

RESOLUTION No. 2018-35

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 MANAGEMENT EMPLOYEES ASSOCIATION FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2020

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 laws 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, 2018 through June 30, 2020, attached as Exhibit A to this resolution; and

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

WHEREAS, said MOU has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crescent City, California that the attached Memorandum of Understanding Between the City of Crescent City and the Crescent City Management Employees Association for July 1, 2018 through June 30, 2020 is hereby ratified and approved.

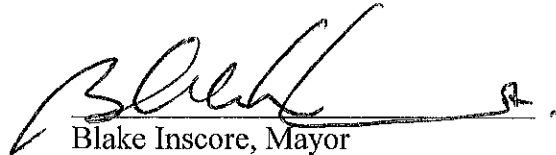
PASSED AND ADOPTED and made effective the same day by the City Council of the City of Crescent City on this 2nd day of July, 2018, by the following polled vote:

AYES: Council Members Fallman, Greenough, Short, Kime, and Mayor Inscore

NOES: None

ABSTAIN: None

ABSENT: None


Blake Inscore, Mayor

ATTEST:

Robin Patch, City Clerk

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

Effective July 1, 2018
Through
June 30, 2020



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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, 2018 THROUGH JUNE 30, 2020.

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	Page 1
General Information	
1. Recognition	1
2. Effect of MOU	1
2.1 Duration and Amendments	1
2.2 Severability and Continuation	1
2.3 Waiver	2
2.4 Procedure to Further Meet-and-Confer	2
3. Employee Representation	2
Association Release Time	2
4. Management Rights	2
5. Employer-Employee Relations Rules	3
6. Non-Discrimination Clause	3
7. Definitions	3
8. Hours of Work	3
8.1 General	3
8.2 Work Day Described	3
8.3 Breaks	3
8.4 Alternative Work Schedule	4
8.5 Compensatory Time Off	4
8.6 Reporting Time	4
9. Compensation and Wages	5
9.1 Wages Established	5
9.2 Pay Period	5
9.3 Overtime	5
9.4 Holiday Pay	5
9.5 Merit Plan	5
9.6 Longevity Pay	6
9.7 Emergency Call-Out (Call Back)	6
9.8 Tier 1 Employee Retention Pay	6
10. Benefits	6
10.1 Public Employees' Retirement System (PERS) Program	6
10.2 Deferred Compensation	7
10.3 Physical Conditioning Program	7
10.4 Reimbursement for Damaged Property	7
10.5 Education Assistance Program	8

11.	Health and Welfare Insurance	8
11.1	Flexible Benefit Plan	8
11.2	Medical Insurance Coverage	9
11.3	Life Insurance Coverage	9
11.4	Dental Insurance Coverage	9
11.5	Long-Term Disability Insurance Coverage	9
11.6	Vision Care Insurance Coverage	9
11.7	Air Ambulance Insurance Coverage	9
11.8	Benefits During Family Medical Leave	9
11.9	When Benefits Terminate	10
12.	Holidays	10
13.	Leaves	10
13.1	Vacation	11
13.2	Sick Leave	11
13.3	Occupational Medical Leave	13
13.4	Parenting Leave	13
13.5	Bereavement Leave	14
13.6	Jury Duty/Witness Testimony Leave	14
13.7	Military Leave	14
13.8	Leave of Absence Without Pay	14
13.9	Unauthorized Absence	14
13.10	Return to Work Requirements	15
13.11	Determination of Continuous Service	15

Pay Schedule – Exhibit A

16, 17

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 1991-51 dated 9-16-91, Resolution 1992-27 dated 7-6-92, Resolution 1994-24 dated 7-18-94, Resolution 1996-28 dated 9-3-96, Resolution 1999-14 dated 11-15-99, Resolution 2004-21 dated 7-19-04, Resolution 2006-04 dated 1/17/06, Resolution 2008-20 dated 9/15/08, Resolution No. 2010-14 dated 6/21/2010, Resolution 2013-06 dated 3/18/2013, Resolution 2015-30 dated 7/20/2015, and Resolution 2016-52 dated 12/19/2016.

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, 2020 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 in Section 9.1., 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.

8.2 Work Day Described. The parties hereto agree that the normal work day for City employees assigned to work a forty (40) hour work week schedule is eight (8) hours in each single work day, unless the employee, upon the approval of the City Manager, is assigned to work a four (4) day/ten (10) hour work schedule.

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 during each four (4) hour work shift.

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 be structured as follows:

8.4.1. The alternative work schedule period will be concurrent with the regular pay periods and require 80 working hours biweekly.

8.4.2. Employees may be authorized to work one of two alternative work schedules:

(a) 9 hour days: work a maximum of nine (9) hours per day for four days and eight (8) hours per day for one day during the first week of each pay period, and nine (9) hours per day for four days with one off-work day during the second week of each pay period; or

(b) 10 hour days: work a maximum of ten (10) hours per day for four days each week of the pay period.

8.4.3. The alternative work schedule is not subject to overtime pay except for any work hours over 80 hours in a biweekly pay period.

8.4.4. All alternative work schedule hours will incorporate the business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

8.4.5. Departments with direct public contact must maintain staffing schedules to provide adequate public service.

8.4.6. Employees receive eight (8) hours pay for City-designated holidays.

8.4.7. Employees taking time off are 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.

8.4.8. Exempt employees are eligible for an alternative work schedule.

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. The City agrees to compensate the positions covered by this M.O.U. as described on Exhibit "A", attached hereto and by this reference made a part hereof. The FY 2019-2020 exhibit will be updated as numbers for the annual CPI are known and will be attached hereto. 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 2018, all pay scales shall be increased by the annual percentage increase indicated by the CPI-U (LA) March 2018 over March 2017. In no event, however, may the increase be less than 1.0% nor more than 3.0%.

9.1.2. Effective the first full pay period in July of 2019, all pay scales shall be increased by the annual percentage increase indicated by the CPI-U (LA) March 2019 over March 2018. In no event, however, may the increase be less than 1.0% nor more than 3.0%.

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. The pay date will be biweekly on Friday. Employees must be compensated for their services within five (5) 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 eight (8) hours in one work day 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.

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.

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.

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 an employee prior to the effective date of this plan and that does not comply with these provisions will not be reportable to PERS as special compensation.

9.6 Longevity Pay. Employees with ten (10) years of full-time continuous service or more will be compensated by an additional five percent (5%) of their base hourly pay. Employees with twenty (20) years of full-time continuous service or more will be compensated by an additional five percent (5%) of their base hourly pay. For the purposes of computing years of service, the anniversary of full-time employment will be used for qualification.

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").

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 \$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). 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. 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 allocate \$1,540.00 per month per employee to cover premium costs for medical, vision, dental, air ambulance, long-term disability, and life insurance offered by the City's Cafeteria Plan.

b. Total monthly premium costs of selected insurance coverage which exceed the monthly allocation will be the responsibility of the employee.

c. For retirees, the minimum employer contribution to CalPERS Health Coverage may not be less than the amount specified in GC 22892 (b). The dedicated employer contribution to CalPERS Health Coverage is \$296.00 per month.

d. The minimum required coverage(s) that each employee must select under the flexible benefit plan are: the PERSSelect Health Plan, vision insurance, dental insurance, air ambulance insurance, long term disability insurance, and life insurance coverage(s) offered by the City.

e. In order to be excluded from the requirement for the PersSelect Health Plan, vision insurance, and dental insurance, an employee shall submit verification of enrollment in a health plan that provides equivalent alternate coverage for health, vision, and dental insurance as required by the Patient Protection and Affordable Care Act. Air ambulance, long term disability, and life insurance coverage are required.

f. Effective January 1, 2017, full-time regular employees who opt out of City's health plan will receive a \$700 per month cash-in-lieu benefit payment. g. Effective January 1, 2017, employees will no longer be able to receive as cash the unused portion of their flexible benefit allowance.

11.2 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.

11.2.1. 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.

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

11.2.3. The City agrees to begin the exploration of alternative healthcare/retirement healthcare options for employees within six (6) months of the effective date of this agreement.

11.3 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 the nearest whole thousand-dollar figure.

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 Long-Term Disability Insurance Coverage. The City agrees to continue to provide Long-Term Disability Insurance coverage to the permanent employees.

11.6 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.

11.7 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.

11.8 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.

11.9 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 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 following Monday with pay.

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

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.

<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 800 hours.

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. Employee 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 eight hundred (800) 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. Permanent employees are eligible for bereavement leave to a maximum of five (5) work days per year with pay for the term of this M.O.U.

Upon the prior approval by the City Manager, the employee may utilize bereavement leave upon the death of an immediate family member. Immediate family is defined as: spouse, parents, children, siblings, grandparents, grandchildren, domestic partner, or in-laws (parents, grandparents, and siblings). 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.

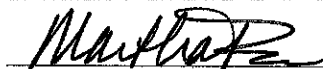
Agreed to and Recommended to City Council:

Date: 6/28/2018


Eric Wier, City Manager


Martha D. Rice, City Negotiator

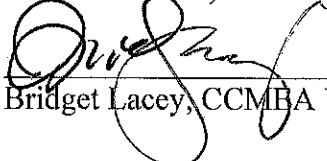
APPROVED AS TO FORM:


Martha D. Rice, City Attorney

Approved by the CCMEA:

Date: 29 June 2018


Fritz Ludemann, CCMEA President


Bridget Lacey, CCMBA Vice-President

CCMEA Pay Schedule – Exhibit A
Effective 7/1/2018

The parties hereto agree to the following pay schedule for the following positions for the period July 1, 2018 through June 30, 2019, effective the first complete pay period in Fiscal Year 2018-2019. This pay schedule reflects a 3.0% CPI increase.

All figures are described in hourly rates.

	Step 1	Step 2	Step 3	Step 4	Step 5
Technical and Supervisory Positions					
Accountant	26.79	28.13	29.54	31.02	32.57
Bldg Inspector	22.98	24.12	25.33	26.59	27.92
Engineering Tech	20.84	21.89	22.98	24.12	25.33
Engineering Tech (Y-Rated)	22.76	23.90	25.09	26.35	27.66
IS Administrator	30.79	32.33	33.95	35.65	37.43
Pool Manager	28.15	29.55	31.04	32.59	34.22
Project Manager	26.79	28.13	29.54	31.02	32.57
PW Maint Mgr	2,586.44 – 3,143.85 bi-weekly				
Utilities Manager	2,715.77 – 3,301.04 bi-weekly				
Lab Director	28.15	29.55	31.04	32.59	34.22
WWTP Supervisor	30.79	32.33	33.95	35.65	37.43
Confidential Positions					
HR Administrator	21.89	22.98	24.12	25.33	26.59
City Clerk	28.15	29.55	31.04	32.59	34.22
PR Administrator	21.89	22.98	24.12	25.33	26.59

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 7/1/2019

The parties hereto agree to the following pay schedule for the following positions for the period July 1, 2019 through June 30, 2020, effective the first complete pay period in Fiscal Year 2019-2020. 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
Technical and Supervisory Positions					
Accountant					
Bldg Inspector					
Engineering Tech					
Engineering Tech (Y-Rated)					
IS Administrator					
Pool Manager					
Project Manager					
PW Maint Mgr	bi-weekly				
Utilities Manager	bi-weekly				
Lab Director					
WWTP Supervisor					
Confidential Positions					
HR Administrator					
City Clerk					
PR Administrator					

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.