

RESOLUTION NO. 2026-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING
A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRESCENT CITY AND
THE CRESCENT CITY EMPLOYEES' ASSOCIATION FOR THE PERIOD JULY 1, 2025
THROUGH JUNE 30, 2027**

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 Employees' Association ("CCEA") upon a new Memorandum of Understanding ("MOU") that meets the needs of both parties and covers the period July 1, 2025 through June 30, 2027; and

WHEREAS, a majority of the bargaining unit members of the CCEA have voted in favor of the MOU; and

WHEREAS, the Memorandum of Agreement has 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 Employees' Association for the period July 1, 2025 through June 30, 2027 signed by the parties and attached hereto as **Exhibit A** 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 17th day of February 2026, by the following polled vote:

AYES: Council Members Altman, Shamblin, Tinkler, and Mayor Wright

NOES: None

ABSTAIN: None

ABSENT: Council Member Greenough



Isaiah Wright, Mayor

ATTEST:



Robin Altman, City Clerk

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

Effective July 1, 2025
Through
June 30, 2027



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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRESCENT CITY
AND THE **CRESCENT CITY EMPLOYEES ASSOCIATION** REGARDING WAGES,
HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING
CERTAIN MISCELLANEOUS EMPLOYEES OF THE CITY OF CRESCENT CITY FOR THE
PERIOD JULY 1, 2025 THROUGH JUNE 30, 2027.

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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 Employees’ Association, hereinafter referred to as “CCEA,” regarding wages, hours, and other terms and conditions of employment for the City employees covered by this M.O.U. originally adopted by City Council Resolution No. 1988-42 and as amended by Resolution No. 1991-41 dated 7-15-91, Resolution No. 1992-26 dated 7-6-92, Resolution No. 1994-23 dated 7-18-94, Resolution No. 1996-27 dated 9-3-96, Resolution No. 1999-11 dated 11-1-99, Resolution No. 2002-25 dated 10-21-02, Resolution No. 2004-20 dated 7-19-04, Resolution No. 2006-38 dated 8-21-2006, Resolution No. 2011-01 dated 1/3/2011, Resolution No. 2013-09 dated 4-1-2013, Resolution No. 2015-31 dated 7-20-2015, Resolution No. 2016-53 dated 12-29-2016, Resolution No. 2018-25 dated 6-12-2018, Resolution No. 2019-43 dated 9-16-2019, Resolution No. 2020-89 dated 11-16-2020, Resolution No. 2021-74 dated 12-29-2021, Resolution No. 2022-58 dated 9-19-2022, and Resolution No. 2023-53 dated July 24, 2023.

It is understood and acknowledged by the City and CCEA that both parties met and conferred in good faith in accordance with Section 3500, et seq., of the California Government Code, and the following M.O.U. provisions represent the complete agreement that was reached as a result of that process.

1. Recognition

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

2. Effect of the MOU

As to any provision of an annual City Budget that is inconsistent with any provisions of this M.O.U., the provisions of this M.O.U. will prevail and upon City Council approval, will supersede other said inconsistent provisions or City Council Resolutions. Further, this M.O.U. affects 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 July 1, 2025 and will remain in full force and effect through June 30, 2027, 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, unenforceable or unconstitutional by a court of competent jurisdiction, such decision will have no effect on the validity of the remaining provisions of this M.O.U., and such remaining provisions will continue in full force and effect.

2.3 Waiver. The parties hereto acknowledge that during the negotiations that resulted in this M.O.U. each party 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 under General Information, 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 prohibits 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 (3) 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 Meetings. 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 employees' 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 CCEA members shall conform to pertinent provisions of State law.

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, 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. City agrees to maintain a forty (40) hour work week for its regular full-time positions. Employees on a forty (40) hour schedule must be assigned to work eighty (80) hours in each pay period and 2080 hours per year in order to be classified as full-time employees.

8.1.1 Employees assigned to a position requiring less than full-time work will be considered part-time, temporary or seasonal.

8.1.2 Part-time, temporary and seasonal employees are not represented by and do not receive the benefits contained within this MOU; rather, they receive the benefits provided in City policies as adopted from time to time

8.1.3 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.

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 an alternative 9-80 schedule will begin at 12:01 p.m. on Friday and end at 12:00 p.m. the following Friday.

8.2.6 The Department Head will provide to any employee having their work day or shift changed, a forty-eight (48) hour advanced notice, except in the case of emergencies. Should such notice not be properly provided, such time worked during the first two (2) work days on the new shift will be considered overtime.

8.3 Breaks. Employees assigned to an eight (8) hour or longer 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 Flex Time. The City and CCEA agree that a flex-time program may be allowed within City departments as approved by the Department Head and City Manager. Such flex-time must not interfere with the orderly completion of the employee's workload or the number of hours worked per pay period. It is understood by the parties that implementation of a flex-time program constitutes a benefit to the employee. 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.

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 forth in Section 204.3 of the California Labor Code.

8.5.1 Authorized overtime hours worked by an employee may be converted to Compensatory Time Off for each overtime hour worked, upon approval of the employee's Department Head. Compensatory Time Off will be accrued at the rate it is earned – straight rate, standard overtime, or double overtime using the same rules as paid overtime. The maximum accrual of compensatory time off will be eighty (80) hours.

8.5.2 Employees may roll over a maximum of sixty (60) hours of unused comp time at the end of each fiscal year. Any accrued compensatory time above sixty (60) hours will be paid to the employee on the last pay period in June. No additional comp time can be accrued in a pay period that would result in a comp time balance greater than 60 hours as of June 30. Such overtime will be paid out as earned. Any unused comp time will be paid to the employee at termination of employment.

8.5.3 Use of accrued compensatory time off must occur before the use of floating holidays 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 beginning on or after July 1, 2025, the City agrees to compensate the employees covered by this M.O.U. as described on Exhibit "A", attached hereto and by this reference made a part hereof. The City Manager and Department Head will, 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 2026, all pay scales shall be increased by the annual percentage increase indicated by the CPI-U (LA) March 2026 over March 2025. In no event, however, may the increase be less than 1.0% nor more than 3.0%. The FY 2026-2027 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 thereafter, 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 Any work in excess of forty (40) hours in a work week will be compensated at no less than 1.5 times the regular hourly rate of pay.

9.3.2 Holiday time off will count toward the employee's work week hours for computation of overtime hours, see Section 9.4.

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

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

9.3.5 Effective the first full pay period beginning on or after July 14, 2023 (as applicable), if an employee works four (4) or more consecutive hours following the end of his or her regular shift, then the employee will receive a mandatory eight-hour rest period. The rest period begins when the employee is off duty and ends when the employee reports back to duty for his or her next shift. If the eight-hour rest period overlaps with the employee's next shift, then he or she will receive paid administrative leave in an amount sufficient to give the employee an eight-hour rest period before returning to duty. Following the eight-hour rest period, the employee is required to return to duty.

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 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 (1) use one or two hours of vacation, comp time, or floating holiday; or (2) work one or two hours of makeup time during the same workweek so long as his or her supervisor approves in writing prior to the workweek. Such approval must be submitted to payroll with the employee's timesheet. When a holiday falls on an off-Friday for employees that work a 9/80 schedule, those employees will be given 8 hours of floating holiday in lieu of an extra paid day off.

9.5 Merit Plan. Effective August 30, 2009, the City implemented a merit plan under 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 or 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 will 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 will 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 standards 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 is not reportable to PERS as special compensation.

9.6 Longevity Pay. Effective the first full pay period beginning on or after July 14 (as applicable), 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%

9.6.1 Effective the first full pay period after Council approval of this MOU, the 5-year longevity pay will sunset for all employees except those who (1) are receiving longevity pay at the time of the MOU approval and (2) are not yet eligible for Step 6. These employees will continue to get their 5-year longevity pay until such time as they attain Step 6. Upon moving to Step 6, their 5-year longevity pay will cease.

9.6.2 Longevity pay is calculated as a percentage of base hourly pay times (the number of regular hours worked plus paid leave hours used) in a pay period. Longevity pay is not paid for unpaid leave hours, unless used as part of a workers' compensation TDD calculation.

9.7 Emergency Call-Out Pay (Call Back). Employees, other than those in exempt positions, who are called back to work after having left the work site at the conclusion of their regular workday or called into work on their scheduled day off, including scheduled off City-designated holidays, will be entitled to a minimum of two (2) hours pay at the following overtime rates:

9.7.1 All hours worked between 10:00 p.m. and 6:00 a.m. at two times the employee's base hourly rate ("double time"). Effective upon the adoption of this MOU by the City Council, the following clarification is made: only hours actually worked or hours required to meet the two-hour minimum that fall within the double time window of 10:00 p.m. and 6:00 a.m. will be compensated at the double time rate.

9.7.2 All other overtime hours actually worked or required to meet the two-hour minimum that fall outside of the double time window of 10:00 p.m. and 6:00 a.m. will be compensated at 1.5 times the employee's base hourly rate ("time and one-half").

9.7.3 The following examples illustrate how Emergency Call-Out Pay will be applied.

<u>Start Time</u>	<u>Finish Time</u>	<u>Rate of Pay</u>
7:00 p.m.	10:00 p.m.	3 hours at time and one-half
9:00 p.m.	11:00 p.m.	1 hour at time and one-half and 1 hour at double time
10:00 p.m.	12:00 a.m.	2 hours at double time
5:00 a.m.	7:00 a.m.	1 hour at double time and 1 hour at time and one-half

9.7.4 Call Out Pay includes (1) an employee's return to work upon the City's request after the conclusion of the employee's normal work shift, provided that more than one hour has elapsed between the end of the normal work shift and the subsequent requested reporting time; (2) employees called into work on their regular scheduled day off, including scheduled off City-designated holidays; and (3) employees that respond to a call to standby as part of the confined space rescue team. Call Out does not include scheduled requests that an employee report to work prior to the commencement of the employee's regular work shift.

9.8 On-Call Assignment Pay. The following eligible employees acknowledge and agree to provide on-call coverage on weekends and holidays during scheduled off work periods. Coverage is to be provided on an equitable, rotating basis among eligible employees, as approved by the Department Head. The following job classifications are eligible for On-Call Assignment Pay:

Electrical Mechanical Operations Technician I, II
Senior Electrical Mechanical Operations Technician
Equipment Operator I, II
Maintenance Worker I, II, III
Senior Public Works Maintenance Worker
Utility Mechanic

9.8.1 Eligible employees scheduled for on-call assignment will receive \$50.00 per day for which they are on-call. On-Call Assignment pay will be paid to an eligible employee in addition to Emergency Call Out pay for any actual call-out hours worked during a scheduled off work period.

9.8.2 Employees on on-call assignment are required to be accessible by telephone or pager, or other methods approved by the Department Head. Employees on on-call assignment must be available to acknowledge a call or page within ten (10) minutes and to respond to the on-call assignment within twenty (20) minutes.

9.8.3 Employees on on-call assignment may take home a City Public Works vehicle so that they may respond directly from their home to a call for service. City vehicles may only be used for official City business. The association acknowledges that personal use of City vehicles is a cause for disciplinary action.

9.9 Field Safety Officer Pay. The City will compensate any eligible employee who serves as Field Safety Officer an annual sum of \$5,200.00 (payable at \$200.00 per biweekly pay period). The position of Field Safety Officer may be assigned to a member of the CCEA upon approval of the City Manager.

9.10 Commercial License Pay.

9.10.1 The City will compensate eligible employees who possess and maintain a Class A or Class B Commercial Driver's License issued by the California Department of Motor Vehicles an annual sum of \$1,560.00 (payable at \$60.00 per biweekly pay period). An employee is eligible for commercial license pay only if a Class A or Class B License is not a requirement of the employee's job classification. The following job classifications are eligible for commercial license pay:

Electrical Mechanical Operations Technician I, II
Senior Electrical Mechanical Operations Technician
Equipment Operator I, II
Maintenance Worker I, II, III
Senior Public Works Senior Maintenance Worker
Mechanic I, II
Senior Mechanic

9.10.2 Additionally, the City will reimburse costs incurred by an employee in obtaining a Class B Commercial Driver's License when there are less than 3 current employees with a CDL, unless unexpected circumstances dictate that there is a need for another employee with a CDL as determined by the Department Head and City Manager. The City will only pay for a Class B CDL, but the employee will be allowed to pay the difference to obtain a Class A and to obtain a Class A CDL while at training. The medical examination must be performed by a facility of the City's choice.

9.10.3 The City will also pay the cost for employees to renew a Class B CDL. If employee has a Class A CDL, then employee may renew the Class A CDL, but employee must pay any difference in cost. Employees must obtain the approval of the Public Works Director prior to obtaining or renewing a CDL in order to be eligible for Commercial License Pay or reimbursement of costs.

9.11 Certificate Pay.

9.11.1 From July 1, 2025 to the beginning of the first full pay period following the City Council approval of this MOU, the City will compensate eligible employees who possess and maintain a valid Water Distribution Operator certificates issued by the State Water Resources Control Board (SWRCB). These employees will be compensated an additional \$0.50 per hour worked for one certificate only, provided the certification is not a requirement of the job classification. The following job classifications are eligible for Water Distribution certificate pay:

Position	Water Distribution Certificate Required (no additional compensation)	Eligible for additional compensation
Senior Building/Parks Maintenance Worker	Water Distribution 1	Water Distribution 2 or higher
Laboratory Assistant	None	Water Distribution 1 or higher
Laboratory Technician I, II	None	Water Distribution 1 or higher
Utility Mechanic	Water Distribution 1	Water Distribution 2 or higher
Equipment Operator I, II	None	Water Distribution 1 or higher
Maintenance Worker I, II	None	Water Distribution 1 or higher
Maintenance Worker III	Water Distribution 1	Water Distribution 2 or higher
Senior Public Works Maintenance Worker	Water Distribution 2	Water Distribution 3 or higher
Electrical Mechanical Operations Technician I*	Water Distribution 1	Water Distribution 2 or higher
Electrical Mechanical Operations Technician II*	Water Distribution 2	Water Distribution 3 or higher
Senior Electrical Mechanical Operations Technician*	Water Distribution 3	Water Distribution 4 or higher

9.11.2 Effective the first full pay period following the City Council approval of this MOU, the City will compensate eligible employees who possess and maintain one of

the below listed certificates issued or recognized by the State of California. These employees will be compensated an additional 2.0% of their base hourly wage for up to three (3) certificates (6.0%), provided that the certification is not a requirement of the job classification. The following job classifications are eligible for certificate pay:

Job Classification	Certificate(s) required by job description	Certificates eligible for certificate pay
Senior Building/Parks Maintenance Worker	• SWRCB Water Distribution Certificate Grade 1	• SWRCB Water Distribution Certificate (Grade 2 or higher)
Laboratory Assistant	• None	• SWRCB Water Distribution Certificate (Grade 1 or higher)
Laboratory Technician I	• CWEA Certificate Lab Analyst Grade 1	• SWRCB Water Distribution Certificate (Grade 1 or higher) • CWEA Certificate Lab Analyst (Grade 2 or higher) • CWEA Environmental Compliance Inspector Certificate (Grade 1 or higher)
Laboratory Technician II	• CWEA Certificate Lab Analyst Grade 2	• SWRCB Water Distribution Certificate (Grade 1 or higher) • CWEA Certificate Lab Analyst (Grade 3 or higher) • CWEA Environmental Compliance Inspector Certificate (Grade 1 or higher)
Utility Mechanic	• SWRCB Water Distribution Certificate Grade 1 • CWEA Collection Maintenance Certification Grade 1	• SWRCB Water Distribution Certificate (Grade 2 or higher) • CWEA Collection Maintenance Certificate (Grade 2 or higher)
Mechanic I&II	• None	• ASE Auto & Light Truck A-series, total of 9 certifications. • Medium & Heavy Duty Truck T-series, total of 8 certifications.
Equipment Operator I	• None	• SWRCB Water Distribution Certificate (Grade 1 or higher)
Equipment Operator II	• None	• SWRCB Water Distribution Certificate (Grade 1 or higher)
Maintenance Worker I & II	• None	• SWRCB Water Distribution Certificate (Grade 1 or higher) • CWEA Collection System Maintenance (Grade 1 or higher)
Maintenance Worker III	• SWRCB Water Distribution Certificate Grade 1	• SWRCB Water Distribution Certificate (Grade 2 or higher) • CWEA Collection System Maintenance (Grade 1 or higher)

Senior Public Works Maintenance Worker	• SWRCB Water Distribution Certificate Grade 2	• SWRCB Water Distribution Certificate (Grade 3 or higher) • CWEA Collection System Maintenance Certificate (Grade 1 or higher)
Electrical Mechanical Operation Technician I	• SWRCB Water Distribution Certificate Grade 1 • CWEA Mechanical Technologist Certificate Grade 1 • CWEA Electrical / Instrumental Technologist Certificate Grade 1	• SWRCB Water Distribution Certificate (Grade 2 or higher) • CWEA Mechanical Technologist Certificate (Grade 2 or higher) • CWEA Electrical / Instrumental Technologist Certificate (Grade 2 or higher) • CWEA Collections System Maintenance Certificate (Grade 2 or higher)
Electrical Mechanical Operation Technician II	• SWRCB Water Distribution Certificate Grade 2 • CWEA Mechanical Technologist Certificate Grade 2 • CWEA Electrical / Instrumental Technologist Certificate Grade 2	• SWRCB Water Distribution Certificate (Grade 3 or higher) • CWEA Mechanical Technologist Certificate (Grade 3 or higher) • CWEA Electrical / Instrumental Technologist Certificate (Grade 3 or higher) • CWEA Collections System Maintenance Certificate (Grade 2 or higher)
Senior Electrical Mechanical Operations Technician	• SWRCB Water Distribution Certificate Grade 3 • CWEA Mechanical Technologist Certificate Grade 3 • CWEA Electrical / Instrumental Technologist Certificate Grade 3 • CWEA Collections System Maintenance Certificate Grade 1	• SWRCB Water Distribution Certificate (Grade 4 or higher) • CWEA Mechanical Technologist Certificate (Grade 4 or higher) • CWEA Electrical / Instrumental Technologist Certificate (Grade 4 or higher) • CWEA Collections System Maintenance Certificate Grade 2 or higher)

9.11.3 Certificate pay is calculated as 2% of the employee's base hourly wage times (the number of regular hours worked plus paid leave hours used) in a pay period. Certificate pay is not paid for unpaid leave hours, unless used as part of a workers' compensation TDD calculation.

9.12 Backflow Prevention Program Certificate Pay. The City will compensate eligible employees who are assigned to conduct the City's backflow prevention program. Eligible employees must possess and maintain a valid Backflow Prevention Tester Certification issued by the American Waterworks Association (AWWA) and be specifically assigned to conduct the backflow prevention testing program by the City Engineer/Director of Public Works. Eligible employees who are assigned backflow prevention program duties will be compensated an annual sum of \$520 (payable at \$20.00 per biweekly pay period).

9.13 Confined Space Rescue Team Pay. Effective the first full pay period following Council approval of this MOU, employees who are members of the confined space rescue team shall receive \$40.00 per pay period that the employee is qualified and designated to serve on the team. The City Manager, or his/her designee shall, have the authority to select and designate employees to serve on the confined space rescue team.

9.14 Out of Class Pay. Employees who are asked by the City to temporarily perform the duties of an existing, higher level job classification that is either vacant, the incumbent is on a leave-of-absence, or for some other reason away from the job, may be offered Out of Class Pay.

9.14.1 To qualify, the employee must spend 50% or more of his or her workday performing the out of class duties for a minimum of two consecutive work weeks.

9.14.2 The employee will only be paid Out of Class Pay for those workdays that the employee is working the out of class assignment.

9.14.3 Out of Class Pay must be requested by the Department Head and approved by the City Manager. 9.14.4 Out of Class Pay will be paid at a rate of an additional 5% - 20% of the employee's base hourly wage, determined by the City Manager.

9.14.5 Out of class pay is only reportable to CalPERS as pensionable earning if it meets CalPERS requirements for special compensation.

9.15 Cross-Connection Control Specialist / Coordinator Pay. The City will compensate any eligible employee who serves as the City's Cross-Connection Control Specialist / Coordinator an annual sum of \$5,200.00 (payable \$200.00 per biweekly pay period) for the time that the employee serves in that capacity. The designation of an employee as the Cross-Connection Control Specialist / Coordinator must be approved by the City Manager.

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 Plan for the permanent 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 Plan for the permanent 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 covered by this M.O.U. a payroll deduction to allow the employees to participate in the Mission Square Deferred Compensation Program. These contributions may be made by the employee on a voluntary basis.

10.3 Wellness Incentive Program.

10.3.1 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 employee.

10.3.2 In addition, the City agrees to reimburse each employee up to \$360.00 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 health-related applications or programs such as Weight Watchers, Noom, Calm, etc. The purpose of this program is to reduce Workers’ Compensation claims.

10.3.3 Employees must submit reimbursement requests no more than monthly and no less than quarterly for actual expenses incurred in that month or that quarter (including the payment of a qualifying annual membership). If quarterly, Jan – Mar must be submitted in April; Apr – Jun must be submitted in July; Jul – Aug must be submitted in September; Jul – Sep must be submitted in October; and Oct – Dec must be submitted in January. Receipts submitted late may not be reimbursed. Reimbursement will be made on the next available check run once all approvals are received by the Finance Department. Equipment or other physical items are not eligible for reimbursement.

10.4 Reimbursement for Damaged Property. The City agrees to compensate employees who sustain 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 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
Jewelry (rings, necklaces, etc.)	Not Applicable
Prescription Eyeglasses/Contact Lenses	Actual cost of like replacement
Safety Equipment (Dept. Head approved employee purchased item)	Actual cost of like replacement

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.

10.6 Work Boot Reimbursement. The City will reimburse actual costs for work boots purchased by eligible employees, up to \$200.00 per employee per fiscal year. Employees may request a 75% advance toward the cost of work boots by presenting a quote, advertisement, or listing of the boots that they wish to purchase. The employee will then be issued an amount equal to 75% of the sales price (up to a maximum of 75% of \$200). The employee can then claim the remainder of the cost of the boots upon turning in a receipt (up to a maximum of \$200).

10.7 Prescription Safety Glasses. The City will reimburse the actual costs for prescription safety glasses purchased by eligible employees, up to \$200 per employee per fiscal year. Employees may request a 75% advance toward the cost of prescription safety glasses by presenting a quote, advertisement, or listing of the glasses that they wish to purchase. The employee will then be issued an amount equal to 75% of the sales price (up to a maximum of 75% of \$200). The employee can then claim the remainder of the cost of the prescription safety glasses upon turning in a receipt (up to a maximum of \$200).

10.8 Uniform Shirts and Sweatshirts. The City will provide a supply of both long-sleeved t-shirts and sweatshirts for CCEA employees at no cost to the employees to provide a uniform look for City employee recognition while working out in public. There shall be enough of a supply to cover all bargaining unit employees on an annual basis.

11. Health and Welfare Insurance

11.1 Employer Contribution for CalPERS Health Insurance. The City will contribute \$150.00 per month (or the minimum amount specified in Gov. Code 22892(b), whichever is more) toward the cost of the CalPERS Health Premium for both permanent full-time employees and retirees.

11.2 Flexible Benefit Plan. The City will establish 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, ground and air ambulance insurance. Ground and air ambulance subscriptions may not apply to remote work employees if the service provider is not available in their area.

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 permanent full-time 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 CCEA 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 CCEA.

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

11.4 Dental Insurance Coverage. The City agrees to continue to provide a group dental plan to the employees covered by this M.O.U. The coverage will include the employee and his or her qualified dependents.

The carrier of this coverage will not be changed without satisfying the same conditions as provided for a change of the medical insurance carrier.

11.5 Vision Care Insurance Coverage. The City agrees to continue to provide a group vision care plan for the employees covered by this M.O.U. The coverage will include 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 qualified dependents. Air ambulance insurance may not apply to remote work employees if the service is not available in their area.

11.7 Life Insurance. The City agrees to continue to provide life insurance coverage for the employees covered by this M.O.U. in an amount equal to 1.5 times the employee's annual salary rounded up to the nearest whole thousand-dollar figure. In addition, the City agrees to continue to provide to the employees an additional \$5,000 policy payable on the death of one of employee's dependents through the long-term disability insurance carrier.

11.8 Long-Term Disability Insurance Coverage. The City agrees to continue to provide Long-Term Disability Insurance coverage to the employees covered by this M.O.U. Effective the first day of the month following 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 the Human Resources Manager at (707) 464-7483 ext. 19 or (707) 954-7245 as soon as possible regarding FMLA for their own serious health condition or that of a family member.

11.10 When Benefits Terminate. CalPERS health benefits terminate the last day of the month after the employee separates, ends coverage, or becomes ineligible. For example, if an employee separates May 15, health coverage will end June 30. Dental and vision benefits terminate the last day of the month in which the employee separates, ends coverage, or becomes ineligible. For example, if an employee separates May 15, dental and vision coverage will end May 31. All other benefits terminate at the time of separation.

12. City-Designated Holidays

The City agrees to provide to the employees covered by this M.O.U. the following holidays off from work and with pay:

New Year's Day	January 1
Martin Luther King 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)
Veteran's Day	November 11
Thanksgiving Day	November (4th Thursday)
Day after Thanksgiving	November (4 th 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.

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 Monday following the holiday with pay. If a City-designated holiday falls on the “off” Friday for any employee working a 9-80 schedule or on any “off” day for an employee that works at a facility that requires coverage 7 days per week (WWTP and Water Quality Lab), then the employee will receive an 8-hour floating holiday in lieu of an additional paid day off.

13. Leaves

13.1 Unpaid Leave of Absence. 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 any 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.

13.2 Mandatory Use of Paid Leave. During any absence from work, employees must use available leave accruals in accordance with City leave policies to ensure they receive 80 hours of regular pay per pay period, unless the leave is protected by FMLA/ CFRA or workers’ compensation.

13.3 Leave Accruals While on Leave. In the event of an extended leave of absence of twenty (20) work days or more, accruals will temporarily stop until the employee returns to work. Employees on unpaid leave (of any length) will have their sick and vacation leave accruals reduced proportionately for that pay period, unless the leave is protected by FMLA/ CFRA or workers’ compensation. 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 must utilize any unused balances (i.e., sick, comp time, floating holidays, vacation) during their leave time but will not continue to accrue until they return to work.

13.4 Order of Leave Taken. Use of any accrued leave must be taken in the following order:

- 1) Compensatory time off;
- 2) Floating holidays;
- 3) Vacation

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

13.6 Vacation.

13.6.1 Accrual Schedule. The following vacation accrual schedule will be effective on the first pay period after the effective date of this M.O.U. Leave is earned at the end of the pay period. Leave may not be used before it is earned.

Length of Service

Bi-Weekly Accrual Rate

Date of Employment thru 12th month
13th month thru 120th month
121st month & beyond

4.0 Hours
5.23 Hours
6.15 Hours

13.6.2 Utilization. Employees covered by this M.O.U. may not accrue vacation beyond four hundred (400) hours. Vacation leave may not be granted to an employee with less than six (6) months of employment, unless they have prior approval of the City Manager. Employees will be compensated at their current rate of pay when vacation leave is used, cashed out, or paid out upon employee separation. Upon termination, an employee will be compensated for unspent accrued vacation.

13.6.3 Elective Vacation Cash-Out Plan.

a. Employees have the elective option to cash-out up to forty (40) 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 forty (40) hours of vacation in the previous twelve (12) month period.

b. Employees who want to cashout vacation leave must irrevocably elect to do so by December 31 to cashout the following calendar year (beginning with December 2026 for cashouts in the 2027 calendar year). The requirements for accrued leave balance and leave used will be calculated as of the date of the cashout request. Employee must earn the cashout hours in the calendar year of the cashout payment, prior to the actual cashout. Employee cannot cashout hours that were earned the year before. Cashouts will only be allowed the first pay period paid in June and the first pay period in December of each calendar year (beginning with calendar year 2027). Employee must sign a form in December of the prior year stating which cashout date they are choosing (June, December, or both) and how many hours to cashout on each of those dates. The employee cannot decide afterward to not cashout. If the employee uses so many vacation hours in the year prior to the cashout that the employee no longer has enough hours accrued to fulfill the cashout request, the City must cash out the number of hours available to be cashed out.

13.7 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.

13.7.1 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 pay period, with an accumulation limit of 720 hours. Leave is earned at the end of the pay period. Leave may not be used before it is earned.

13.7.2 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. The employee may be required to file a physician's or dentist's statement, or a personal affidavit with the Human Resources Manager stating the cause of absence before such leave with pay will be granted. 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.

13.7.3 After four (4) consecutive days of illness, an employee may be required to provide a physician's "return to work" release in writing.

13.7.4 Employees who violate or misuse the 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 appointment.

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

13.7.6 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 the Human Resources Manager 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 partner, 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.

13.7.7 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 leave. Immediate family is defined as the same family members as noted above in section 13.2.6.

13.7.8 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.

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

13.7.10 Conversion to Sick Leave Bank. Any employee whose available sick leave accrual equals or exceeds seven hundred twenty (720) hours at the end of a bi-weekly pay period must, for the next pay period and any subsequent pay periods until the accrual is below the 720 hours, be compensated by having his or her normal accrual amount for the pay period deposited into a "sick leave bank-CCEA."

a. Use of sick leave hours from this time bank will be by approval of such procedures as are mutually agreed upon by the CCEA and the City Manager.

b. Total sick leave bank accruals deposited may not exceed 1500 hours available at any time.

c. In the event the employee reaches the maximum sick leave bank accrual, no further accruals or conversion may occur.

13.8 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.

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

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

13.8.3 The City Manager (or Human Resources Manager 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.

13.8.4 Leave may be terminated by the City Manager when he or she determines to his or her satisfaction that the employee is regularly 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 regular 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 is whether the employee can *substantially* perform his or her usual duties.

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

13.9 Parenting Leave. Parenting leave will be considered leave without pay and provided in accordance with applicable federal and state laws; specifically, Family Medical Leave Act (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 Human Resources 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 participating in Employment Development Department (EDD) programs that could have provided Paid Family Leave for parenting leave purposes.

13.10 Bereavement Leave. Upon the death of a family member, permanent employees are eligible for bereavement leave for up to a maximum of five (5) working 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 may grant additional time based on individual circumstances. The City Manager may approve other bereavement leave requests on a case-by-case basis.

13.11 Reproductive Loss Leave. Permanent employees are eligible for reproductive loss leave for a maximum of five (5) workdays per incident with pay. Upon the prior approval by the employee's department head, the employee may utilize reproductive loss leave upon the occurrence of a qualifying event. A qualifying reproductive loss event includes and is limited to failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction as defined in Government Code Section 12945.6. The leave must be taken within three (3) months of the qualifying event.

13.12 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 their Department Head a copy of the summons, notice, or subpoena directing the employee to appear in court. 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.

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

13.14 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.

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

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

13.14.3 Such leave will not be granted 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.

13.14.4 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.

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

13.15 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 Human Resources for not having obtained prior permission.

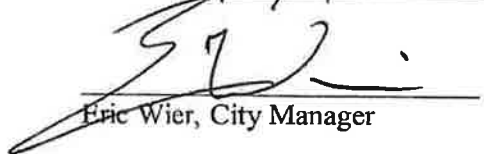
13.16 Return to Work Requirements. At least one (1) week prior to the expiration of the approved leave of absence, with or without pay, the employee must notify the Department Head of the employee's intention to return to work. Upon the expiration of an approved leave, the employee must return to work 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 the Human Resources Manager.

13.17 Determination of Continuous Service. The length of an employee's service will be considered continuous while the employee is on an approved leave of absence, 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.

SIGNATURE PAGE
CCEA 2025-2027 MOU

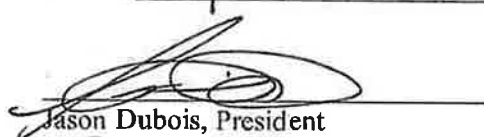
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Recommended to City Council**

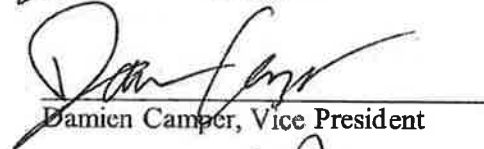
DATE: 2/5/26


Eric Wier, City Manager

**Agreed Hereto for
CRESCENT CITY EMPLOYEES'
ASSOCIATION**

DATE: 01/30/24


Jason Dubois, President


Damien Camper, Vice President


Bill Huffman, Secretary

APPROVED AS TO FORM:


Martha D. Rice, City Attorney

CCEA PAY SCHEDULE – EXHIBIT A
EFFECTIVE 7/2025

The parties hereto agree that the following pay schedule for the following positions effective the first full pay period in Fiscal Year 2025-2026. This pay shall be made retroactive to the first complete pay period in FY 25/26 for all employees employed with the City as of January 1, 2026.

All figures are described in hourly rates.

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lab Assistant	2	18.81	19.75	20.74	21.78	22.87	24.01
Maintenance Worker 1	2	18.81	19.75	20.74	21.78	22.87	24.01
Maintenance Worker 2	6	20.76	21.80	22.89	24.03	25.23	26.49
Mechanic 1	6	20.76	21.80	22.89	24.03	25.23	26.49
Equipment Operator 1	7	21.28	22.34	23.46	24.63	25.86	27.15
Housing Inspector	8	21.81	22.90	24.05	25.25	26.51	27.84
Relief Supervisor	8	21.81	22.90	24.05	25.25	26.51	27.84
RV Park Supervisor	8	21.81	22.90	24.05	25.25	26.51	27.84
Utility Mechanic	8	21.81	22.90	24.05	25.25	26.51	27.84
Lab Technician 1	10	22.92	24.07	25.27	26.53	27.86	29.25
Maintenance Worker 3	10	22.92	24.07	25.27	26.53	27.86	29.25
Senior Bldg/Parks Worker	10	22.92	24.07	25.27	26.53	27.86	29.25
Equipment Operator 2	12	24.08	25.28	26.54	27.87	29.26	30.72
Mechanic 2	12	24.08	25.28	26.54	27.87	29.26	30.72
EMOT 1	16	26.58	27.91	29.31	30.78	32.32	33.94
Senior Maintenance Worker	16	26.58	27.91	29.31	30.78	32.32	33.94
Lab Technician 2	18	27.92	29.32	30.79	32.33	33.95	35.65
EMOT 2	22	30.82	32.36	33.98	35.68	37.46	39.33
Senior Mechanic	22	30.82	32.36	33.98	35.68	37.46	39.33
Senior EMOT	28	35.74	37.53	39.41	41.38	43.45	45.62

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.

RULES FOR PAY STEP PROGRESSION: Employees may move through the Steps in the following manner and at the discretion of the Department Head upon City Manager concurrence.

STEP 1: Entry Step. The employee is normally hired at this pay step.

STEP 2: Second Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employee's progress to this step upon six months of satisfactory performance in Step 1 or at the discretion of the Department Head and City Manager.

STEP 3: Third Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employee's progress to this step upon twelve (12) months of satisfactory performance in Step 2, or at the discretion of the Department Head and City Manager.

STEP 4: Fourth Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employee's progress to this step upon twelve (12) months of satisfactory performance in Step 3, or at the discretion of the Department Head and City Manager.

STEP 5: Employees may progress to this step upon twelve (12) months of satisfactory performance in Step 4, or at the discretion of the Department Head and City Manager.

STEP 6: Effective the first full pay period following the adoption of this MOU by the City Council, employees may progress to this step upon twelve (12) months of satisfactory performance in Step 5 and obtaining all certifications required by their job description.

- The employee's supervisor will evaluate the employee's performance in the time periods provided for by each pay step to determine if the employee will progress to the next pay step. Employees at Step 5 will also be evaluated by the employee's supervisor to determine performance strengths and weaknesses.
- All employee evaluations will be reviewed by the employees' Department Head and City Manager.
- The supervisor will notify the employee at least ten (10) days prior to the employee's due date for a pay increase as to whether or not the supervisor will recommend a pay step increase for the employee. Employees may utilize the grievance procedure should an employee object to the supervisor's decision in this matter.
- Notwithstanding any of the above, employees who are promoted will be placed in the pay step of the new classification which provides the employee a minimum increase of five (5) percent unless the pay at the new classification is already at Step 5.
- Employees who are demoted for disciplinary reasons will be paid at the salary of the same step within the lower pay classification.
- Employees who are transferred from one position to another of equal pay will not be increased or decreased in respect to their present pay.

CCEA PAY SCHEDULE – EXHIBIT A
EFFECTIVE 7/2026

The parties hereto agree to the following pay schedule for the following positions effective the first complete pay period in Fiscal Year 2026-27, by an amount equal to the CPI-U (LA) percentage increase measured by March 2026 over March 2025, not to be less than 1.0% nor more than 3.0%. When the March index becomes available, those wages shall be figured and the wage schedule updated and attached hereto.

All figures are described in hourly rates.

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lab Assistant	2						
Maintenance Worker 1	2						
Maintenance Worker 2	6						
Mechanic 1	6						
Equipment Operator 1	7						
Housing Inspector	8						
Relief Supervisor	8						
RV Park Supervisor	8						
Utility Mechanic	8						
Lab Technician 1	10						
Maintenance Worker 3	10						
Senior Bldg/Parks Worker	10						
Equipment Operator 2	12						
Mechanic 2	12						
EMOT 1	16						
Senior Maintenance Worker	16						
Lab Technician 2	18						
EMOT 2	22						
Senior Mechanic	22						
Senior EMOT	28						

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

RULES FOR PAY STEP PROGRESSION: Employees may move through the Steps in the following manner and at the discretion of the Department Head upon City Manager concurrence.

STEP 1: Entry Step. The employee is normally hired at this pay step.

STEP 2: Second Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employee's progress to this step upon six months of satisfactory performance in Step 1 or at the discretion of the Department Head and City Manager.

STEP 3: Third Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employee's progress to this step upon twelve (12) months of satisfactory performance in Step 2, or at the discretion of the Department Head and City Manager.

STEP 4: Fourth Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employee's progress to this step upon twelve (12) months of satisfactory performance in Step 3, or at the discretion of the Department Head and City Manager.

STEP 5: Employees may progress to this step upon twelve (12) months of satisfactory performance in Step 4, or at the discretion of the Department Head and City Manager.

STEP 6: Employees may progress to this step upon twelve (12) months of satisfactory performance in Step 5 and obtaining all certifications required by their job description.

- The employee's supervisor will evaluate the employee's performance in the time periods provided for by each pay step to determine if the employee will progress to the next pay step. Employees at Step 5 will also be evaluated by the employee's supervisor to determine performance strengths and weaknesses.
- All employee evaluations will be reviewed by the employees' Department Head and City Manager.
- The supervisor will notify the employee at least ten (10) days prior to the employee's due date for a pay increase as to whether or not the supervisor will recommend a pay step increase for the employee. Employees may utilize the grievance procedure should an employee object to the supervisor's decision in this matter.
- Notwithstanding any of the above, employees who are promoted will be placed in the pay step of the new classification which provides the employee a minimum increase of five (5) percent unless the pay at the new classification is already at Step 5.
- Employees who are demoted for disciplinary reasons will be paid at the salary of the same step within the lower pay classification.
- Employees who are transferred from one position to another of equal pay will not be increased or decreased in respect to their present pay.