

**RESOLUTION NO. 2023-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY  
APPROVING A MEMORANDUM OF UNDERSTANDING AND SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF CRESCENT CITY AND THE CRESCENT CITY MANAGEMENT  
EMPLOYEES ASSOCIATION FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2025**

**WHEREAS**, California Government Code Section 36506 requires that the City Council fix, by resolution or ordinance, the compensation of all appointive officers and employees; and

**WHEREAS**, pursuant to the City Council's direction, the City's bargaining team has negotiated in compliance with the Meyers-Milias-Brown Act and all other applicable requirements to reach agreement with the Crescent City Management Employees Association ("CCMEA") upon a new Memorandum of Understanding ("MOU") that meets the needs of both parties and covers the period July 1, 2023 through June 30, 2025; and

**WHEREAS**, a majority of the bargaining unit members of the CCMEA have voted in favor of the MOU and Side Letter Agreement; and

**WHEREAS**, the MOU and Side Letter Agreement have been recommended for approval by the City Manager and reviewed by the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crescent City, California that the Memorandum of Understanding Between the City of Crescent City and the Crescent City Management Employees Association for the period July 1, 2023 through June 30, 2025 dated July 7, 2023 and attached hereto as **Exhibit A** is hereby ratified and approved.

**BE IT FURTHER RESOLVED** that the Side Letter Agreement regarding confidential employees dated July 6, 2023 and attached hereto as **Exhibit B** is hereby ratified and approved.

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City at a meeting thereof held on this 10th day of July 2023, by the following polled vote:

AYES: Council Members Greenough, Inscore, Schellong, and Mayor Wright

NOES: None

ABSTAIN: Council Member Altman

ABSENT: None



Isaiah Wright, Mayor

ATTEST:



Robin Altman, City Clerk

Memorandum of Understanding  
Between the  
City of Crescent City  
And the  
Crescent City Management Employees Association  
(CCMEA)

Effective July 1, 2023  
Through  
June 30, 2025



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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRESCENT CITY AND  
**THE CRESCENT CITY MANAGEMENT EMPLOYEES ASSOCIATION** REGARDING  
 WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE  
 PERIOD JULY 1, 2023 THROUGH JUNE 30, 2025.

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## **General Information**

The purpose of this Memorandum of Understanding (M.O.U.) is to describe certain agreements between the City of Crescent City, hereinafter referred to as “City,” and the Crescent City Management Employees Association, hereinafter referred to as CCMEA, regarding wages, hours, and other terms and conditions of employment, as originally adopted by City Council Resolution 1990-09, and as amended by Resolution No. 1991-51 dated 9-16-91, Resolution No. 1992-27 dated 7-6-92, Resolution No. 1994-24 dated 7-18-94, Resolution No. 1996-28 dated 9-3-96, Resolution No. 1999-14 dated 11-15-99, Resolution No. 2004-21 dated 7-19-04, Resolution No. 2006-04 dated 1/17/06, Resolution No. 2008-20 dated 9/15/08, Resolution No. 2010-14 dated 6/21/2010, Resolution No. 2013-06 dated 3/18/2013, Resolution No. 2015-30 dated 7/20/2015, Resolution No. 2016-52 dated 12/19/2016, Resolution No. 2018-35 dated 7/2/2018, Resolution No. 2019-42 dated 9/16/2019, Resolution No. 2020-91 dated 11/16/2020, and Resolution No. 2021-73 dated 12/29/2021.

The City reserves all rights, as the employer, not expressly bargained for and contained within this M.O.U.

CCMEA further agrees that the City has the exclusive decision-making authority to: Determine and modify the organization of City government and its constituent work units; determine the nature, standards, levels, and mode of delivery of services to be offered to the public; determine the methods, means, and the numbers and kinds of personnel by which services are to be provided; determine whether goods or services will be made, purchased or contracted for; direct employees, including scheduling and assigning work and overtime; establish employee performance standards and to require compliance therewith; discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable law; relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons; implement rules, regulations, and directives consistent with law and the specific provisions of this M.O.U.; take all necessary actions to protect the public and carry out its mission in emergencies.

### **1. Recognition**

City recognizes CCMEA as the sole employee organization representing those City employees who are members and associate members of the CCMEA at the time of the City’s adoption of this M.O.U., and those employees who become members of CCMEA during the term of this M.O.U. This recognition supersedes any former recognition and continues for the life of this M.O.U. unless CCMEA violates any terms or conditions of this M.O.U., or any City rule or regulation which may cause the termination of this recognition by the City.

### **2. Effect of the M.O.U.**

This M.O.U. supersedes any provisions of an annual City budget that is inconsistent with the agreements contained herein. Furthermore, this M.O.U. affects only the job titles listed on “Exhibit A” as attached hereto and by this reference made a part hereof.

**2.1 Duration and Amendments.** The parties hereto agree that this M.O.U. will be effective upon City Council approval and will remain in full force and effect through June 30, 2025 as amended and referenced in General Information. It is further acknowledged by both parties that certain portions of this agreement may require amendments during the term of this M.O.U. if State and Federal statutes and regulations so direct.

**2.2 Severability and Continuation.** If any provision of this M.O.U. is held invalid or unconstitutional, such decision will have no effect on the validity of the remaining provisions of this M.O.U., and such remaining provisions shall continue to remain in full force and effect.

**2.3 Waiver.** The parties hereto acknowledge that during the negotiations that resulted in this M.O.U. each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of consultation or meet-and-confer, and that the understandings arrived at by the parties after exercising that right and opportunity are set forth in this M.O.U. Therefore, the parties hereto, for the duration of this M.O.U., and subject to the exceptions contained herein, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to meet-and-confer with respect to any subject or matter in this M.O.U.

**2.4 Procedure to Further Meet-and-Confer.** In the event that either party has requested to meet-and-confer, and the other party has consented to such discussions, the parties hereto agree that such additional discussions may result in amendments to this M.O.U.

2.4.1. Such amendments will be dated and numbered consecutively in order to assure proper understanding and authority for each amendment. Nothing contained herein will prohibit the parties hereto from amending this agreement as authorized by applicable law.

### **3. Employee Representation**

For purposes of meeting and conferring in good faith regarding wages, hours, and working conditions with a Certified Employee Organization, the City will provide time off with pay to no more than three City employee members for each Representation Unit during their normal work hours. Meetings held outside of the employees' work hours will be on the employees' own time.

3.1 Association Representation (Release Time). The City agrees to establish a release time bank of forty (40) hours per year. Release time may be used by the CCEA President or designees to conduct Association business. Use of release time is subject to the advance approval of the City Manager.

3.2 Grievance Meeting. For purposes of grievance or appeal meetings, the City will provide time off with pay for the aggrieved employee plus one other employee during the employee's normal work hours. Meetings held outside of the employees' normal work hours will be on the employees' own time.

3.3 Witness. Additional employees called by either party may be present with pay during his or her normal work hours to serve as a resource person or as a witness for meetings described above for the limited time required to cover the subject. Meetings held outside of that employee's normal work hours will be on the employee's own time.

3.4 The political activity of CCMEA members must conform to pertinent provisions of state law.

3.5 All management and confidential employees included under this agreement are prohibited from representing any other employee organization which represents other employees of the city on matters within the scope of representation.

### **4. Management Rights.**

Except as otherwise noted in this agreement, the City retains all rights of management.

**5. Employer-Employee Relations Rules**

The parties hereto agree that the City's Employer-Employee Relations Rules, as included in the City's Municipal Code, will continue in full force and effect for the term of this M.O.U.

**6. Non-Discrimination Clause**

The parties agree that there will be no discrimination against any applicant or employee based upon race, religion, sex, national origin, disability, medical condition, marital status, age, sexual orientation, association activity, political activity, or any other classification protected under State or federal law.

**7. Definitions**

Except as otherwise provided herein, all words used in this M.O.U. have the same meaning as set forth in the City's Municipal Code, the City's Employer-Employee Relations Rules and the California Government Code.

**8. Hours of Work**

**8.1 General.** CCMEA employees agree to maintain a forty (40) hour work week for its permanent full-time employees and the employees are required to work eighty (80) hours in each pay period.

8.1.1. Employees assigned to a position requiring less than full-time work will be considered part-time employees.

8.1.2. Permanent part-time employees working twenty (20) hours or more per week will be eligible for all benefits to be provided in accordance with this M.O.U. to all permanent employees.

8.1.3. For the purposes of determining vacation and sick leave benefits, permanent part-time employees will accrue vacation and sick leave at a rate equal to the normal rate for their service longevity times the percentage of full-time that their average work week represents.

8.1.4. Employees assigned to a position requiring less than twenty (20) hours of work in each work week on an annual basis, or requiring less than an annual work schedule, will be considered temporary or seasonal.

8.1.5. Employees assigned to a position requiring twenty (20) hours or more of work in a work week on an annual basis may be considered either permanent part-time or temporary employees.

8.1.6. The parties agree that the determination as to whether an employee works a standard, defined or alternative schedule is the management prerogative of the City Manager. Prior to any change in assignment for one or more bargaining unit employees, the City Manager shall meet and consult with the bargaining unit regarding the proposed change. The change in the assigned schedule shall not take place sooner than 90 days' following the City Manager's request to meet and consult with the bargaining unit, unless the employee and the City Manager agree to a shorter period of time. The duty to meet and consult does not apply to schedule changes made necessary by emergency situations or staffing shortages.



**8.2 Work Day / Work Week Described.** The parties hereto agree that the normal work day for City employees is one of the following according to the assigned schedule:

8.2.1. For a standard schedule: the normal workday is eight (8) hours in each single workday for five (5) days per week.

8.2.2. For a defined 9-80 schedule: the normal workday is nine (9) hours, Monday through Thursday, and eight (8) hours every other Friday.

8.2.3. For an alternative 4-10 schedule: the normal workday is ten (10) hours in each single workday for four (4) days per week.

8.2.4. The workweek for employees assigned to a standard schedule or an alternative 4-10 schedule will begin at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday.

8.2.5. The workweek for employees assigned to a defined 9-80 schedule will begin at 12:01 p.m. on Friday and end at 12:00 p.m. on the following Friday.

**8.3 Breaks.** Employees assigned to an eight (8) hour work day must have either a one (1) hour or one-half (1/2) hour lunch period as assigned by their Supervisor or Department Head, and two (2) separate fifteen (15) minute breaks per day with one (1) occurring before the lunch period and one occurring after the lunch period.

Employees will not be compensated for the lunch break during their normal workday assignment.

**8.4 Alternative Work Schedule.** The City and CCMEA agree that an alternative work schedule may be allowed within City departments as approved by the Department Head and City Manager. Such alternative work schedule must not interfere with the orderly completion of the employee's workload or the number of hours worked per pay period. The City has the right to revoke said benefit at any time if it interferes with the orderly conduct of business, is abused by the employee, or is not providing adequate service to the public.

An alternative work schedule will consist of ten (10) hours per workday for four (4) days per week. Department with direct public contact must maintain staffing schedules to provide adequate public service.

**8.5 Compensatory Time-Off.** This plan is intended to qualify under Section 3(s)(1)(C) of the Fair Labor Standards Act. This plan is subject to the following conditions and restrictions in addition to the limits set by the California Labor Code.

8.5.1. Authorized overtime hours worked by an employee may be converted to Compensatory Time Off at a rate of 1.5 hours per each overtime hour worked, upon approval of the employee's Department Head. The maximum accrual of compensatory time off will be eighty (80) hours.

8.5.2. The balance of accrued compensatory time off may not be carried over at the end of the City's fiscal year. Any unused comp time will be paid to the employee.

8.5.3. Use of accrued compensatory time off must occur before use of floating holidays, administrative leave or vacation.

8.5.4. Use of accrued compensatory time off is subject to the same requirements as use of vacation and sick leave.

**8.6 Reporting Time.** Employees may, at the recommendation of their Department Head and upon approval from Human Resources, have one-quarter (1/4) of one hour reduced from their pay for each fifteen (15) minutes they report to work later than their normal starting time.

8.6.1. Continued tardiness for work may result in disciplinary action against the employee.

8.6.2. Employees leaving their work area early without the prior authorization of their Department Head will have their pay reduced in the same manner as is provided for employees who are late for work, and in addition, such absence may be considered as a refusal to work and as such may be considered as grounds for disciplinary action.

## **9. Compensation and Wages**

**9.1 Wages Established.** Effective the first full pay period in July 2023, the City agrees to compensate the positions covered by this M.O.U. as described in Exhibit "A", attached hereto and by this reference made a part hereof. The City Manager and Department Head shall, within the salary step plan, determine the compensation for positions based on performance, or additional responsibilities and tasks that may be assigned during the term of this M.O.U.

9.1.1. Effective the first full pay period in July of 2024, all pay scales shall be increased by the annual percentage increase indicated by the CPI-U (LA) March 2024 over March 2023. In no event, however, may the increase be less than 1.0% nor more than 4.0%. The FY 2024-2025 exhibit will be updated as numbers for the annual CPI are known and will be attached hereto.

**9.2 Pay Period.** The City agrees to continue the biweekly pay period for the term of this M.O.U. The pay period will be from the Sunday through the Saturday fourteen (14) calendar days following, or from 12:01 p.m. Friday to 12:00 p.m. the Friday fourteen (14) calendar days following for employees on a 9-80 schedule. The pay date will be biweekly on Friday. Employees must be compensated for their services within seven (7) working days after the conclusion of a pay period.

**9.3 Overtime.** Non-exempt employees are eligible for overtime compensation as required by regulations of the U.S. Department of Labor with respect to the Fair Labor Standards Act (FLSA).

9.3.1. Except for the Aquatics Supervisor position, any work in excess of eight (8) hours in one work day for a standard schedule, nine (9) hours in one work day for a defined 9-80 schedule or ten (10) hours in a work day for an alternative 4-10 schedule, and any work in excess of forty (40) hours in any one (1) work week will be compensated at no less than one and one-half (1.5) times the regular rate of pay. In order to allow for more flexible scheduling at the pool, the parties agree that the Aquatics Supervisor position will only be eligible to be compensated at the rate of one and one-half (1.5) times the regular rate of pay for hours worked in excess of forty (40) hours in any one (1) work week.

9.3.2. Holiday time will count toward the employee's work week hours for computation of overtime hours.

9.3.3. Sick leave and vacation leave time will not count toward the employee's work week hours for computation of overtime hours, except for when leave is used to make an employee's 8-hour holiday a 9-hour or 10-hour holiday per section 9.4.

9.3.4. Such compensation will be provided upon the approval of the employee's Department Head and the City Manager.

**9.4 Holiday Pay.** An eligible employee who is required to work on a City-designated holiday will be paid eight (8) hours of holiday pay and will also be paid their regular overtime hourly rate of pay for any hours actually worked on the designated holiday. If the holiday falls on a day that the employee would normally work nine (9) or ten (10) hours, the employee may use one or two hours of vacation, comp time, or floating holiday.

**9.5 Merit Plan.** Effective August 30, 2009, the City agrees to implement a merit plan in which an employee may receive a special merit pay for exemplary job performance. The Department Head must submit the name of an eligible employee to the City Manager for approval. The submittal must contain justification for the special merit pay by including detailed examples of the employee's outstanding job performance and a copy of the employee's current year's annual performance evaluation.

The following specific standards and conditions apply:

9.5.1. The employee must have attained a performance rating of 4 (Exceeds Job Standards) or 5 (Outstanding) in all applicable rating categories during his or her current year's annual performance evaluation.

9.5.2. The employee must have worked a minimum of 1760 work hours during the annual performance evaluation period.

9.5.3. The employee must have attained the annual goals and objectives set for him/her by the Department Head.

9.5.4. A special merit pay will not be paid to an employee who receives a performance rating of less than 4 or 5 in any rating category, or if a disciplinary action has been sustained against the employee.

9.5.5. An eligible employee must have at least two (2) years of full-time continuous service with the City.

9.5.6. A special merit pay shall be five percent (5%) of the employee's base hourly rate, multiplied by the number of regular hours worked during the year immediately prior to his or her current year's annual evaluation due date.

9.5.7. A special merit pay shall be paid once, in a lump sum, as an annual premium, to an eligible employee based on the date the employee's special merit pay is approved by the City Manager.

9.5.8. An employee must meet the above standard and conditions each year during his or her annual performance evaluation in order to qualify for any successive special merit pay.

The association recognizes that any special merit pay received by a PEPRA employee will not be reportable to PERS as special compensation.

**9.6 Longevity Pay.** Employees will receive the following longevity pay for the corresponding years of full-time continuous service with the City. For the purposes of computing years of service, the anniversary of full-time employment will be used for qualification.

Years of Service	% of Base Hourly Pay
5	2.5%

10	2.5%
15	2.5%
20	2.5%

**9.7 Emergency Call-Out Pay (Call Back).** Non-exempt employees, who are called back to work after having left the work site, shall be entitled to a minimum of two (2) hours pay at the following overtime rates:

9.7.1. All hours worked between 12:00 a.m. (midnight) and 6:00 a.m. at two times the employee's base hourly rate ("double time").

9.7.2. All other hours worked at 1.5 times the employee's base hourly rate ("time and one-half").

**9.8 Bilingual Pay.** In the course of employment, employees requested to provide translation or interpretation of a language other than English will be compensated at the rate of \$520.00 annually (\$20.00 biweekly).

9.8.1. Employees eligible for bilingual pay must be proficient, including reading, writing and speaking fluently in a language that meets the City's operational needs. Employees proficient in American Sign Language are also eligible for bilingual pay.

9.8.2. Eligible employees must be available to provide translation or interpretation services to any City Department.

**9.9 Education Incentive Pay.** Unless required by the specific job classification, employees who possess or obtain a BA/BS from an accredited college or university in a job-related field approved by the Department Head and the City Manager will receive 3.5% of their hourly base rate as a special pay. Employees who possess or obtain a MA/MS from an accredited college or university in a job-related field approved by the Department Head and City Manager will receive 5.0% of their hourly base rate as a special pay. If the degree is from a non-accredited college or university, then the employee must obtain special approval from the City Manager and Human Resources. These special pays are cumulative.

**10. Benefits**

**10.1 Public Employees' Retirement System (PERS) Program.**

The City agrees to maintain a two and one-half Percent (2.5%) at age Fifty-Five (55) PERS Retirement Program for the regular employees who are "classic members", as defined by CalPERS, by paying the PERS employer contribution rate. Effective July 1, 2013, classic members agree to pay the 8% member contribution rate to PERS. All employees will contribute ninety-three (93) cents per bi-weekly pay period for the '59 Survivor's Continuance Benefit. The PERS program offered by the City consists of the basic PERS plan plus the '59 Survivor's Continuance Benefit.

10.1.1. Effective July 1, 2013, the PERS Employer Paid Member Contribution (EPMC) optional benefit has been eliminated.

10.1.2. The City agrees to provide a two percent (2%) at age Sixty-Two (62) PERS Retirement Program for the regular employees who are "new members", as defined by CalPERS, hired on or after January 1, 2013, by paying the PERS employer contribution rate.

10.1.3. New members will pay 50% of the total annual normal cost of pension benefits for PERS retirement, rounded to the nearest one quarter of one percent, or the current member contribution rate paid by similarly situated classic members, whichever is greater, up to 8%.

10.1.4. So long as CalPERS allows, the City agrees to extend the CalPERS pick-up member contributions under Internal Revenue Code Section 414(h)(2) provisions to allow member payments by payroll deductions for service credit purchases. This provision provides employees, who elect to participate, with the benefit of deferring income tax liability on member service credit purchases.

10.1.5. Under current law, exercising the employer pick-up option results in no additional costs to the City. The parties agree that, in the event that the law changes such that costs are imposed on the City, the City will immediately cease designating the employee contributions as being "picked-up" by the City and such PERS contributions will revert to being made on a post-tax basis.

**10.2. Deferred Compensation.** The City agrees to make available to the employees a payroll deduction to allow the employees to participate in the International City Management Association Retirement Corporation (ICMARC) deferred compensation program. Any contributions to this program will be made by the employees on a voluntary basis.

**10.3 Wellness Incentive Program.** The City agrees to provide to each employee an annual family membership at the City's Fred Endert Municipal Pool, so long as the City continues to operate said facility, at no cost to the employees.

In addition, the City agrees to reimburse each employee up to \$480.00 annually for participation in wellness-related activities. Qualifying wellness-related activities are gym/health club memberships, fitness training instruction, fitness/exercise class (including any class which is focused on physical activity such as yoga, cross-fit, jazzercise, dance, martial arts, etc), and fitness or other multi-platform health-related applications or programs such as Weight Watchers, Noom, Calm, etc. The purpose of this program is to reduce Workers' Compensation claims.

Employees shall submit receipts for reimbursement on a quarterly basis throughout the fiscal year. Reimbursement for qualifying expenses shall be made to the employee no later than fourteen (14) days after submission of the qualifying receipt.

**10.4 Reimbursement for Damaged Property.** The City agrees to compensate employees who suffer a financial loss for damage or loss of personal property while performing their required duties in a proper and safe manner and when not due to negligence on the part of the employee. The following chart describes the maximum replacement or repair benefit that the City may provide:

<u>Items</u>	<u>Maximum Benefit</u>
Watches	\$ 50.00
Shoes (excluding work boots/shoes reimbursed by the City)	\$ 45.00
Personal Clothing Items (excluding uniform apparel provided by the City)	\$ 60.00
Prescription Eyeglasses/Contact Lenses	Actual cost of like replacement
Safety Equipment (Dept. Head approved Employee purchased items)	Actual cost of like replacement
Jewelry (rings, necklaces, etc.)	Not applicable

The affected employee must submit a completed claim form to their supervisor along with the damaged personal item. For additional information on this benefit, please refer to the City's policy.

**10.5 Education Assistance Program.** The City will reimburse costs for education based upon IRS Regulation 1.162-5, as noted here: “Employer-paid education that is related to the employee’s current job is excluded from income as a working condition fringe benefit if the following conditions are met:

10.5.1. The courses must not be necessary to meet the minimum education requirements of the current position.

10.5.2. The courses are not taken to qualify the employee for a promotion or transfer to a different type of work.

10.5.3. The education must be related to the employee’s current position and must help maintain or improve the knowledge and skills required for that position (e.g., a refresher or update course). If the requirements change while the employee is working, employer-paid education designed to meet them is a working condition fringe benefit.

10.5.4. All education reimbursement must be pre-approved (before classes start) by the Department Head and the City Manager.

For additional information and how to utilize this benefit, please refer to the City’s Education Assistance Program Policy.

## **11. Health and Welfare Insurance**

**11.1. Employer Contribution for CalPERS Health Insurance.** The City will contribute \$296.00 per month toward the cost of the CalPERS Health Premium for both permanent full-time employees and retirees. This amount must never be less than the amount specified in Gov. Code Section 22892(b).

**11.2. Flexible Benefit Plan.** The City has established and will maintain a flexible benefit plan for employee health benefits in accordance with IRS Code Section 125 (Cafeteria Plan), with the following provisions:

a. The City will additionally cover the difference between the amount in 11.1 and 100% of the premium for the employee (“Single”) under the CalPERS Gold medical plan.

b. The City will cover 80% of the cost of the 2-Party or Family premium for the CalPERS Gold medical plan that is over and above the cost of the Single premium.

c. If an employee chooses the CalPERS Platinum plan, the City will cover the amounts identified in paragraphs (a) and (b), as applicable, and the employee will be responsible for the remainder.

d. The City will pay 100% of the employee premium costs for vision insurance, dental insurance, and air ambulance insurance.

e. In order to be excluded from the requirement for the CalPERS Gold Health Plan, the employee must submit verification of enrollment in a group health plan that provides equivalent alternative coverage as required by the Patient Protection and Affordable Care Act.

f. Full-time regular employees who opt out of the City’s health plan due to enrolment in a qualifying group health plan (under the Affordable Care Act) will receive a \$700 per month cash-in-lieu benefit payment.

**11.3 Medical Insurance Coverage.** The City agrees to offer CalPERS Health Coverage to the employees covered by this M.O.U., and the employee’s qualified dependents.

11.3.1. As required by the CalPERS Health Program, eligible retirees of the CCMEA are qualified to participate in CalPERS Health Plans. The City will not make an employer contribution to an optional (non-CalPERS) health coverage plan after retirement by an eligible retiree of the CCMEA.

11.3.2. The City agrees not to change the insurance carrier or the scope of coverage without concurrence of the CCMEA.

**11.4 Dental Insurance Coverage.** The City agrees to continue to provide a group dental plan to the permanent employees. The coverage will include the employee and his or her qualified dependents.

**11.5 Vision Care Insurance Coverage.** The City agrees to continue to provide a group vision care plan to the permanent employees. The coverage will include the employee and his or her qualified dependents.

**11.6 Air Ambulance Insurance Coverage.** The City agrees to continue to provide air ambulance insurance coverage for the employees covered by this M.O.U., except for applicable exclusions. The coverage will include the employee and his or her qualified dependents.

**11.7 Life Insurance Coverage.** The City agrees to continue to provide life insurance coverage for permanent full-time employees in an amount equal to one and one-half (1.5) times the employee's annual salary, rounded to nearest whole thousand-dollar figure. Effective on the first day of the month following City Council approval of this MOU, the monthly premiums will be paid by the City and will not be deducted from employees' monthly flexible benefit allocation.

**11.8 Long-Term Disability Insurance Coverage.** The City agrees to continue to provide Long-Term Disability Insurance coverage to the permanent employees. Effective on the first day of the month following City Council approval of this MOU, the monthly premiums will be paid by the City and will not be deducted from employees' monthly flexible benefit allocation.

**11.9 Benefits During Leave: Family and Medical Leave (FMLA) and California Family Rights Act (CFRA).** An employee taking family or medical leave will be allowed to continue participating in any health and welfare benefit plan in which he or she was enrolled before the first day of leave (for a maximum of 12 workweeks) at the level and under the same conditions of coverage as if the employee had continued in employment for the duration of such leave. Group health insurance coverage will be continued in the same manner for up to 16 weeks for employees disabled due to pregnancy, childbirth or related medical condition. The City will continue to make the same premium contributions as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under the Family Medical Leave Act (FMLA) or under the California Family Rights Act (CFRA).

For further information on Family and Medical Leave, please refer to the City of Crescent City's FMLA policy.

All employees must notify Human Resources at (707) 464-7483 ext. 233 as soon as possible regarding FMLA for your own serious health condition or that of a family member.

**11.10 When Benefits Terminate.** Employee medical benefits end on the first day of the second month following the date of separation or loss of eligibility. Employee dental and vision plan coverage will end on the last day of the month following your date of separation or loss of eligibility. Employees may continue benefits during a family leave of absence according to federal guidelines (FMLA) and in conjunction with City policy for a limited period of time.

## **12. City-Designated Holidays**

The City agrees to provide the employees with the following holidays off from work and with pay:

New Year's Day	January 1
Martin Luther King's Day	January (3rd Monday)
President's Day	February (3rd Monday)
Memorial Day	May (Last Monday)
Fourth of July	July 4
Labor Day	September (1st Monday)
Veterans' Day	November 11
Thanksgiving Day	November (4th Thursday)
Day after Thanksgiving	November (4 <sup>th</sup> Friday)
Christmas Day	December 25
Two Christmas Season holidays	To be designated annually by City Administration with concurrence from each employee association.
Two Floating Holidays	To be designated by the employee with approval from the Department Head. However, if any employee requests to use a Floating Holiday on Juneteenth (June 19), California Native American Day (4 <sup>th</sup> Friday in September) or Indigenous Peoples' Day (2 <sup>nd</sup> Monday in October), the Department Head must approve that request.

Should any of the above-mentioned holidays fall on a Saturday, the employees will have off the Friday before the holiday with pay. Should any of the above-mentioned holidays fall on a Sunday, the employees will have off the following Monday with pay. If a City-designated holiday falls on the "off" Friday for any employee working a 9-80 schedule, then the employee will receive an 8-hour floating holiday in lieu of an additional paid day off. If a City-designated holiday falls on any "off" day for an employee that works at a facility that requires coverage 7 days per week (Water Quality Lab), then the employee will receive an 8-hour floating holiday in lieu of an additional paid day off.

### 13. Leaves

Except as otherwise provided herein, leaves of absence without pay that are in the best interest of the City may be granted by approval of the City Manager. Requests for leaves of absence without pay must be submitted in writing by the employee to the Department Head who will consider each request on its individual merits and circumstances and will forward his or her recommendation to the City Manager for approval. Reasons for rejection of such request will be submitted to the employee by the Department Head. In all cases covered by the Family Medical Leave Act, the City will provide leave in accordance with the requirements of the Act.

In the event of an extended leave of absence, with or without pay, of twenty (20) work days or more, accruals will temporarily stop until the employee returns to work. Upon the employee's return to work, accruals will be restarted at the same rate that the employee was entitled to before taking the leave, based on his or her length of service. Employees may utilize use of any unused balances (i.e., sick, comp time, floating holidays, vacation) during their leave time but will not continue to accrue until a return to work.

Use of any accrued leave must be taken in the following order:

- 1) Compensatory time off;



- 2) Administrative time off;
- 3) Vacation

Employees taking time off will be charged eight (8), nine (9), or ten (10) sick/floating holiday/vacation leave hours depending on the number of hours the employee would normally work on that day.

**13.1 Vacation.**

For purposes of determining vacation benefits, permanent employees working less than forty (40) hours per week will accrue vacation at a rate equal to the normal rate for their service longevity times the percentage of full-time that their average work week represents.

13.1.1. Accrual Schedule. The following vacation schedule shall be effective on the first pay period after the effective date of this M.O.U. for the full-time permanent employees. Leave is earned at the end of the pay period. Leave may not be used before it is earned.

<u>Length of Service</u>	<u>Biweekly Accrual Rate</u>
Date of employment thru 12th month	4.0 hours
13th month thru 120th month	5.23 hours
121st month and beyond	6.15 hours

13.1.2. Utilization. Employees in the positions covered by this M.O.U. and who accrue vacation may not accrue vacation beyond four hundred (400) hours. Employees whose vacation accrual lowers to less than four hundred (400) hours shall accrue vacation during the pay periods in which their accruals remain below four hundred (400) hours. Upon termination an employee shall be compensated for unspent accrued vacation.

13.1.3. Elective Vacation Cash-Out Plan. Employees have the elective option to cash-out up to fifty (50) hours of accrued vacation leave once every six (6) months. An employee must have a minimum balance of 240 hours of accrued vacation at the time of the cash-out request. An employee must have used at least fifty (50) hours of vacation in the previous twelve (12) month period.

**13.2 Sick Leave.** It is the policy of the City that sick leave is not to be considered a privilege for an employee to use at his or her discretion, but is to be provided as a benefit to be used in case of necessity for an actual illness or disability. It is the responsibility of the Department Head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

For the purposes of determining sick leave benefits, permanent employees working less than forty (40) hours per week shall accrue sick leave at a rate equal to the normal rate for their service longevity times the percentage of full-time that their average work week represents.

13.2.1. Accrual Schedule. All employees, except part-time, temporary and seasonal employees, will be eligible for accrual of sick leave effective from their date of hire. The accrual of sick leave will be four (4) hours per biweekly pay period, with an accumulation limit of 1000 hours. Leave is earned at the end of the pay period. Leave may not be used before it is earned.

13.2.2. Utilization. Employees may utilize accrued sick leave after their first month of employment. Sick leave with pay will be granted upon the recommendation of the Department Head in a case of the bona fide illness of the employee. Sick leave with

pay may be used for the following services: diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.

a. After an employee has notified the City of their intention to leave City service, no sick leave will be granted for that employee unless they provide a doctor's written statement for the missed time.

b. Sick leave applies to absences during pregnancy that are caused by illness due to pregnancy or the attending physician's order that the employee is unable to work due to the pregnancy. All situations involving pregnancy disability will be addressed in accordance with the provisions of the Family Medical Leave Act (FMLA) and current state Pregnancy Disability Leave (PDL) laws. A female employee, filling a regular Council approved position will be entitled to a total of four (4) months leave of absence (with and/or without pay) due to pregnancy disability as determined by a qualified medical provider.

13.2.3. After four (4) consecutive days of illness, an employee may be required by the City Manager to provide a physician's certificate of illness and a physician's "return to work" release in writing.

13.2.4. Employees who violate or misuse sick leave provisions may be required to provide a physician's report for each day off when sick leave is requested, and upon further misuse, the employee may be disciplined. Examples of misuse may include but are not limited to instances involving patterned absences or utilizing sick leave for reasons other than illness, medical condition or medical/dental appointments.

13.2.5. Employees returning from sick leave with restrictions must accept light duty when offered. Failure to do so will be considered a voluntary quit and employment will be terminated.

13.2.6. An eligible employee may take sick leave in the event of a serious illness or medical condition for a member of the employee's immediate family. The employee may be required to file a physician's or dentist's statement, or a personal affidavit with Human Resources stating the cause of absence before such leave with pay will be granted. For purposes of this section, immediate family is defined as:

a. A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependency status);

b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic parent, or a person who stood in loco parentis when the employee was a minor child;

c. A spouse;

d. A registered domestic partner;

e. A grandparent;

f. A grandchild;

g. A sibling.

13.2.7 In the event a scheduled medical or dental appointment for the eligible employee's immediate family that requires the employee's absence from work, the employee may use sick time. Immediate family is defined as the same family members as noted above in section 13.2.6.

13.2.8. In the event of a voluntary or involuntary transfer of any employee within the City, the employee's leave credits will also be transferred in their full amount.

13.2.9. The City has entered into an agreement with the PERS whereby accumulated sick leave is converted to additional service credit upon retirement.

13.2.10. Conversion to Vacation Leave. Employees who obtain and retain a maximum available sick leave accrual at one thousand (1000) hours in each biweekly pay period will be compensated by an additional one (1) hour of vacation time in lieu of accruing any additional sick leave, unless the employee's accrued vacation exceeds four hundred (400) hours, in which case the employee does not accrue either modified vacation or sick leave.

**13.3 Occupational Medical Leave.** An employee who is receiving temporary disability indemnity under applicable Workers' Compensation provisions of the California Labor Code, may choose to take as much of his or her available sick leave or vacation leave in such amounts that when added to the temporary disability payment, the employee will receive an amount equal to his or her full salary or wage. Such supplemental payments may continue until all accrued balances are exhausted or the employee returns to work. Such payments will not be continued beyond the date of termination of employment whether voluntary or involuntary.

13.3.1. In all cases covered by the Family Medical Leave Act, the City will provide leave in accordance with the requirements of the Act.

13.3.2. Once paid leave options are exhausted, the accrual of sick and vacation leave benefits will be discontinued until the employee returns to work.

13.3.3. The City Manager (or Human Resources or designee) may grant a leave of absence without pay to any employee who is disabled by job injury or illness. The duration of the unpaid medical leave of absence will depend upon the nature and extent of the employee's disability or incapacity to perform the essential functions of the job position, but in no event will a medical leave be granted for longer than one year, measured from the time the employee is unable to work in his or her regular job position.

13.3.4. Leave may be terminated by the City Manager when he or she determines to his or her satisfaction that the employee is permanently disabled and unable to perform the duties of the class. Such determination may be considered pursuant to the California Public Employees' Retirement Law: "disability" means the inability of a employee to perform the duties of the job for a permanent or extended and uncertain duration, as determined on the basis of a competent medical opinion. Disability is not necessarily an inability to perform every function of a given position. Rather, the determination of whether the employee can *substantially* perform his or her usual duties.

13.3.5. In all situations of Occupational Medical Leave, employees must comply with the City's Work Related Injury or Illness Return-To-Work Policy.

**13.4 Parenting Leave.** Parenting leave will be considered leave without pay and provided in accordance with applicable state and federal laws; specifically, Family Medical Leave (FMLA) and current California Family Rights Act (CFRA) laws for the birth or adoption of a child or placement of a foster child. In the event that an employee does not meet the eligibility requirements for FMLA or CFRA, an unpaid leave of absence may be approved by the employee's Department Head and the City Manager. Use of sick leave may not be taken for parenting leave purposes.

The City will make available forty (40) hours of paid leave in lieu of not participating in Employment Development Department (EDD) programs that may have provided Paid Family Leave for parenting leave purposes.

**13.5 Bereavement Leave.** Upon the death of a family member, permanent employees are eligible for bereavement leave to a maximum of five (5) work days per incident with pay. Family member means a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Government Code Section 12945.2.

The City Manager must grant approval prior to use of bereavement leave. Should additional time be necessary, the employee may utilize up to ten (10) sick leave days per incident. The City Manager may approve an employee's utilization of vacation if additional time off is required.

**13.6 Jury Duty/Witness Testimony Leave.** All employees are eligible for jury leave when called by the court to serve as a juror or provide witness testimony. Employees will receive their normal compensation so long as the City is reimbursed by the employee for juror or witness fees received.

The employee must provide to Human Resources and his or her immediate supervisor a copy of the summons, notice, or subpoena which directs the employee to appear in court in a reasonable time period following receipt of such notice by the employee. On a day an employee reports for jury duty and learns that services are not needed that day, the employee must return to work for the balance of the regular work shift.

**13.7 Military Leave.** The City will provide military leave as required by California State Law.

**13.8 Leave of Absence Without Pay.** An employee will not be entitled to a leave of absence as a matter of right, but upon request may be granted a personal leave of absence without pay upon the presentation of a valid and satisfactory reason. The approval or denial of such leave is not subject to the grievance or complaint procedure.

13.8.1. An employee must request the leave of absence in writing (Time Off Request form) at least 30 days in advance for planned leave.

13.8.2. The time off must be approved by the Department Head and City Manager before beginning the leave of absence.

13.8.3. Such leave will not be approved in excess of one hundred twenty (120) calendar days in duration, except that the City Manager, upon the recommendation of the employee's Department Head, may approve one subsequent ninety (90) calendar day leave of absence without pay.

13.8.4. Failure to return to work at the end of the approved leave period will constitute a separation from service of that employee as a voluntary resignation.

13.8.5. The employee will not accrue any benefits, nor will City pay for any benefits during such approved leave of absence without pay.

**13.9 Unauthorized Absence – Automatic Termination.** An employee absent for more than three (3) working days without prior permission of the Department Head may be considered to have automatically terminated employment with the City. Such termination will be final and without right or appeal or hearing unless said employee furnishes reasons satisfactory to the Department Head and the Human Resources Manager for not having obtained prior permission.

**13.10 Return to Work Requirements.** At least one (1) week prior to the expiration of the approved leave of absence, with or without pay, the employee must notify the Department Head of the employee's intention to return to work. Upon the expiration of an approved leave, the employee must return to work on the next following regular work day. Failure to return to work will be considered a voluntary resignation on the part of the employee unless prior approval is obtained from the employee's Department Head and Human Resources.

**13.11 Determination of Continuous Service.** The length of an employee's service will be considered continuous while the employee is on an approved leave with or without pay, and if the employee returns to work on the required return to work day.

Upon re-employment from an involuntary layoff, the employee's previously accrued sick leave credits will be restored. An employee returning from a voluntary resignation will not receive any credits by virtue of their previous employment towards any leave accrual or restoration.


**Agreed to and Recommended to City Council:**

Date:

7/7/23

  
Eric Wier, City Manager

APPROVED AS TO FORM:

  
Martha D. Rice, City Attorney

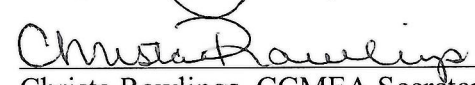
**Approved by the CCMEA:**

Date:

7 July 23

  
Fritz Ludemann, CCMEA President

  
Bridget Lacey, CCMEA Vice-President

  
Christa Rawlings, CCMEA Secretary

**CCMEA Pay Schedule – Exhibit A**  
Effective 7/2023

The parties hereto agree to the following pay schedule for the following positions effective the first complete pay period in Fiscal Year 2023-2024. Note: for FY 2023-24 only, the first pay period for those working a 9/80 schedule would fall into a different pay period as compared to those working a traditional schedule. For the purposes of this pay schedule, the pay listed below will be effective the beginning of the pay period which is scheduled to be paid to employees on July 21, 2023.

All figures are described in hourly rates.

	Step 1	Step 2	Step 3	Step 4	Step 5
Technical and Supervisory Positions					
Building Inspector	26.19	27.50	28.88	30.33	31.84
Engineering Technician	23.76	24.95	26.19	27.50	28.88
Information Systems Administrator	36.33	38.15	40.06	42.05	44.16
Engineering Project Manager	30.33	31.84	33.43	35.10	36.86
Public Works Maintenance Manager	2,984.80 to 3,583.81 biweekly salary				
Lab Director	31.84	33.43	35.10	36.86	38.70
Aquatics Supervisor	23.76	24.95	26.19	27.50	28.88
Planning Technician	23.76	24.95	26.19	27.50	28.88
IT/GIS Technician	23.76	24.95	26.19	27.50	28.88
Finance Analyst 1	27.50	28.88	30.33	31.84	33.43
Finance Analyst 2	30.33	31.84	33.43	35.10	36.86
Grants / Econ. Dev. Coordinator	30.33	31.84	33.43	35.10	36.86
Confidential Positions					
City Clerk / Admin Analyst	31.84	33.43	35.10	36.86	38.70
Human Resources Manager	27.50	28.88	30.33	31.84	33.43
Finance Technician	24.95	26.19	27.50	28.88	30.33

The parties agree that the above pay schedule shall continue in future agreements; however, the exact pay level for each step may vary as agreed upon by the parties.

**CCMEA Pay Schedule – Exhibit A**  
Effective 7/2024

The parties hereto agree to the following pay schedule the first complete pay period in Fiscal Year 2024-2025. This pay schedule reflects a (TBD)% CPI increase. This schedule will be updated when the applicable CPI percentage is known.

All figures are described in hourly rates.

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Technical and Supervisory Positions</b>					
Building Inspector					
Engineering Technician					
Information Systems Administrator					
Engineering Project Manager					
Public Works Maintenance Manager	bi-weekly				
Lab Director					
IT/GIS Technician					
Finance Analyst 1					
Finance Analyst 2					
Grants / Econ. Dev. Coordinator					
<b>Confidential Positions</b>					
City Clerk / Admin Analyst					
Human Resources Manager					
Finance Technician					

The parties agree that the above pay schedule shall continue in future agreements; however, the exact pay level for each step may vary as agreed upon by the parties.

**Side Letter Agreement to the Memorandum of Understanding Between the  
City of Crescent City and the Crescent City Management Employees  
Association Regarding Confidential Employees**

**WHEREAS**, the City of Crescent City ("City") and the Crescent City Management Employees Association ("CCMEA") successfully negotiated and executed a Memorandum of Understanding effective July 1, 2023 through June 30, 2025; and

**WHEREAS**, a concern exists regarding the proper treatment of confidential employees as either CCMEA members or unrepresented employees; and


**WHEREAS**, both sides desire resolution and preliminary discussions have revealed that there are several considerations to be assessed; and

**WHEREAS**, the parties have met and conferred on the contents of this Side Letter and the program contained herein.

**NOW, THEREFORE**, the City and the CCMEA agree to work toward a final resolution of the proper treatment of Confidential Employees prior to December 31, 2023, to include whether they should be part of the CCMEA bargaining unit and if not, establishing the working terms and conditions for them as confidential, unrepresented employees. For purposes of this agreement, "Confidential Employees" refers to the following positions: City Clerk / Admin Analyst, Human Resources Manager, and Finance Technician.


This agreement will be effective as of the date this Side Letter is ratified by the City Council.

**AGREED TO AND RECOMMENDED TO  
THE CITY COUNCIL:**


  
Eric Wier, City Manager


7/7/23  
Date

**AGREED TO BY THE CCMEA:**

  
Fritz Ludemann, President Date 7/7/23

**APPROVED AS TO FORM:**

  
Martha D. Rice, City Attorney

  
Bridget Lacey, Vice President Date 7/6/23

  
Christa Rawlings, Secretary Date 7/7/23