.2 In the event an employee, who has begun his/her 30-minute lunch period, is interrupted to respond to an emergency call at the direction of the lead worker or management, that employee shall be granted a secondary 30-minute period later in the day but not later than 2:00 p.m. If a full, 30-minute secondary lunch period cannot be offered by 2:00 p.m., the employee shall be compensated with 30 minutes of overtime at time and one half the regular rate of pay and be allowed reasonable time to eat on duty.

19.0 BOOT ALLOWANCE

- 19.1 All employees of this unit shall receive two-hundred fifty dollars (\$250) per year to purchase work boots effective the first pay date in July wherein the majority of the days in the payperiod fall in July rather than June. Employees assigned to the Street Division (to include Storm Drain crew), Wastewater Division and Fleet Maintenance Division will receive an additional two-hundred fifty dollars (\$250) each year for an additional pair of boots. All boots must meet OSHA and department safety standards and are to be used exclusively for work activities.

20.0 TUITION REIMBURSEMENT

- 20.1 If any employee completes with a passing grade a job related class, or a class towards the attainment of a college degree, which has been approved by the Personnel Officer before undertaking same, the employee shall be entitled to reimbursement by the City for the costs of books, tuition and parking.

Prior to beginning such class, the employee shall submit a tuition reimbursement request on forms prescribed by the Personnel Officer to his/ her department head for tentative approval. If tentative approval is granted, the department head shall submit the tuition reimbursement request to the Personnel Officer for final approval. The Personnel Officer shall respond to the request for approval within fifteen (15) workdays.

After finishing the authorized class, the employee shall submit proof of satisfactory completion and receipts for items to be considered for reimbursement to the Personnel Officer. The City shall reimburse the employee for those items designated above and for which receipts are provided, no later than the second payday following such submission. Any books for which the City reimburses under this rule shall become the property of the City. The City's maximum obligation under this rule shall be one-thousand five hundred dollars (\$1,500) per individual employee not to exceed seven thousand five hundred dollars (\$7,500) for all VCMA members combined in any one fiscal year.

20.2 The City shall pay for tuition and books for employees taking classes towards a certificate and/or degree in Public Works Management at Palomar College, as long as the employee receives a grade of "C" or better.

21.0 WORKING OUT OF CLASSIFICATION

21.1 City herein agrees that any employee appointed and required to act in a higher classification than his/her own, and serving continuously in said higher classification for at least 120 consecutive work hours, shall receive the pay established for said higher classification for all such time worked, provided, however, the rate of pay shall be at the lowest step established for said higher classification that results in additional compensation for the acting employee. The City will notify the Association when the employee has worked in a higher classification for more than 160 consecutive hours. The City agrees to meet with Association representatives to discuss the assignment at the request of either party. Nothing in this article shall limit a supervisor's ability to make emergency assignments. This provision shall not apply to acting in any of those positions classified as Management by Resolution of the City Council, unless and until the City Council provides for such additional acting compensation. The time worked in a higher classification may be considered as qualifying experience for future examinations and promotions.

22.0 OVERTIME

22.1 Overtime may be assigned by the immediate supervisor. Scheduled overtime will be assigned on a rotational basis. Each major division (Fleet Maintenance/Parks/Streets/ Wastewater/Facilities Maintenance) will establish a list of employees eligible for scheduled overtime in order of seniority based on total length of service within the division. Temporary, probationary and provisional employees are eligible for scheduled overtime only when no employee on the division's rotational list is available.

Scheduled overtime will be assigned, whenever practical, from the appropriate division's list. The person next in line for overtime will be offered the work. If that person refuses the overtime offer, he/she will not be eligible for scheduled overtime until a full rotation of the list has occurred. The department retains the right to assign lead workers as necessary without regard to the rotational process. The department may make assignments outside of the rotational process if the overtime work requires a specialized skill and/or training, at the department's discretion.

The above procedure does not apply to emergency or unscheduled overtime.

22.2 Overtime will be scheduled in advance if possible. In the event that the employee presents the supervisor with a valid reason for his/her inability to perform overtime work at the time requested then the supervisor will make every effort to find another qualified employee to do the work.

22.3 Any employee who is assigned and works in excess of forty (40) hours in a work period shall be compensated in cash at the rate of one and one-half (1-½) times his/her regular rate of pay.

- 22.4 Employees may request and be authorized, if operations permit, to earn compensatory time off in lieu of cash, pursuant to the provisions of 22.4.1 or 22.4.2 and the City Manager's Administrative Policy on the subject. Earned compensatory time may accrue to a maximum of sixty (60) hours. Employees shall provide 48 hours' notice before using compensatory time.
- 22.4.1 Compensatory time may be requested by the employee at the rate of time and one-half; approval of accrual at this rate is at the discretion of the appointing authority, under guidelines provided by the City Manager.
- 22.4.2 Should the provisions of 22.4.1 not be approved, employees may request payment for overtime in the form of compensatory time in the following formula: The one-half ($\frac{1}{2}$) time increment may be accrued as compensatory time and the remaining time shall be paid as straight hours worked. For example, an employee working two hours of overtime would be paid for two (2) hours and would be eligible to accrue one (1) hour as compensatory time.
- 22.5 Overtime - Leave Time Exclusion Effective July 27, 1991, holiday and sick leave shall count as time worked toward the forty (40) hour work week period in the payment of overtime. Effective July 3, 1999, all paid leave shall count as time worked toward the forty (40) hour workweek period in the calculation of overtime.

23.0 CALL BACK

- 23.1 Whenever an employee is notified after the end of the normal work shift, and has left the work site, that he/she is required to return to work because of unanticipated, unscheduled work requirements, he/she shall receive payment at the rate of one and one-half ($1\frac{1}{2}$) times his/her current hourly rate of pay for a minimum of two (2) hours for each such call back period. This two hour minimum does not apply to situations in which the employee is held over at the end of his/her normal work shift, or for scheduled overtime.

This payment shall cover all time worked during the two (2) hour minimum call back period, including subsequent returns to work during the two-hour period. A new call back period shall begin when an employee, who has been released from work, is called again to return to work after the two hour period has expired.

- 23.2 A callback list will be maintained by the Parks Division for callback duty related to City parks. Employees on this list will be called for parks related call outs first. If no one is available, the remaining divisions' Public Works standby list may be used. Parks employees on the callback list shall not be eligible for standby pay.
- 23.3 After 16 hours of work in a 24-hour period where an employee is called back to work due to an emergency or asked to stay and continue working as the result of an emergency, such employee shall receive four hours paid rest time to recuperate before starting his/her next regularly scheduled shift, provided the following day is a regularly scheduled work day. Such leave time shall not count as hours worked in calculating overtime. Emergencies are defined as incidents that present a threat to public health and safety such as a sewer spill.

23.4 After working overtime as the result of responding to an emergency, an employee may request to use earned accumulated compensatory time following the overtime work, with the understanding that compensatory time is not earned until an employee has worked over 40 hours in his/her "designated work period". Approval of such compensatory time shall be at the discretion of management considering the impact of the absence of operational needs of the City and the need to allow rest time for the employee. Requests for the use of compensatory time following work performed during emergencies shall not be unreasonably denied. In cases where an employee does not have sufficient accumulated compensatory time, but management determines that it is likely that an employee will exceed the 40 hours by virtue of having worked overtime, the use of compensatory time may be authorized in advance of exceeding the 40 hours. However, if for any reason, the 40 hours are not exceeded, the compensatory time shall be paid back by the employee with other accumulated paid leave (excluding sick leave).

24.0 STANDBY

24.1 For all departments/divisions other than the Wastewater classifications, employees may place his/her name on the list for Standby duty at any time of the year. Employees on the standby list shall be on a voluntary basis as long as there are enough employees that volunteer to fulfill the standby duties. If for any reason volunteers are no longer available, the City shall enact mandatory standby procedures as authorized in Personnel Rule 13.4 City Rights, Sections 13.4.9 & 13.4.15.

For all departments/divisions, including Wastewater classifications:

Standby assignments shall be for a period of one (1) week. This list will be published and a copy given to each employee.

An employee may trade with another available employee to fill a standby assignment. In all cases except emergency situations, within twenty-four (24) hours of the beginning of a standby assignment, the employee originally assigned the duty shall be responsible to provide in writing, to the respective Public Works Supervisor, or designee, the name of the employee who is filling the assignment, the date of assignment being covered, and all other necessary information. A trade of less than a full day shall not entitle an employee to standby pay for that time period. An employee working a full day on standby shall receive one-seventh (1/7) of the weekly standby amount.

Effective the first pay date in July 2018 wherein the majority of the days in the pay period fall in July rather than July, employees required to remain in stand-by status and available to respond to emergency situations, shall be paid an additional \$300 per week for such duty, plus an additional \$40 per week for any week in which a holiday occurs. When required to so respond, such an employee shall be paid in accordance with Article 23.0 - Call Back in addition thereto. Such employee shall be furnished with a radio receiving device or pager which will permit him/her to be called to duty on locations without telephone service. Employees on any approved leave are eligible for standby pay if they are available to respond.

Employees who do not respond when on standby status shall not earn standby pay for that day, and may be subject to appropriate disciplinary action for failure to fulfill his/her standby obligation.

Standby pay for holidays only applies to holidays recognized by the City in accordance with Article 28.2.

For Wastewater classifications only:

Wastewater employees who live within the residency requirement, as provided below, shall be placed on the Wastewater classification list for Standby duty.

Effective September 14, 2011, to be on the Wastewater Classification standby list, an employee must live within an area as identified by Google Maps as within 45 minutes response time of the Public Works Department, 1165 E. Taylor Street. All new employees appointed to a Wastewater Worker I, II or III classification, must live within an area as identified by Google Maps as within 45 minutes response time of the Public Works Department, 1165 E. Taylor Street as a condition of employment. New employees must meet this requirement no later than upon completion of their probationary periods unless an extension of time is granted by the Director of Public Works. A Wastewater standby employee includes all employees in the Wastewater classifications, including probationary employees. The City shall maintain the right to return to the residency requirement of 13 miles from Crestview Elementary school upon completion of the trial period.

25.0 SICK LEAVE

25.1 City herein agrees that there shall be no limit on accumulated sick leave, and an employee may use any accumulated sick leave as soon as accrued. Sick leave shall be earned at the rate of eight (8) hours per month of full-time employment, except that sick leave will not be accrued for any time that is credited as leave time without pay.

25.1.1 Permanent Part-time employees shall earn sick leave at a pro-rata rate based on the number of hours worked. For example, a person working one-half time (20 hours per week) would earn one-half the amount of sick leave earned by a full-time employee.

25.1.2 The number of sick leave hours available for use by an employee shall be those hours that the employee has accumulated up to the day preceding the use of sick leave. (For example, an employee who takes leave on a Friday may only use accumulated sick leave as of the close of business on Thursday of the same week.)

25.2 Dependent care leave shall be granted in accordance with state law, which provides that an employee is entitled to use ½ of his/her annual accrued sick leave accrual to care for a family member (i.e., parent, child, spouse, or registered domestic partner).

25.2.1 Upon request to and approval by the appointing authority, up to nine (9) hours per fiscal year of accumulated sick leave may be authorized for personal leave time.

25.3 Retirement Conversion An employee who terminates employment by service retirement with ten (10) or more continuous years of full-time service to the City shall have the following options for converting earned but unused sick leave:

- a. Effective July 2021, an employee may convert 90% of the total number of accumulated, unused, sick leave hours multiplied by his/her base salary at retirement to be left on deposit with the City for payment of retiree group insurance premiums. The employee has the option of receiving up to 25% in cash with the remaining conversion amount to be left on deposit with the City for the payment of retiree group insurance premiums.

For example: An employee retires with 1000 hours of unused sick leave. The employee may convert 90%, which is equal to 900 hours. The employee can:

- ◆ Use all converted hours (i.e. 900) and leave the amount on deposit with the City to pay for retiree group insurance premiums; or
 - ◆ Receive a cash payout of up to 25% of the unused sick leave hours ($25\% \times 1000 = 250$ hours) and convert the remaining amount of unused sick leave hours ($65\% \times 1000 = 650$) to remain on deposit with the City to pay for retiree group insurance premiums; or
 - ◆ Receive a cash payout of a given percentage less than the 25% (e.g., $10\% \times 1000 = 100$) and leave the remaining amount of unused sick leave hours ($80\% \times 1000 = 800$) on deposit with the City to pay for retiree group insurance premiums.
- b. Conversions under this article will reduce the amount of sick leave that can be applied toward CalPERS Service Credit for Unused Sick Leave. For example, an employee converting 600 hours of sick leave to the 25% payout conversion will receive 150 hours of payout and 450 hours of CalPERS Service Credit for Unused Sick Leave.
 - c. The provisions of this article also apply to employees who retire by an ordinary disability retirement, provided that they meet all the requirements of a service retirement, including ten years of continuous full-time City service.
 - d. No payment for unused sick leave will be made until the City has received written confirmation of the employee's retirement from CalPERS.

25.4 Annual Conversion Any employee in this unit shall have the option of converting the unused sick leave accrual for the fiscal year at the rate of two hours of sick leave to one hour of vacation, provided that the employee retains a minimum of eighty (80) hours sick leave accrued at the end of the fiscal year and after use of this conversion option. Each employee interested in this conversion of sick leave shall notify the City in writing of his/her intent to convert sick leave by the end of the last pay period in June. Accrual and use of vacation hours provided under this policy shall be governed by applicable City Personnel Rules. This conversion is only available to employees on the payroll effective July 1 of the new fiscal year.

25.5 The appointing authority may require, after the third day, evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's

absence during the time for which sick leave was requested. This provision applies when an employee is out three days or more.

25.6 Employees qualifying for State Disability Insurance (SDI) benefits may elect to coordinate SDI with unused sick leave, such that the employee receives his/her usual gross salary. Procedures for this benefit are to be set by the Personnel Officer.

25.7 The City and VCMA mutually agree that employees may only use sick leave for illnesses or injuries when they are unable to perform their regular assigned duties.

25.8 The provisions of this section shall not supersede the provision of the Personnel Rules pertaining to Family and Medical Leave. Leaves of absence without pay shall only be approved in those cases where the employee can demonstrate a pressing need for such leave. Prior to the granting of such leave, the employee must first use accrued paid leave that is appropriate to cover the type of absence requested (i.e., sick leave would not be appropriate to cover an absence that would not otherwise qualify for sick leave usage).

25.8.1 Employees who receive State Disability Insurance (SDI) payments during a leave that does not qualify for FMLA are permitted to maintain paid leave balances or integrate paid leave with SDI. Since SDI payments are less than the employee's base compensation, the employee is permitted to integrate SDI with paid leave. Integration means combining SDI payments and paid leave in an amount equal to the employee's base compensation. Employees who receive SDI payments during a leave that does qualify for Family and Medical Leave are required to use paid leave balances as required by Family and Medical Leave, however such use may be by integration with SDI payments.

25.9 The City shall provide a Catastrophic Leave program, effective July 1, 2002 (amended July 1, 2007). This program shall allow VCMA employees to voluntarily donate a portion of their accumulated sick leave hours for use by another employee of the City who has suffered a catastrophic illness or injury or whose immediate family member's (i.e., spouse, registered domestic partner, child, sibling, parent or grandparent) catastrophic illness or injury requires the presence of the employee. The hours donated shall be at the donor's hourly rate. Employees may choose to use their own sick leave accruals for catastrophic leave for an immediate family member before requesting leave from other employees. The implementation shall be at the discretion of the City Manager and within limits delineated in City Council Administrative Policy 100-09.

25.10 The City shall pay out the accumulated sick leave to an employee's designated beneficiary in the event of the employee's death while employed with the City. The sick leave will be paid at the employee's normal hourly rate at the time of death.

26.0 BEREAVEMENT LEAVE

26.1 Employees may, with prior approval of their department head, be granted up to three (3) days of bereavement leave with pay, plus up to an additional two (2) days which shall be charged against earned sick leave to discharge duties arising out of the death

of the father, mother, father-in-law, mother-in-law, grandparent, stepfather, stepmother, brother, sister, husband, wife, registered domestic partner, child, stepchild, or grandchild of an employee or his/her spouse or registered domestic partner. If travel over 300 miles is required, up to a maximum of five (5) days of bereavement leave may be granted with pay.

27.0 VACATIONS

27.1 Each eligible employee shall be required to have served the equivalent of one year continuous service in the City to be eligible to utilize the annual vacation leave; provided, however, the employee's department head may authorize an employee to take accrued vacation earlier if, in the department head's judgment there are valid reasons to conclude that it is in the best interests of the City and the employee that an exception be granted.

27.2 All eligible full-time employees while on paid status shall earn vacation credit at the following rate:

| CONTINUOUS YEARS OF SERVICE | HOURS OF VACATION/YEAR |
|--------------------------------|------------------------|
| One through five (1-5) | 85 hours per year |
| Six through ten (6-10) | 125 hours per year |
| Eleven through fifteen (11-15) | 149 hours per year |
| Sixteen through twenty (16-20) | 165 hours per year |
| Twenty-one or more (21+) | 178 hours per year |

27.2.1 All eligible permanent part-time employees while on paid status, shall earn vacation at a pro-rata rate based on the number of hours worked. For example, a person working one-half time (20 hours per week) would earn one-half the amount of vacation earned by a full-time employee.

27.3 The time during a calendar year when an employee may utilize annual vacation leave shall be determined by the department head with due regard to the wishes of the employee, and particular regard for the needs of the City. Employees with less than 11 years of continuous service shall be allowed to accrue up to 288 hours. Employees with 11 or more years of continuous service, but less than 21, shall be allowed to accrue up to 320 hours. Employees with 21 or more years of continuous service shall be allowed to accrue up to 350 hours. If the requirements of the City are such that an employee must defer part or all of his/her annual vacation in a particular calendar year, the appointing authority shall permit the employee to take such deferred vacation during the following calendar year.

27.4 In the event one or more authorized holidays provided for in Article 28.0 - Holidays fall within an annual vacation leave, such holiday shall not be charged as annual vacation leave, and the vacation leave shall be extended accordingly.

- 27.5 Upon separation from the City, an employee shall be paid for all accrued and unused vacation hours.
- 27.6 Vacation time is accrued on those hours which are considered as time worked. Vacation time is not accrued on any time that is credited as leave time without pay.
- 27.7 Employees shall submit vacation, floating holiday, and compensatory time off requests at least forty-eight (48) hours in advance of when the time off is being requested.
- 27.8 Upon request to and approval by the appointing authority, up to nine (9) hours per fiscal year of accumulated vacation time may be authorized for personal leave time.

28.0 HOLIDAYS

28.1 Holiday Leave

Employees working the 9/80 or 4/10 flex schedule are entitled to eleven (11) days of holiday leave per fiscal year. Employees working the traditional eight (8) hour per day schedule are entitled to twelve (12) days of holiday leave per fiscal year. Holiday leave can be taken in hourly increments.

For accounting purposes, each employee on a flex schedule shall begin with a bank of ninety-nine (99) hours of holiday leave at the beginning of the fiscal year. A flex schedule employee's holiday bank shall be reduced by the number of hours taken for the holiday.

Employees are required to use holiday leave each time a City authorized holiday falls on a day when the employee would normally be scheduled to work. When a City authorized holiday falls on a day when City facilities are normally closed, an additional day will not be authorized as a holiday. When this occurs, no holiday hours will be deducted from employees' holiday banks and employees will be able to use them as holiday leave at another time. Such time must be scheduled in advance and approved by the Department Head with consideration given to sufficient staff being available to continue the efficient operation of the department. Holidays occurring during Leave Without Pay are not earned.

Any holiday leave not used by June 30 of the fiscal year shall be forfeited.

- 28.1.1 Employees beginning employment during the fiscal year will start with a pro-rated holiday leave bank. Hours will be credited as follows:
 - a. Nine (9) hours for each City authorized holiday (per Article 28.2) that has not yet occurred.
 - b. Nine (9) hours of floating holiday time if the employee start date is prior to March 1; four and a half (4.5) hours of floating holiday time if the employee start date is between March 1 and April 30; and no floating holiday leave time if the employee start date is between May 1 and June 30.

28.1.2 Employees terminating employment with the City during the fiscal year will receive payment for unused holiday leave as follows:

- a. Nine (9) hours for each City authorized holiday (per Article 28.2) that has occurred during that fiscal year.
- b. Nine (9) hours of personal floating holiday leave. These nine (9) hours are not associated with any particular holiday.

Necessary adjustments to the holiday leave bank upon termination will be deducted from the final paycheck.

28.2 Authorized Holiday: The City of Vista will authorize the following holidays:

- a. January 1, known as "New Year's Day";
- b. The third Monday in January, known as "Martin Luther King Jr. Day";
- c. The third Monday in February, known as "Presidents' Day";
- d. The last Monday in May, known as "Memorial Day";
- e. July 4, known as "Independence Day";
- f. The first Monday in September, known as "Labor Day";
- g. November 11, known as "Veteran's Day";
- h. The fourth Thursday in November, known as "Thanksgiving Day";
- i. The fourth Friday in November, known as "the day after Thanksgiving";
- j. December 25, known as "Christmas Day";
- k. Any day declared to be a holiday by proclamation of the Mayor, provided, however, that the Mayor shall not declare a holiday except to conform to a holiday declared by the President of the United States or the Governor of California.

29.0 GROUP INSURANCE

29.1 Full-time and part-time employees who are regularly scheduled to work a minimum of thirty (30) hours per week excluding temporary employees, unless authorized by the City Manager, are eligible for a City contribution to the group health and dental insurance premiums for individual employee coverage and for individual employee plus dependent(s) coverage as follows:

Benefit plan years 2019, 2020, and 2021:

- For employees and dependents enrolled in the narrow HMO plan, the City shall contribute 85% of the health insurance premium and employees shall contribute the remaining 15% of the premium.
- For employees and dependents enrolled in the full HMO plan, the City shall contribute 80% of the health insurance premium and employees shall contribute the remaining 20% of the premium.
- For employees and dependents enrolled in the PPO plan, the City shall contribute 76% of the health insurance premium and employees shall contribute the remaining 24% of the premium.

- For employees and dependents enrolled in the Kaiser plan, the City shall contribute 90% of the health insurance premium and employees shall contribute the remaining 10% of the premium.
- For employees and dependents enrolled in the City's dental insurance plan, the City shall contribute 80% of the insurance premium and employees shall contribute the remaining 20% of the premium.

Effective July 1, 2021, the City will cover 50% of cost increases for benefit years 2022 and 2023. In Spring 2023, there shall be a limited reopening of negotiations to discuss lowering the healthcare premiums employees pay. Discussion during this reopener may concern any methods of lowering such premiums including potential increased contributions by the City and/or lowering premiums through raising deductibles.

Permanent part-time employees who are regularly scheduled to work an average of less than thirty (30) hours per week shall be eligible for group insurance. In such cases, the City's contribution shall be prorated based on the employee's regularly scheduled hours per week.

The City agrees that should the City share a greater portion of the premium cost under any health insurance plan and/or coverage that is more advantageous to the employees of the VCEA bargaining unit than it is to employees of the VCMA bargaining unit in any one fiscal year, VCMA employees shall receive the same City-to-Employee premium cost share as received by VCEA employees and such adjusted premium cost share shall be effective the same date as it is effective for employees of VCEA.

29.1.2 Effective the 2015/2016 benefit plan year, the City and VCMA agree to replace the current medical provider, other than Kaiser, with an alternative provider that includes HMO and PPO options. Kaiser will continue to be offered.

The parties agree that the rising cost of health insurance is of paramount importance to both the City and employees. The parties agree that during the term of this MOU it may be necessary to select a different insurance carrier, institute plan design changes, or provide another method of providing coverage in order to maintain premium costs at an affordable level while maintaining substantially the same level of benefits for employees. In the event it is determined through the collaborative process with the health benefits committee that cost-savings may be achieved by one or more of these changes, the parties agree to meet and confer over any proposed change in insurance carrier, plan design or other method of providing coverage, provided that there shall be no change in the premium cost shares for the City and employees as set forth in this MOU. In the event the parties are unable to reach agreement on any changes to insurance carrier, plan design or other method of providing coverage prior to July 1 of each year, the carrier and plans shall remain the same for the following plan year.

29.1.3 The City agrees to hold an open enrollment period in the fall of each year for employees who wish to make changes in their group insurance coverages.

29.2 The City shall pay all premium charges for basic life insurance benefits contracted for by the City. The life insurance plan for employees in this Unit covers each member at one (1) times his/her annual salary up to \$50,000.

29.2.1 The City agrees to offer a supplemental life insurance program to employees of this unit. Participation in the supplemental life insurance program is voluntary, and all premiums resulting from participation shall be paid by the employee.

29.3 The City shall implement and pay all actual premium charges for vision coverage benefits contracted for by the City.

29.4 In the event of an active employee's death, the City shall pay a "Survivor's Benefit" in the lump sum amount of \$25,000 to the employee's designated beneficiary. The maximum payment by the City shall be \$25,000 regardless of the number of beneficiaries.

30.0 MOTOR VEHICLE REIMBURSEMENT

30.1 Employees in the unit shall be reimbursed for use of their private motor vehicles on City business at the established IRS rate. Administration of this mileage reimbursement shall be as set forth in the City's Personnel Rules.

31.0 SALARIES

31.1 Effective the first full pay date in July 2021 that includes more days in the pay period in July than in June, each VCMA classification shall receive a 2.5% salary increase across all steps in the salary range.

Effective the first full pay date in July 2022 that includes more days in the pay period in July than in June, each VCMA classification shall receive a 2.5% salary increase across all steps in the salary range.

Effective the first full pay date in July 2023 that includes more days in the pay period in July than in June, each VCMA classification shall receive a 2.5% salary increase across all steps in the salary range.

Effective the first full pay date in July 2024 that includes more days in the pay period in July than in June, each VCMA classification shall receive a 2.5% salary increase across all steps in the salary range.

31.2 Employees will have the option to receive their pay by check or by direct deposit.

31.3 Premium Pay Stipend. Represented members employed on the date below shall receive an 8% of base salary in a non-PERSable lump sum payment as follows. This premium pay stipend (also called "Essential Worker Premium") is being paid in response to the American Recovery Plan Act of 2021, where the Federal Government has allowed local fiscal recovery funds to be utilized "(B) to respond to workers performing essential work during the COVID-19 public health emergency by providing

premium pay to eligible workers ... that are performing such essential work..." (<https://www.congress.gov/bill/117th-congress/house-bill/1319/text#toc-HA2014788068F45DFB8DF03D5E72AFEE7>). The Essential Worker Stipend be paid no later than November 30, 2021.

32.0 RETIREMENT

- 32.1 The City agrees to pay for all employees in this Unit the seven percent (7%) contribution rate to the employee's account with the Public Employees Retirement System (CalPERS). Beginning July 2003, employees shall contribute 2% towards the employee contribution rate for CalPERS. Employees shall contribute an additional 2% (total 4%) beginning July 2004, an additional 2% (total 6%) beginning July 2005, and an additional 2% (total 8%) July 2006 towards the employee contribution rate for CalPERS. An employee who retires during the second year of the contract shall receive a refund of the contribution made by the employee for that year (July 2003 – June 2004) up to the time of retirement.
- 32.2 The City's retirement plan shall include the Single Highest Year provision to the City's contract with the Public Employees Retirement System.
- 32.3 The City agrees to include an amendment to its contract with the Public Employees Retirement System to implement the Credit for Unused Sick Leave Provision.
- 32.4 The City's contract with CalPERS was amended November 7, 1996 to include the 2% @ 55 retirement formula.
- 32.5 The City's contract with CalPERS was amended June 25, 2004 to include the 3% @ 60 retirement formula.
- 32.6 For employees hired on or after January 1, 2013, who are considered "new members" within the meaning of the Public Employees' Pension Reform Act of 2013:
- a. The retirement formula (2 @ 62), the determination of final compensation and pensionable compensation, and other pension related conditions covered by PEPR shall be governed by the provisions of PEPR.

33.0 DISABILITY INSURANCE

- 33.1 The City agrees to implement State Disability Insurance benefits at City expense.
- 33.2 The City will provide a long-term disability insurance program to include a 90-day elimination period for all employees within the bargaining unit and premiums paid by the City.

34.0 SUBSTANCE ABUSE POLICY

- 34.1 The City and VCMA agree that the use, possession and/or being under the influence of alcohol and/or drugs on the job detrimentally affects the work performance and safety of employees, their co-workers and members of the public. For reference, a copy is attached to this agreement as an exhibit.

35.0 FLEXIBLE STAFFING OF CERTAIN ENTRY-LEVEL POSITIONS

- 35.1 Flexible Staffing means the reclassification of employees in certain entry-level positions to a higher level after a specified period of time.
- 35.2 The following entry-level positions shall be flexibly staffed: Street Maintenance Worker I/Street Maintenance Worker II; Park Maintenance Worker I/Park Maintenance Worker II; Wastewater Worker I/Wastewater Worker II; Fleet Maintenance Worker I/ Fleet Maintenance Worker II; Facilities Maintenance Worker I/Facilities Maintenance Worker II.
- 35.3 The salary of an employee who is reclassified due to flexible staffing shall be determined as follows: After the successful completion of twenty-four (24) months of service (or the equivalent for permanent part-time positions) with satisfactory evaluations and with the Appointing Authority approval, in lieu of a merit step increase, the employee shall be moved to the lowest step of the agreed-upon higher position which grants the employee no less than five percent (5%) increase in compensation. The employee's salary anniversary date shall not change and he/she shall not be required to serve a new probationary period.

36.0 FLEXTIME

- 36.1 Policy: It is the intent of the City to develop and implement a standardized flextime 9/80 work plan during 1993/94, subject to City Council approval. Until a standardized program is implemented, Article 36.1.1 shall apply. Article 36.1.1(a) through Article 36.1.1(c) shall apply for all work plans, whether standardized City wide or by individual departments or work units.

36.1.1 The City will continue implementation of the flextime 9/80 work program on a work unit or division-by-division basis subject to the Department Head's recommendation and approval of the City Manager. The criteria to be used in approving the department/division proposals shall include:

- a. All proposals shall be consistent with the Personnel Rules and the MOU unless modified herein;
- b. There shall be no increased cost to the City as a result of the flexible work program;
- c. The program must provide increased service levels to the citizens;
- d. A majority of the affected employees must indicate their preference to work a 9/80 work program over a traditional 5-day, 40-hour work week.

In the event that a majority of the affected employees indicate their desire to implement a 9/80 work program and the Department Head recommends against implementation, the City Manager's office will review all the considerations and recommendations of the Department Head and issue a final decision.

Once implemented, the 9/80 work schedule shall be mandatory for all employees in a respective work unit or division. In the event that an employee cannot comply with the 9/80 work schedule and requests to remain on a five day, forty hour workweek, the final decision regarding work hours will be made by the City Manager or his designee and shall not be subject to the grievance procedure.

A quarterly review will be conducted by the City Manager's office to evaluate the effectiveness of the program.

36.1.2 Implementation of a 4/10 schedule is addressed in Article 17.1.11.

37.0 FLEXIBLE SPENDING ACCOUNTS

37.1 The City agrees to provide a Flexible Spending Account (FSA) that will enable employees within the unit to use pre-tax dollars for childcare, insurance premiums, and other allowable tax regulations. All program costs incurred shall be paid by the City.

38.0 BILINGUAL PAY

38.1 The City agrees to provide additional compensation in the amount of \$960 per year for the use of bilingual skills as determined by the City. The City will use all qualified employees from this unit for bilingual services. Payment for this service will be paid by a separate check in December of each year. Employees who are not on the list for the entire calendar year will receive a pro-rated allowance (\$80 per month - full months only). Bilingual pay does not accrue during any leave of more than four consecutive weeks. To qualify for and receive bilingual pay, employees must pass a proficiency test as determined appropriate by the City.

39.0 HEALTH REIMBURSEMENT ARRANGEMENT

39.1 The City agrees to provide a Health Reimbursement Arrangement (HRA) program that will enable employees within defined groups to contribute accumulated sick leave, holiday leave, compensatory time, and vacation hours towards an HRA in amounts as set forth below, subject to the rules and regulations of the Internal Revenue Service (IRS). Effective during the 2007/08 fiscal year, and no later than December 2007, the City will establish the HRA program.

39.2 The contribution of leave time to the HRA as noted above shall be limited to a maximum of 50 hours at full hourly value to be placed in the HRA during the 2007/2008 fiscal year. In order to contribute leave hours, the employee's remaining sick leave balance must have a minimum of 80 hours after the conversion. During the 2008/2009 fiscal year, the maximum contribution of leave hours will increase from 50 to 60 hours.

39.3 Upon retirement or separation from employment, it is the City's intent, subject to IRS rules and regulations, to allow employees to contribute amounts to their HRA that they would otherwise receive as payouts. Employees must meet eligibility requirements for

those payouts as set forth in this MOU. Note: "payouts" does not include the conversion of accumulated sick leave to be left on deposit with the City for the payment of premiums for the City's retiree group insurance.

- 39.4 Effective July 1, 2009, the City will suspend contributions to the Health Reimbursement Arrangement provision. This unit did not elect to participate in 2007 or 2008.

40.0 LAYOFF PROCEDURE

40.1 Intent of Procedure. For reasons of economy or efficiency, or in the interest or mandate of the public, reductions or curtailments of City services may be required. In such an event, it may be necessary to lay off one or more City employees. The following procedure is intended to specify the procedure for laying off employees based upon seniority with the City and displacement privileges. The City's decision to abolish a position is not subject to the employees' right of appeal or grievance.

40.2 When a classification to be laid off has been identified, all regular and probationary employees who hold a position in the identified classification shall be listed in the order of their total length of continuous City service. The person with the least seniority shall be designated for layoff.

40.3 Displacement Rights (Bumping)

40.3.1 Regular and probationary employees may displace employees in the next lower classification within the same classification series provided that the employee exercising the displacement privilege has greater total City service seniority than the incumbent in the classification to which the employee is bumping.

Classification Series

1. Street Maintenance I, II and III
2. Wastewater Worker I, II and III
3. Fleet Maintenance Worker I, II and III
4. Waterpark Facility Specialist
5. Parks Maintenance Worker III
6. Facilities Maintenance Worker I, II and III

40.3.2 Regular and probationary employees who have held regular status in a lower classification may displace employees in the lower classification provided that the employee exercising the displacement privilege has greater seniority than the incumbent in the lower classification.

40.3.3 When an employee has held regular status in a different classification series from their current classification, the employee may displace less senior employees in any classification within the different classification series that is lower than the classification held.

40.4 Re-employment Lists. The names of probationary and permanent employees who have been laid off shall be placed on a re-employment list for positions within the employee's former classification and any classifications that the employee would have

had displacement (bumping) rights to had the classification been vacant at the time of the layoff. The names on the list shall be in the order of total length of continuous City service and shall remain in effect for one year, unless sooner re-employed.

When a vacancy occurs, the employee with the greatest seniority shall be appointed to the position.

40.5 Severance Package. Laid off employees shall receive the following severance package.

40.5.1 Salary. The City will pay one month salary to each employee that is laid off. The salary will be included in the employee's final check. Employees will be given an opportunity to adjust their income tax withholding for regular pay but not this lump sum payment as per IRS restrictions

40.5.2 Group Insurance. The City will provide the group insurance coverage listed below to laid off employees for three months following the separation date. Employee contributions will not change through this period.

Medical insurance

Dental insurance

- Vision insurance

- Life Insurance (subject to carrier approval)

Laid off employees will be eligible to continue group insurance under the COBRA program, following the three month period listed above. Eligibility will continue for a period of eighteen months or longer in accordance with Federal and/or State law.

40.5.3 Temporary Employment. The City will consider the re-employment list when filling temporary vacancies.

40.5.4 Job Listing. Laid off employees will be sent a listing of public sector job openings weekly for the period of time they are on the re-employment list, or until the employee requests that the lists be discontinued. The list will be compiled from job notices available to Human Resources. The City shall not be liable for failing to notify the employee of any job openings.

40.5.5 Job Transition Workshop. A career transition/job search workshop will be offered to all employees scheduled for layoff. No leave time will be charged to the employees attending. Attendance by the employees will be voluntary.

40.5.6 Sick Leave Conversion. Employees being laid off may convert unused sick leave to vacation at a ratio of 3 hours sick leave to 1 hour vacation. The maximum City payout under this conversion will be 32 hours per employee.

40.6 The City shall provide at least 10 calendar days written notice to the Association, or their designated agent, of the intent to layoff any VCMA member(s) and agree to immediately meet and confer with the Association over the impact and effect of the layoff.

41.0 INDUSTRIAL DISABILITY

- 41.1 The City shall provide Worker's Compensation benefits for all employees as required by State Law.
- 41.2 Industrial Disability Compensation Procedures: An employee absent from work as a result of injury or illness covered by Worker's Compensation shall utilize sick leave for the first three (3) days of industrial disability leave. Beginning on the fourth day of absence from work for industrial disability leave, the employee shall be paid accrued sick leave to supplement any due temporary disability benefits up to an amount which results in the employee receiving his/her usual gross salary. If the employee has no accrued sick leave or if the employee depletes his/her sick leave accrual during the industrial disability leave period, the employee shall be given the option of his/her accrued vacation and/or compensatory time to supplement any due temporary disability benefits or shall be placed on industrial disability leave without pay. During a period of industrial disability leave without pay, any due temporary disability payments will be made directly to the employee from the City or from the City's adjusting firm and no City payroll check will be issued to the employee. During this period, all payroll deductions will be suspended; retirement contributions by the City will also be suspended. The City will pay its share of employee and dependent group insurance premiums as outlined in the City Personnel Rules. In accordance with existing Workers' Compensation law, the first three (3) days after an injury shall be compensated if an employee is hospitalized, or if time off the job lasts more than fourteen (14) days.
- 41.3 Documentation of Industrial Disability Leave: All City employees who lose time from work as a result of injury or illness covered by Workers' Compensation shall receive a medical examination and, when required, treatment. The Human Resources/Risk Management Department may approve industrial injury leave without medical examination on the day of injury. Medical treatment documentation forms prescribed by the The Human Resources/Risk Management Department shall be returned to the City whenever an employee loses time from work as a result of treatment for an industrial disability injury or illness. All industrial disability leave shall be documented on a City of Vista Employee Leave Report form.
- 41.4 Termination for Medical Reasons: If any employee is determined, through review of medical evidence, to be physically or psychologically disabled to perform the duties of his/her position due to industrial injury/illness, the employee may be terminated for inability to perform the duties of his/her position. Such termination may occur after 12 months of cumulative industrial disability leave or earlier if the medical evidence indicates that the disabling medical/psychological condition is permanent and stationary. Pursuant to the Personnel Rules, the City will make such efforts to place the disabled employee in such a position where his/her disability will not affect the performance of duties or endanger him/herself or others. Termination for reasons of medical or psychological disability shall be preceded by written notification to the employee of the intent to terminate and citing the medical/psychological reasons for the termination. If within ten (10) City Hall working days, the employee so requests, the Department Director shall provide an opportunity for the employee to respond to the psychological/medical findings in writing or orally and such response shall be

considered before taking any action. A written decision shall be provided to the employee within ten (10) City Hall working days following receipt of the employee's response. The decision of the Department Director may be appealed to the City Manager or Hearing Officer pursuant to the procedures applicable for the appeal of a dismissal. The decision of the City Manager shall be final.

An employee who is involuntarily terminated under this Article shall have access to due process rights to which he/she is entitled.

- 41.5 Designation of Personal Physician: Pursuant to guidelines established in the Labor Code and Workers' Compensation Rules and Regulations, any employee may notify the City in writing of the name of his/her personal physician for treatment of Workers' Compensation injuries which may occur after the date of such notice.

42.0 PROVISIONAL EMPLOYEES

- 42.1 After completion of eighteen (18) continuous months of a single incumbent provisional appointment, the City will initiate an open competitive recruitment to fill the position with a probationary appointment. The provisional time that counts towards the 18 months is restricted to continuous time served after July 1, 2009 by a single incumbent.
- 42.2 Provisional employees may be hired for reasons authorized by the Personnel Rules. They serve at the will of the appointing authority. As such, pursuant to the City's Personnel Rules provisional employees may be removed from service at any time for any reason without the right of appeal or hearing.
- 42.3 Provisional employees may accrue fringe benefits as authorized by the City Manager.
- 42.4 The following contract articles do not apply to provisional employees: 15.0 Disciplinary Action, 19.0 Boot Allowance, 20.0 Tuition Reimbursement, 38.0 Bilingual Pay.

43.0 SPECIAL PROJECT WORK

- 43.1 The use of employees will be considered to perform special project work in lieu of contracting for those services, when feasible. Special project work is defined as those projects for which the employees have the skills and abilities to perform, but cannot be assigned within the normal work periods because of on-going maintenance commitments and regular workload demands. When considering the need for contract services, the department may contact employees and offer them the opportunity to perform this work, in addition to their regularly assigned duties. This may be done when the cost of performing the work, including overtime rates, supplies and equipment costs, are less than the estimated cost of contracting for this service. The City retains sole discretion on whether the work will be performed by a contractor or employees.

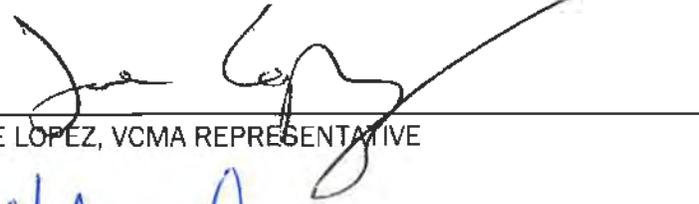
44.0 UNIFORMS

The City will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms. The City will report the uniform allowance on a biweekly basis to CalPERS to coincide with payroll reporting. The uniform allowance amount reported to CalPERS will derive from the City's contracted vendor agreement for providing and maintaining the employee's uniforms, not to exceed \$425 per year, per employee.

FOR THE VISTA CITY MAINTENANCE ASSOCIATION:



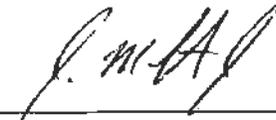
REDO HERNANDEZ, VCMA REPRESENTATIVE



JOE LOPEZ, VCMA REPRESENTATIVE



GERARDO OLIVEROS, VCMA REPRESENTATIVE



JUAN CASTRO, VCMA REPRESENTATIVE

FOR THE CITY OF VISTA:



DOLORES GASCON, HUMAN RESOURCES DIRECTOR



ANNA SEMENOV, PRINCIPAL HUMAN RESOURCES ANALYST



KAITLYN ELLIOTT-NORGROVE, MANAGEMENT ANALYST

EXHIBIT "A" - IMPASSE PROCEDURE

Impasse Procedure-General Employees:

If the meet and confer process has reached impasse, either party may initiate the impasse procedure by filing a written notice of impasse on the other party and with the Public Employment Relations Board. All impasse procedures shall be governed by the Meyers-Milias-Brown Act.

EXHIBIT "B" – GENERAL WORK RULES

PERSONNEL RULES EXCERPT:

RULE 18.0 - GENERAL WORK RULES

18.1 Purpose and General Information

In order to maintain an orderly and safe place to work, the following work rules have been established. These rules are not meant to be exhaustive, but are a general outline of behavior or actions that are not acceptable for employees of the City of Vista. The rules are established to ensure that all employees are aware of these rules and are aware that documented, willful violation of these rules may result in disciplinary action.

Individual departments may have individual work rules and regulations specific to their own operation. These rules shall be maintained in writing, and shall be made available for all employees of the department and posted in a conspicuous location.

18.2 Responsibility for Communication of Rules

Supervisors have the primary responsibility of communicating and interpreting these rules. If employees have questions regarding the rules, the supervisor should be consulted for clarification.

18.3 Severity of Infraction

The nature of disciplinary action taken depends on the severity of the offense, the nature of the offense and the circumstances surrounding the offense. All of these must be considered by the supervisor when determining when and if disciplinary action should be taken.

18.4 General Work Rules

No employee shall engage in, encourage or assist in any of the following activities or behavior:

- 18.4.1 Any deliberate falsification or misrepresentation of information in connection with the preparation of City records, documents or correspondence including an application for employment.
- 18.4.2 Falsifying one's own time sheet or the time sheet of another employee.
- 18.4.3 Deliberately and knowingly disclosing information known to be confidential in nature.
- 18.4.4 Stealing, willful damage, willful abuse or willful destruction of City property or the property or equipment of another employee or the public.
- 18.4.5 Removing City property from City premises without authorization/permission.
- 18.4.6 Reckless driving or illegal operation of a City vehicle.
- 18.4.7 Unauthorized use of City property or City vehicles.

- 18.4.8 Repeated documented personal use of City telephones.
- 18.4.9 Possession or use of illegal drugs on City premises or while on duty.*
- 18.4.10 Unauthorized or illegal use of any firearms or unauthorized possession, conveyance or storage of explosives or other dangerous weapons on City premises.
- 18.4.11 Consumption of intoxicating beverages while on duty* or while in City uniform. Exceptions may be made in the event of a City-sponsored function at which such beverages may be served.
- 18.4.12 Being at work under the influence of intoxicants to the extent that it affects job performance or safety of oneself or others.
- 18.4.13 Indecent or morally offensive behavior while on duty*, which is in violation of State, County and/or Federal law.
- 18.4.14 Fighting, coercing, interfering with or threatening injury to other employees, the public or supervisors.
- 18.4.15 Careless, reckless or unsafe conduct, endangering the employee him/herself, fellow employees, the public or City or private property.
- 18.4.16 Discourteous treatment of the public, fellow employees or supervisors.
- 18.4.17 Unauthorized sleeping while on duty.*
- 18.4.18 Deliberately delaying or restricting services or work efforts or inciting others to do the same.
- 18.4.19 Selling, soliciting or distributing literature or goods on City premises and time without permission.
- 18.4.20 Posting unauthorized material on City bulletin boards or removing or defacing notices thereon without permission. City bulletin boards are considered to be those bulletin boards located on City premises in facilities furnished and maintained by the City.
- 18.4.21 Leaving regularly assigned work locations without supervisor's knowledge and permission except to take usual breaks and lunch periods or to perform assigned work duties.
- 18.4.22 Deliberate failure to observe scheduling rules regarding assigned workdays, starting and quitting times, breaks and lunch periods established by a supervisor.
- 18.4.23 Misuse of time on the job.

- 18.4.24 Unauthorized tardiness or excessive absenteeism.
- 18.4.25 Insubordination, including refusal to perform work as directed by a supervisor, except in such cases where the activity directed or the equipment involved is unsafe.
- 18.4.26 Unsatisfactory, negligent or incompetent work performance.
- 18.4.27 Political campaigning of any kind on City premises, while on duty or while in a City uniform or using one's official City title or position in connection with political campaign literature or activities.
- 18.4.28 Any form of harassment or discrimination in the workplace. This includes but is not limited to harassment or discrimination based on sex, race, national origin, religion, disability, age, or sexual orientation.
- 18.4.29 Unauthorized absence.
- 18.4.30 Abuse of sick leave privileges.
- 18.4.31 Dishonesty.
- 18.4.32 Any act or acts which are incompatible with or contrary to the public service.

*NOTE: On duty time is considered to be the hours of each working day that employees are expected to be performing their duties, excluding lunch periods.

EXHIBIT "C" - SUBSTANCE ABUSE POLICY

June 27, 2002

PURPOSE

It is the policy of the City of Vista to maintain a safe, healthful and productive work environment for all employees. While the City has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers, the public, and themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City management personnel and employees. To that end, the City will act to eliminate any substance abuse (involving alcohol, illegal drugs, prescribed medications, or any other substance which could impair the employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, or damage to the City's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including discharge.

POLICY

- A. It is City policy that employees shall not be under the influence of or in possession of alcohol or drugs in City vehicles, at work locations, while on duty, or while engaged in any activity where the employee is in paid status representing the City; sell or provide drugs or alcohol to any other employee or person while such employee is on duty, nor have their ability to work impaired as a result of the use of alcohol or drugs.
- B. While use of medically prescribed medications (either "over-the counter" or those specifically prescribed for the employee) is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment can result in discipline, up to and including discharge. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications, clearance from a qualified physician may be required.

- C. The City reserves the right to search, subject to state and federal law, when there is a "reasonable suspicion" (see Section 5) that an employee may have a controlled or illegal substance in his or her possession all areas and property in which the City maintains control or joint control with the employee. Areas in which the City maintains full control include, but are not limited to, all City-owned properties, buildings, and equipment. Areas jointly controlled by the City and employee include, but are not limited to, desks, file cabinets, office cabinets, and bookshelves. Additionally, the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.
- D. Refusal to submit immediately to an alcohol and/or drug analysis (examination of urine, blood, breath, and/or other designated medical or chemical tests for evidence of drug and/or alcohol use) when requested by City management may constitute insubordination and may be grounds for discipline up to and including discharge.
- E. Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work, or from starting work, and shall be detained until a supervisor or department head can safely transport the employee from the work site to a testing facility to be tested at the City's expense, and then transported home. The employee shall be paid for such time absent from work when he/she was tested. Pending receipt of the drug test results, the employee will be allowed to return to his/her normal duties the following workday unless circumstances suggest that the employee should be placed on administrative leave with pay. The City, in its sole discretion, shall determine if administrative leave is required.
- F. The City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees are encouraged to contact the EAP counselor for additional information. All contacts with the EAP are strictly confidential unless the employee so instructs otherwise.

APPLICATION

This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

EMPLOYEE RESPONSIBILITIES

An employee must:

- A. not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- B. not possess or use alcohol or impairing drugs (illegal drugs and prescribed medications without a prescription made out to the employee) during working hours, breaks, anytime while on City property or in City vehicles, or while engaged in activity where the employee is in paid status representing the City;
- C. not directly or through a third party sell or provide controlled substances to any person, including any employee, while either employee or both employees are on duty or off duty;
- D. submit immediately to an alcohol and/or drug analysis when requested by the Personnel Officer when there is a "reasonable suspicion" and,
- E. notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment; and,
- F. provide within 24 hours of request bona fide verification of a current valid prescription (in the employee's name) for any potentially impairing drug or medication identified when an alcohol and/or drug analysis is positive.

Employees should also be aware that random testing for a period of one year may be required as a condition for return to employment following completion of a treatment or rehabilitation program for alcohol or drugs. If follow-up testing is required, the City will pay for the first follow-up test and all subsequent follow-up tests that are negative. An employee whose first follow-up test is positive shall assume full responsibility for all subsequent follow-up testing.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Department Heads, managers, and supervisors are responsible for reasonable enforcement of this policy.
- B. A Department Head, manager, or supervisor may request that an employee under his/her direct supervision submit to an alcohol and/or drug analysis when he/she has a "reasonable suspicion" that an employee is intoxicated or under the influence of drugs or alcohol while on the job.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a responsibly prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the ability to perform his/her job safely is reduced.

Examples of conduct that may constitute reasonable suspicion include, but are not limited to:

1. Slurred speech.
2. Alcohol odor on breath.
3. Unsteady walking and movement.
4. Accidents caused by negligence.
5. Physical altercation.
6. Verbal altercation.
7. Unusual behavior.

- C. The supervisor requesting an employee to submit to an alcohol and/or drug analysis must document in writing a Performance Impairment Report, on file in the Personnel Department, detailing any reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
- D. The supervisor encountering an employee who refuses an order to submit to an alcohol and/or drug analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Refusal to submit to a test shall be documented by the supervisor and may be deemed insubordination. (Any employee who refuses to submit to a drug and/or alcohol analysis shall not be forced to submit to such testing.) Where there is a reasonable suspicion that the employee is under the influence of alcohol or drugs, the Department Head or designee should arrange for the employee to be safely transported home.
- E. Department Heads and supervisors shall not physically search employees, nor shall they search the personal possessions of employees without their freely given written consent and in the presence of the employee.
- F. Managers or supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.

PHYSICAL EXAMINATION AND RESULTS

A. Physical Examination

The drug and/or alcohol analysis may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medication, alcohol, heroin, cocaine, morphine and its derivatives, P. C. P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids. Testing will be conducted at WorkPartners Occupational Medicine. Should the City determine that it is necessary or desirable to change the medical testing facility the City will meet and confer prior to making such changes over any matters within the scope of representation in accordance with Government Code 3500 et sec.

B. Testing Procedures

1. When a supervisor has established a reasonable suspicion that an employee may be under the influence of a controlled substance based upon specific observations, the supervisor shall contact a management employee to confirm the reasonable suspicion. The supervisor shall also contact an Association representative to inform the representative of the immediate situation. If, after reasonable efforts, an Association representative cannot be reached, the City may proceed with the testing.
2. An employee, after being informed of the observations establishing reasonable suspicion and of the requirement for immediate fitness for work examination shall be taken to the medical facility by a City representative. The employee will be required to sign consent forms authorizing: (a) the medical facility to obtain a urine sample; (b) the testing laboratory to release the results of the testing to the medical facility for physician review and to the City of Vista; and (c) at the employee's discretion, to the Association.

By signing these consent forms, the employee does not waive any claim or cause of action under the law. An employee's refusal to sign the release shall constitute a refusal to be examined and tested, and the employee shall be subject to discipline.

3. In an effort to protect individual privacy, employees will not be subject to direct observation while rendering urine samples. If the employee provides urine samples that contain confirmed evidence of any form of tampering or substitution, the act shall constitute a refusal to be tested and the employee shall be subject to discipline up to and including discharge.

C. Test Results

1. Screening for nine drug groups shall be performed by enzyme immunoassay. Each sample shall be analyzed individually for each of the nine drug groups, and each immunoassay shall be calibrated specifically for the analyzed drug. Specimens which are deemed negative shall fall below the following established levels:

| | |
|-----------------|------------|
| Benzodiazepines | 300 ng/mL |
| Methadone | 300 ng/mL |
| Amphetamines | 1000 ng/mL |
| Barbiturates | 200 ng/mL |
| Cocaine | 300 ng/mL |
| Methaqualone | 300 ng/mL |
| Opiates | 300 ng/mL |
| Phencyclidine | 25 ng/mL |
| Cannabinoids | 100 ng/mL |

All samples screened positive by immunoassay shall be confirmed by gas chromatography/mass spectrometry (GC/MS). The confirmatory tests shall be performed for the specific drug(s) detected by the screening tests.

2. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the City shall direct, in writing, the laboratory who conducted the primary test to provide the split specimen to another certified laboratory for analysis. The certified laboratory which tests the split specimen is determined by the employer. If the split specimen test comes up positive, the cost for the split specimen shall be paid by the employee. If the split specimen test comes up negative, the City will pay for the cost of the test.
3. If an alcohol or drug analysis is confirmed positive, the City shall conduct an investigation to gather all the facts prior to making a decision regarding potential discipline. Any decision to discipline an employee will take into consideration the facts of each case, the employee's overall performance record, the employee's willingness to enter into treatment, and the prospects for rehabilitation.
4. If an alcohol or drug analysis is confirmed to be negative, the negative test results shall be documented on the Performance Impairment Report and shall not appear in the employee's personnel file.

CONFIDENTIALTY

Performance Impairment Reports, laboratory reports or test results shall not appear in an employee's general personnel file. Information of this nature will be filed in a separate confidential medical folder. As provided for in the Medical Information Consent Form, the reports or test results may be disclosed to City management on a strictly need-to-know basis as determined by the Personnel Officer. Copies of the lab test results will be provided to the employee. Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) statistical information is needed to administer an employee benefit plan; or, (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

REHABILITATION

Employees who have problems with drugs or alcohol are encouraged to seek voluntary treatment and rehabilitation. The City has established an Employee Assistance Program (EAP) to assist with such problems. The EAP provides counseling services and will assist employees in referrals to appropriate programs. The City's health insurance programs may also provide benefits covering alcohol and drug abuse. Volunteering for treatment or rehabilitation will not, however, automatically eliminate the risk of discipline where violation of this policy has been determined. If an employee enters a treatment or rehabilitation program, the following will apply:

- A. The employee may be granted a leave of absence with or without pay in accordance with the City's Personnel Rules. Accrued sick leave will also be approved in conjunction with such leave of absence.
- B. The employee may be required to sign a "last chance agreement" in which he/she promises to complete the treatment or rehabilitation program acceptable to the City and to comply with other terms stated therein. Any and all costs associated with a required treatment or rehabilitation program shall be borne by the employee.

RESOLUTION NO. 2024-3

A RESOLUTION OF THE CITY COUNCIL OF THE CHARTERED CITY OF VISTA, CALIFORNIA, APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF VISTA AND THE VISTA CITY MAINTENANCE ASSOCIATION AND REPEALING THE PROVISIONS OF ANY RESOLUTIONS IN CONFLICT HEREWITH

The City Council of the City of Vista does resolve as follows:

1. Findings. The City Council hereby finds and declares the following:

A. Authorized representatives of the City of Vista have met and conferred with representatives of the Vista City Maintenance Association (VCMA), a recognized employee organization representing certain employees of the City of Vista. The City Council approved a Memorandum of Understanding with VCMA by adoption of Resolution 2021-132 on August 10, 2021.

B. As a result of the meet and confer process a Letter of Agreement has been reached with the representatives of VCMA for implementing changes to the existing Memorandum of Understanding. These changes concern temporary employees in compliance with recently enacted Assembly Bill 1484.

C. The City Council desires to approve a Letter of Agreement with VCMA.

2. Action.

A. The Letter of Agreement by and between the City of Vista representatives and the representatives of the Vista City Maintenance Association, a copy which is on file and available for inspection in the Office of the City Clerk and incorporated herein by reference, is approved.

B. The City Manager is directed and authorized to take all necessary and appropriate action with respect to implementation of the terms and conditions of the Letter of Agreement.

C. The provisions of any resolutions in conflict herewith are repealed and shall be of no further force or effect after January 9, 2024.

[Continued on page 2]

RESOLUTION NO. 2024-3
CITY COUNCIL OF THE CHARTERED CITY OF VISTA
PAGE 2

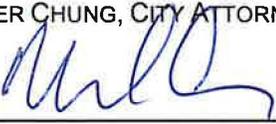
3. **Adoption.** PASSED AND ADOPTED at a meeting of the City Council of the City of Vista held on January 9, 2024, by the following vote:

AYES: Mayor Franklin, Green, Contreras, Melendez, O'Donnell

NOES: None

ABSTAIN: None

APPROVED AS TO FORM:
WALTER CHUNG, CITY ATTORNEY

By:  _____

APPROVED
Walter C. Chung
20231221092312



JOHN FRANKLIN, MAYOR

ATTEST:
KATHY VALDEZ, CITY CLERK

By:  _____

**Letter of Agreement Between
The City of Vista and
The Vista City Maintenance Association**

Representatives from the City of Vista ("City") and the Vista City Maintenance Association ("VCMA") have met and conferred regarding the implementation of the following changes to the Memorandum of Understanding (MOU):

45.0 TEMPORARY EMPLOYEES

45.1 Temporary positions are defined in section 4.1.4 of the Personnel Rules.

45.2 Temporary positions are "at-will" and have no guarantee of hours.

45.3 Temporary Employee Benefits.

Temporary employees in this Bargaining Unit shall be eligible for the following benefits:

45.3.1 Retirement. Temporary employees shall be enrolled in a federally compliant program for part-time, seasonal employees. Employees who work more than 995 hours in a fiscal year shall be enrolled in PERS in compliance with Section 30.0 of this MOU.

45.3.2 Sick Leave. Temporary employees shall receive sick leave in accordance with Administrative Policy 15-1, Sick Leave for Temporary Employees.

45.3.3 Group Insurance. Temporary employees of this unit shall be eligible for Group Insurance upon completion of 1,560 hours within the City's 12-month lookback period.

45.3.4 Bereavement Leave. Temporary employees of this unit shall be granted Bereavement Leave in accordance with City Personnel Rule 9.3 Bereavement Leave.

46.3.5 Grievance Procedures. Temporary employees of this unit shall follow the Grievance Procedures outline in Article 16.0 of this MOU.

Except as indicated above there are no other changes to the parties' MOU.

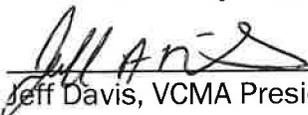
For the City of Vista:



John Conley, City Manager

12/21/2023
Date

For the Vista City Maintenance Association:



Jeff Davis, VCMA President

12/19/23
Date