

MEMORANDUM OF  
UNDERSTANDING  
BETWEEN  
THE CITY OF LAGUNA BEACH  
AND  
THE LAGUNA BEACH MUNICIPAL  
EMPLOYEES' ASSOCIATION  
July 1, 2019 – June 30, 2022

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## **1.0 Introduction:**

This Memorandum of Understanding (hereinafter “MOU”) has been reached and prepared after meeting and conferring in good faith between the City of Laguna Beach and representatives of the Laguna Beach Municipal Employees’ Association (hereinafter “Association”) pursuant to the provisions of Government Code Section 3500, *et. seq.*

## **2.0 Term of MOU:**

This MOU shall remain in full force and effect beginning July 1, 2016 and ending June 30, 2022.

## **3.0 Recognition of Representation:**

The City recognizes the Laguna Beach Municipal Employees’ Association as the bargaining unit which represents the following: Municipal employees of the City and Regular Marine Safety Full-Time Lifeguards. The Unit also represents the confidential employees of Senior Administrative Analyst – City Manager’s Office, Senior Administrative Analyst – Human Resources Division, Administrative Analyst - Human Resources Division, Senior Office Specialist - Human Resources Division and Accounting Technician – Finance Division.

### **3.1 Employee Association Dues Deduction**

The City will deduct from each regular paycheck and remit to the Association, the dues for each employee as certified by the Association. The Association will maintain the signed authorization to make the dues deduction for each employee. If an employee claims that he/she has not authorized dues be deducted from their pay, the dispute will be between the employee and the Association. The City will follow what the Association has informed it about dues deduction for each employee in the unit.

The effective date of dues deduction or if the Association informs the City that dues shall no longer be deducted from a member, shall be no later than the beginning of the first pay period commencing fourteen (14) days after the Association informs the City that it has received an authorization for dues deduction from the unit member or to stop deducting dues.

The Association will relieve the City, its officers and employees, of any liability that may result from making, cancelling or changing requested deductions. Employee requests to cancel or change deductions for the Association dues shall be directed to the Association, rather than the City. If directed to the City, it will inform the employee to contact the Association. The Association shall indemnify the City for any claims made by an employee for deductions made for dues requested by the Association.

Dues deducted from employees' checks shall be forwarded by the City to the Association on a regular basis.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an all or part of a pay period, no dues deduction will be made to cover the pay period. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made.

#### **4.0 Pre-Disciplinary Procedures and Discipline:**

##### **4.1 Policy:**

Prior to the discharge, demotion or pay reduction for disciplinary purpose or suspension of any regular employee pursuant to provisions of the Personnel Ordinance and these Rules, the following procedure shall be complied with:

##### **4.2 Written Notice:**

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed action and the charge(s) being considered.

##### **4.3 Employee Review:**

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

**4.4 Employee Response:**

Within five (5) working days after the employee has had the review opportunity provided above, he/she shall have the right to respond, orally or in writing, or both, at the employee's option, to the appointing authority concerning the proposed action.

**4.5 Temporary Leave With Pay:**

Notwithstanding the provisions of this section, upon the recommendation of the Human Resources/Risk Manager, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken.

**4.6 Representation:**

In the above procedure, the employee may be represented by an officer of the Association or a representative of the employee's choice who is not involved in the matter.

**4.7 Right of Appeal:**

Employees shall have the right of appeal to the Personnel Board (within seven days) of any disciplinary action indicated under Section 2.24.120 of the Laguna Beach Municipal Code, except in instances where the right of appeal is specifically prohibited by the Personnel Ordinance.

**5.0 Grievance Procedure:**

**5.1 Matters Subject to Grievance Procedure:**

A grievance is a claim, filed by an employee on his/her own behalf, or by the Association contending that the City has violated or misapplied an obligation expressed and written in the Personnel Ordinance or this MOU.

**5.2 Informal Grievance Procedure:**

The informal grievance procedure may be utilized to resolve grievances by an employee, group of employees or the Association having to do with specific working conditions, safety, unfair treatment or discrimination. Every effort shall be made to resolve a grievance through discussion between the employee(s) and his/her immediate supervisor. If filed by the Association,



the informal grievance procedure shall include a discussion with the applicable Department Head. If, after such discussion, the employee or Association does not feel that the grievance has satisfactorily been resolved, he, she or it shall have the right to discuss the matter with the supervisor's supervisor, if any, within the departmental organization. Otherwise, the employee shall have the right to discuss the matter with the department head. If filed by the Association, it can then discuss its grievance with the Human Resources/Risk Manager. A grievant must present/file a grievance within thirty (30) calendar days of the event giving rise to the grievance. All grievances must be filed within 30 days of the occurrence giving rise to the grievance or the time within which the grievant (either the employee or the Association) knew or should have known of the occurrence.

### **5.3 Formal Grievance Procedure:**

If the employee or the Association is not in agreement with the decision rendered in the informal grievance procedure, he/she or it will have the right to present a formal grievance, in writing, to the department head. If such a formal grievance has not been submitted within ten (10) regular work days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the department head, the employee shall have the right to appear with his/her representative who may also participate in the discussion. The department head after receiving the grievance shall review it, render his/her decision and comments in writing and return them to the employee within ten (10) regular work days after receiving the formal grievance. If the employee does not agree with the decision reached, he/she may present an appeal in writing to the City Manager within ten (10) regular workdays. Failure of the employee to take further action within 10 regular work days after receipt of the decision of the department head will constitute withdrawal of the grievance.

### **5.4 Appeal to the City Manager:**

Upon receipt of an appeal, the City Manager or his/her representative shall discuss the grievance with the employee, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not in the normal line of the employee's supervision

or the City Attorney to render advice concerning the appeal. Within 15 regular working days, the City Manager shall render a formal decision, in writing, to the employee. Such decision shall be considered as final.

**5.5 Extension of Time Limitations:**

Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the employee and the City.

**6.0 Salary and Compensation:**

**6.1 Pay Plan Structure:**

The basic pay range for all classifications shall consist of monthly salary steps, each approximately 5% greater than its predecessor.

**6.2 Advancement Through the Pay Plan:**

The numbers 1, 2, 3, 4, 5, 6, 7 and 8 respectively denote the various steps in the pay range.

Salary Step 1, an entry level step, shall be paid upon initial employment and for a period of six months from the anniversary date.

Upon recommendation of the department head, initial employment at a salary step other than entry level may be authorized by the City Manager when a particularly difficult recruiting problem for a class is found to exist.

Salary Step 2 may be paid after six months at Salary Step 1 where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the department head and approval of the City Manager.

Salary Step 3 (as well as movement through the remaining salary steps) will be paid upon completion of one year of employment in Salary Step 2 (and the subsequent steps on the salary schedule) where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the department head and approval of the City Manager.

In the case of an employee employed or re-employed at any step above Step 1, the employee may be advanced to the next higher step in his/her range no sooner than one year from the anniversary date of his/her employment.

**6.3 Compensation on Promotion:**

Any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least five percent (5%) above the step he/she held in the former range in the salary schedule. The promoted employee is assigned to a new salary anniversary date effective on the date of promotion. An employee who, on his/her salary anniversary date, is promoted to a class with a higher salary range shall first receive any within range increase to which he/she is entitled and then the higher step as provided in this section.

**6.4 Compensation on Demotion:**

Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary reduced to the salary step in the range for the lower class which is:

**6.4.1 If a disciplinary demotion:**

to any designated salary step in the lower range which is at least one step less than that received in the salary range for the class from which demoted. A new anniversary date shall be established.

**6.4.2 If a non-disciplinary demotion:**

to that salary in the dollar amount he/she would have received in that lower class if the employee's services had been continuous in said lower class. The employee shall retain his/her current anniversary date.

**6.5 Compensation When Acting Out of Classification:**

Employees shall receive 5% of their current base salary for working out of classification for 15 or more consecutive work days. Out of classification work shall mean that the employee is performing a significant part of the duties of a position in a higher salary range. The acting pay will commence on the first day of the pay period during which the employee worked the 16th consecutive day.

**6.6 Compensation - Regular Part Time Employees:**

Regular part-time employees shall be paid the hourly equivalent of the monthly salary paid to a full-time employee in the classification to which they are assigned. The employee shall be eligible for step increases based on his/her anniversary date.

**6.7 Compensation on Position Reclassification:**

The salary of an employee in a position that is reclassified shall be determined as follows: if the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.

If the position is reclassified to a class with a higher salary than the previous class, and if the incumbent is appointed to the reclassified position, the salary of such employee shall be the comparable step in the higher classification, or the step in the new salary range which is at least 4%, but not more than 6%, over the previous salary, whichever is less. When an employee is appointed to a reclassified position and his/her salary is at least 4% greater than the salary in the previous class, the employee's anniversary date shall not change.

If the position is reclassified to a class with a lower salary than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change. If the employee's salary is greater than the maximum step on the lower salary range, his/her salary shall be "Y rated" until such time as any general cost-of-living increases, equity adjustments, or other salary increases result in the monthly salary appropriate for the class. The employee's salary anniversary shall not change, and he/she shall not be required to serve a new probationary period.

**6.8 Salary:**

Effective the later of the pay period that includes July 1, 2019, the City shall provide a two one quarter percent (2.25%) cost of living increase to the

monthly base salary schedule in effect for all employees represented by the Association.

Effective the pay period that includes July 1, 2020, the City shall provide a one and two and one half percent (2.5%) cost of living increase to the monthly base salary schedule in effect for all employees represented by the Association.

Effective the pay period that includes July 1, 2021, the City shall provide a two percent and one half (2.5%) cost of living increase to the monthly base salary schedule in effect for all employees represented by the Association.

**6.9 Direct Deposit:**

All Association employees shall participate in the City's Direct Deposit Program.

**6.10 Education Pay – Marine Safety Employees**

Effective the later of the pay period that includes July 1, 2019 or the pay period following City Council approval of this MOU, employees in the classifications of Marine Safety Officer, Marine Safety Lieutenant and Marine Safety Captain shall receive two and one half (2.5%) percent for having a Bachelor of Arts/Sciences (BA/BS) and five percent (5.0%) for having a Master's Degree (MA/MS). These pays are not cumulative. An employee with a Master's Degree will receive five percent (5.0%) and will no longer receive pay for having a Bachelor's degree.

**7.0 Vacation:**

**7.1 Vacation Accrual:**

Each full-time employee shall accrue vacation leave as follows:

Hours of Vacation Accrued

0 thru 5 yrs. service 3.70 hrs. biweekly

6 thru 9 yrs. service 5.24 hrs. biweekly

10 + yrs. service 6.77 hrs. biweekly

Vacation leave accrues from the date of hire at bi-weekly rates consistent with the above schedule.

On June 24, 2013, all then current vacation accruals were placed in a bank (the "original" bank) in which additional vacation cannot be accrued. Vacation in the original bank will either be used or cashed out at the end of employment. As permitted to be agreed to by the parties, in accordance with Labor Code section 227.3, if cashed out, the value of the vacation will be at the employee's base hourly rate of pay on June 23, 2013.

On June 24, 2013, a new vacation accrual bank was created. Each year in the first pay period in December, employees will be paid for any vacation in that bank above 400 hours at their base hourly rate of pay.

In accordance with Sections 7.2 and 7.3, employees may still use their vacation (both banks) and request pay for vacation time. However, for each employee, once the original bank has no more vacation hours in it, it will be closed.

#### **7.2 Use of Vacation:**

Vacation leave may be taken as it accrues. The dates of vacation leave may be selected by the employee but shall be approved by the department head who shall consider the wishes of the employee and the needs of the City. The City may limit the approval of vacation for deployment operational reasons. Once it is approved, the City may cancel vacation only in the event of an unavoidable emergency.

#### **7.3 Pay for Vacation Time:**

Until December 31, 2019, upon request of the department head and with approval of the City Manager, an employee may be paid the straight time hourly equivalent of his/her salary in lieu of vacation time off.

Effective for calendar year 2020 and every year thereafter: By December 15 (the first year being 2019) of each year, employees may make an irrevocable election to cash out up to the maximum number of hours of vacation leave which they can accrue per year which will be earned in the following calendar

year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation leave they irrevocably elected to cash out in either two (2) separate increments of up to half their annual accrual cap (i.e., for those who accrue 6.77 hours per pay period – 176 hours per year, 88 hours each) or one (1) increment of up the maximum they can accrue in a year.

The employee would be paid one half of what they irrevocably elect to cash out hours on both the second pay day in July and the first pay day on December or the employee can elect to be paid their full amount they elected to cash out on the first pay day in December. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out.

In addition to the above, starting in calendar year 2020, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Human Resources/Risk Manager for a payoff of up to one year's accrual of vacation. The amount of vacation which may be paid off is limited to the amount necessary to meet the emergency.

#### **7.4 Payment for Unused Vacation Upon Termination:**

Any employee who is about to terminate his/her employment and who has unused vacation time in either bank shall be paid for such vacation time in

his/her final paycheck. As noted above, payment of vacation time in the original bank will be paid (as permitted by Labor Code section 227.3 with an agreement of the parties) at the employee's base hourly rate of pay as of June 23, 2013. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the effective date of termination. When termination is caused by death of the employee, payment shall be made to the employee's designated beneficiary or in accordance with the law.

**7.5 Vacation for Regular Part-time:**

Regular part-time employees shall also receive holidays, vacations, sick leave and other similar time off benefits at a ratio determined by the actual number of hours worked. Their accrual rates will change after the same number of years of employment as full time employees.

**7.6 Holidays Within Vacation Leave:**

If a holiday falls within a scheduled vacation period, 8 (eight) of the hours on the day of the holiday shall be holiday leave and not deducted from vacation.

**8.0 Holidays:**

**8.1 Recognized Holidays:**

The following holidays shall be observed by the City of Laguna Beach:

1. New Year's Day - January 1st
2. Martin Luther King Jr. Day – 3rd Monday in January
3. President's Day - 3rd Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4th
6. Labor Day - 1st Monday in September
7. Veterans Day - November 11th
8. Thanksgiving Day - 4th Thursday in November



9. The day after Thanksgiving
10. Christmas Day - December 25th

Employees represented by the Association will be paid for the holiday provided that they receive pay the day before and the day after a holiday.

To receive nine hours of pay (for employees who work the 9/80 work schedule) on any of the above holidays which fall on an employee's nine-hour workday, an employee must use one hour of vacation. If the holiday falls on employee's regularly scheduled eight-hour work day of an employee's "9/80" schedule, no vacation must be used to receive pay for the eight-hour day. If the holiday falls on employee's regularly scheduled eight-hour day off on an employee's "9/80" schedule, the City will add eight hours to the employee's vacation bank. To receive ten hours of pay (for employees who work the 4/10 work schedule) on any of the above holidays, an employee must use two hours of vacation.

### **8.2 Weekend Holidays:**

For those employees whose normal work week begins on Monday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. If a holiday falls on a Saturday in the case of employees whose normal work week ends on Friday, the employee shall be entitled to the Friday prior to the holiday.

For those employees who work an alternate work schedule, e.g., 9/80 plan, when a holiday falls on a regularly scheduled day off, the first work day following the observed holiday shall be deemed to be a holiday, e.g., Tuesday, when the observed holiday falls on a Sunday or Monday.

If the observed holiday falls on a Friday or Saturday, it shall be moved to the last work day prior to the observed holiday, e.g., Thursday.

## **9.0 Sick Leave:**

### **9.1 Sick Leave Accruals:**

Every full-time, employee shall accrue sick leave time at the rate of 80 hours per year, 3.08 hours per pay period. Unused sick leave may be accumulated without limit. Sick leave with pay can only be granted by the recommendation of the appointing authority of the employee, in the case of disabilities due to illness, injury or pregnancy.

### **9.2 Evidence of Illness:**

When an employee uses sick leave, the appointing authority may require a physician's certificate. Unless the employee's supervisor suspects that an employee is abusing his/her sick leave a request for a physician certification can only be made for an absence of at least three consecutive workdays.

### **9.3 Penalty for Sick Leave Abuse:**

When in the judgment of the appointing authority, the employee's reasons for being absent because of alleged sickness are inadequate, he/she shall indicate on the payroll time report that the absence was without pay. In addition, the appointing authority may impose such disciplinary action as in his/her discretion seems warranted, following procedures set forth in section 4.0 of this MOU.

### **9.4 Sick Leave and Temporary Disability:**

A City employee who is entitled to temporary disability indemnity under the State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of his/her full salary. When accumulated sick leave, or vacation, or both, are exhausted, the employee may be still entitled to receive disability indemnity.

### **9.5 Sick Leave for Dependent Care:**

A regular municipal employee shall be eligible to use accrued sick leave in accordance with the law to care for an ill parent (including parent in law), spouse, registered domestic partner, child, grandparent, grandchild or sibling. The amount of sick leave which can be used for such purpose is one

half of one year's annual accrued sick leave, which is currently equal to 40 hours per year.

**9.6 Illness While on Vacation:**

An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation provided that:

- a) immediately upon return to duty, the employee submits to their immediate supervisor or the Human Resources/Risk Manager a written request for sick leave and a written statement is signed by the employee's physician stating the nature and the dates of the illness;
- b) the appointing authority recommends, and the Human Resources/Risk Manager approves the granting of such sick leave.

**9.7 Holidays During Sick Leave:**

Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

**9.8 Payment for Unused Sick Leave:**

Payment for accrued sick leave will be available as follows:

- a) Sick leave earned before June 13, 1988 - Upon death, retirement for disability or for service, resignation or layoff, but not if dismissed or terminated for cause, each employee may elect to receive payment for unused accumulated sick leave as follows: Any hours cashed in will be cashed in at the employee's base hourly rate as of June 23, 2013.

| Years of Service | Sick Leave Paid |
|------------------|-----------------|
| After 1 year     | 5%              |
| After 2 years    | 10%             |
| After 3 years    | 15%             |
| After 4 years    | 20%             |
| After 5 years    | 25%             |

|                |     |
|----------------|-----|
| After 10 years | 35% |
| After 20 years | 50% |

This payment shall be in a lump sum in the employee's final payroll check. This sick leave is not available for cash-in into the RHS plan.

- b) Sick Leave Earned Commencing June 13, 1988 through June 23, 2013  
Sick leave earned during this time period shall be available for cash-in (into the RHS Plan) at full value, at the employee's base hourly rate of pay as of June 23, 2013 upon death, retirement for disability or for service, resignation or layoff, but not if dismissed or terminated for cause, to the extent that it is not used each fiscal year.
- c) Sick leave earned on or after June 24, 2013 – Sick leave earned on or after June 24, 2013 can be cashed in (into the RHS Plan) at the rate of fifty percent (50%) of its value upon death, retirement for disability or service, resignation or layoff, but not if dismissed or terminated for cause to the extent that it is not used in each fiscal year.
- d) Except as provided above, cash-in (into the RHS Plan) can be requested in October or May of each fiscal year or upon termination. Sick leave not cashed in may be carried over for cash-in (into the RHS Plan) during October or May of future fiscal years. Cash-in (into the RHS Plan) may be made one additional time each year under extraordinary circumstances if approved by the Department Head and the Human Resources/ Risk Manager.
- e) Sick leave earned between June 13, 1988 and June 23, 2013 shall be used before sick leave earned prior to June 13, 1988 or after June 23, 2013.
- f) Accrued sick leave may also be converted to service credit under the "Credit for Unused Sick Leave" option of the Public Employees' Retirement System per Government Code section 20965.

## **10.0 Family Leaves:**

The City shall provide family leaves as required by State and Federal law which, to the extent permitted by law shall run concurrent with other leaves provided by the City.

## **11.0 Bereavement Leave:**

Whenever a municipal employee is compelled to be absent from duty by reason of the death, or critical illness where death appears to be imminent, of either the members of the immediate family of the employee, the employee's spouse or domestic partner, such person shall be entitled to a maximum of 24 hours' absence with pay, as to each such instance of death or critical illness, up to a maximum of 48 hours per year. In instances involving extraordinary circumstances, an additional 48 hours may be granted, upon approval of the department head, with the proviso that such time will be deducted from accumulated sick leave.

"Immediate family" of the employee, the employee's spouse or domestic partner shall be construed to mean: father, mother, step-parents, brother, sister, step-siblings, wife, husband, child, step-child, grandmother, grandfather or any relative of the employee or employee's spouse or domestic partner residing in the employee's household for two or more years.

## **12.0 PERS - Disability Benefits Program:**

The purpose of this program is to provide a percentage of base salary to employees who are disabled from all employment, and who have filed for and are awaiting approval of a disability retirement from the Public Employees' Retirement System.

### **12.1 Eligibility:**

All employees who have five years of service or more under the Public Employees' Retirement System and who have exhausted their accumulated sick leave and vacation benefits may be eligible for disability benefits hereunder.

**12.2 Amount of Benefit:**

An eligible employee will receive a monthly benefit which is approximately equivalent to the benefit the employee would receive when disability retirement becomes effective.

The Human Resources/Risk Manager will obtain an estimate from the Public Employees' Retirement System as to what benefit the employee is entitled and will recommend the amount of the benefit. The benefit will commence on the first day of the payroll period following the last day of sick leave or vacation available to the employee. The disability benefit will cease on the last day on the City payroll before the effective date of the disability retirement.

If the employee is receiving disability benefits from another source, the City's disability benefit will be no greater than the difference between the benefit provided by the other source and the anticipated benefit under PERS.

**12.3 Status of the Employee:**

The eligible employee will be considered to be on disability leave and will not accrue any other benefit provided by the City.

**12.4 Disability Benefit:**

For industrial disability retirements initiated by the City for sworn members of the Association (i.e., Marine Safety Officers who are eligible to receive benefits per Labor Code section 4850), if the retirement system has not taken action on the retirement by the employee's last day on the payroll, the City Manager may authorize lending an amount equal to the estimated retirement benefit to the employee on an interest-free basis on the condition that the loan be repaid within 30 days of receipt of retroactive payment of the retirement by the Public Employees' Retirement System. Such agreement shall be made in writing.

**13.0 Education Reimbursement Program:**

The purpose of this program shall be the reimbursement for tuition and book expenses to employees attending classes on their own time which are to the direct

benefit of the individual employee and the City. The approval of a request is subject to budgetary limitations.

**13.1 Eligibility:**

All regular employees shall be eligible for reimbursement under this program. Employees who have not completed their probationary period may also be eligible for reimbursement under this program if the job performance of such employees, as indicated by the department head, appears to show promise of completing the probationary period.

**13.2 Procedure:**

The department head will determine what types of courses will be allowed for reimbursement prior to commitment by the employee. Courses considered by the department head for reimbursement shall be designed to directly improve the knowledge of the employee in the public service which will improve performance and enhance advancement opportunities. The department head may recommend reimbursement upon the successful completion of college or professional conference courses. Each employee is limited to a maximum payment of one thousand dollars (\$1,000) per fiscal year, dependent upon the availability of budgeted monies.

The City Manager may authorize payment of additional educational reimbursement beyond the maximum payment for employees who are seeking formal degrees. The maximum reimbursement for these expenditures shall be 75% of the actual cost.

**14.0 Salary Continuance (4850 Rule):**

The purpose of this rule is to provide a uniform policy and procedure for implementing Section 4850 of the State Labor Code which provides a one-year salary continuance for safety employees who cannot work due to job incurred injury or illness.

### **14.1 Definitions**

- A. Safety Employees - All employees covered by Labor Code Section 4850 as well as all Full Time Lifeguards employed with the City of Laguna Beach.
- B. 4850 Pay - Compensation provided to safety employees pursuant to Section 4850 of the Labor Code.

### **14.2 Salary Continuance Policies and Procedures**

- A. If a safety employee is released from work by a physician due to an on-the-job illness or injury, that employee shall be placed on 4850 pay.
- B. The employee shall remain on 4850 pay until one of the following occurs:
  - 1. The employee has received 4850 pay for 52 weeks which is 2080 hours for most employees.
  - 2. The employee is released by a physician to return to work either with or without restrictions.
  - 3. The City in good faith determines that the injury is not job related or that the employee is capable of assuming his regular assignment.
  - 4. The employee is determined to be permanently disabled from his or her normal occupation and an application for disability retirement has been filed with the Public Employees' Retirement System. (4850 pay shall terminate on the day before the effective date of the disability retirement.) The City may provide advance disability pension payments pursuant to PERS law.
  - 5. The employee voluntarily resigns his/her position with the City.



## **15.0 Light Duty:**

When an employee is authorized by a physician to return to work with restrictions, the City may assign and schedule the employee on a temporary basis to perform departmental duties from which the employee has not been restricted and which the employee has been found capable of performing. These duties need not be duties which are required or included as part of the employee's normal assignment. The employee shall suffer no reduction in salary or benefits upon such temporary assignments. The granting and continuation of light duty shall be within management's discretion.

## **16.0 Retirement:**

The City contracts with the Public Employees' Retirement System for administration of the retirement program. Coverage for regular full-time employees is as follows:

### **A. Retirement Formula**

#### **1) Miscellaneous Employees**

Unit members (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA) are covered by the 2.5% @ 55 formula provided for by the Public Employees' Retirement Law at Government Code section 21354.4.

Unit members who are defined as "new members" under the PEPRA, are covered by the 2%@ 62 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).

#### **2) Safety Employees – Marine Lifeguards**

Unit members (and not "new members as defined by the PEPRA) are covered by the 3% @ 55 formula provided for by the Public Employees' Retirement Law at Government Code section 21363.1.

Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7% @ 57 formula provided for by the Public

Employees' Retirement Law at Government Code section 7522.25(d).

B. Employee Contributions to the Retirement System

- 1) Miscellaneous Employees subject to the 2.5%@55 Formula

pay the eight percent (8%) member contribution.

- 2) Miscellaneous Employees subject to the 2%@62 Formula

pay the statutorily mandated employee contribution rate of one half of the total normal cost as determined each year by CalPERS in its annual valuation report.

- 3) Safety Employees (Marine Lifeguards) subject to the 3%@55 Formula

pay the nine percent (9%) member contribution.

In addition to the nine percent (9%) of compensation earnable employee-paid member contribution noted above, these employees shall pay an additional two percent (2%) of compensation earnable of the required employer contribution as cost sharing per Government Code section 20516(f) for a total of eleven percent (11%) of compensation earnable for retirement contributions.

Effective the later of the pay period that includes July 1, 2019 or the pay period following City Council approval of this MOU, these employees shall pay an additional two percent (2.0%) of compensation earnable of the required employer contribution as cost sharing per Government Code section 20516(f) for a total of thirteen percent (13%) of compensation earnable for retirement contributions.

- 4) Safety Employees (Marine Lifeguards) subject to the 2.7%@57 Formula

pay the statutorily mandated employee contribution rate of one half of the total normal cost as determined each year by CalPERS in its annual valuation report.

Effective the later of the pay period that includes July 1, 2019 or the pay period following City Council approval of this MOU, these employees shall pay an additional two percent (2.0%) of compensation earnable of the required employer contribution as cost sharing per Government Code section 20516(f).

#### C. Optional Benefits

In addition to the retirement formula provided above, the following optional benefits are in effect: One Year Final Compensation, Service Credit for Unused Sick Leave and the 1959 Survivors Benefit Level IV. For employees defined as new members by the PEPRA, their retirement will not be calculated by the One Year Final Compensation provision, but rather, based on the three (3) year average compensation as provided for in the PEPRA.

### **17.0 Medical Benefits:**

All regular full-time employees are eligible for enrollment in the medical, vision and dental benefit plans as agreed to between the City and Association.

#### **17.1 Rates:**

The City will pay 100% of the cost of medical care coverage for the employee, 80% of the cost for employee plus one dependent, and 80% of the cost of the employee plus two or more dependents, with the employee responsible for the remaining 20% provided. See section 16.2 for maximum contribution amount. The preceding percentages of 80% for the cost of employee plus one or more dependents will sunset on June 30, 2022 (and the previous percentage of 75% will be reinstated) unless the parties agree that it will continue beyond that date. If the cost of medical insurance premium increases by ten percent or more in any calendar year of this MOU, the parties agree that either party may reopen labor negotiations on this Article 17.

**17.2 City Contribution Maximum:**

Employees of the City have a two-tier medical system that exists for purposes of determining the City's contribution to employee medical insurance.

The City's contribution to any employee's medical insurance premium under the premium sharing formula contained in Section 16.1 of the MOU shall be limited to the amount of the contribution under the above premium sharing formula for the HMO plan rate for an employee plus two or more dependents, regardless of the employee's choice of medical plan.

**17.3 Medical coverage for domestic partners:**

Medical coverage shall be provided for domestic partners. Dental coverage shall be provided to domestic partners under the same terms as other dependents.

**17.4 Medical Insurance Waiver:**

Employees who are able to demonstrate to the City's satisfaction that they have minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market, whether or not obtained through Covered California), may opt out of participation in the City's plan and will be paid 60% of the HMO employee only rate. This payment will be made to the employee on a biweekly basis as a part of the employee's payroll check.

**17.5 Flexible Spending Plan:**

The City will make a flexible spending plan available to employees pursuant to IRS Code Section 125 to allow an employee to contribute a portion of his or her income each year on a pre-tax basis into an account from which he/she may receive reimbursement for medical, dental and child care expenses.

**17.6 Medical Plan Coverage for Retirees:**

Employees hired before July 1, 2013: The option of continuing membership in the City's medical plan shall be available to employees who retire from employment with the City after a minimum of three years of service. The employee shall be responsible for the entire premium.

Employees hired on or after July 1, 2013: The option of continuing membership in the City's medical plan shall be available to employees who

retire from employment with the City after a minimum of ten years of service. The employee shall be responsible for the entire premium.

Retirees will be eligible to participate in the same plan as current employees.

**17.7 Medical Plan Coverage Part-time Regular Employees:**

Employee-only medical and dental benefits shall be provided to regular part-time employees. Dependent medical and dental premiums for regular part-time employees shall not be paid by the City. Regular part-time employees shall, therefore, pay the full cost of medical and dental plan premiums for dependent coverage.

**17.8 Retirement Health Savings Plan:**

All employees represented by the Association are required to participate in the City's Retirement Health Savings Plan (RHS). The City, on behalf of all employees represented by the Association, will make a pre-tax contribution of \$100.00 per month to the RHS plan on the employee's behalf, paid at \$46.16 per pay period.

**17.9 Medical Task Force:**

The City agrees to continue the Medical Task Force comprised of one representative from each bargaining unit, including management and meet on a regular basis for the purpose of reviewing the status of the medical plans.

**17.10 Affordable Care Act:**

The parties agree that either party may reopen negotiations during the term of this MOU to consider the impact of the Affordable Care Act on the City and the Association. This reopener is limited to the impact of the Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic, including, but not limited to compensation and benefits.

**17.11 – Reopener - Change in Medical Plan:**

If, during the term of this MOU, a decision is made to change or modify the current medical care coverage, the entire Section 17 is reopened for negotiations.

**18.0 Life Insurance:**

All regular full-time employees are covered by a \$50,000 Life and Accidental Death and Dismemberment policy.

**19.0 Long Term Disability:**

All regular full-time employees are eligible for long term disability insurance coverage of 60% of the first \$5,000 of salary after a sixty calendar day elimination period. Employees are eligible for coverage after sixty days of employment.

**20.0 Uniform and Safety Footwear Policy:**

Employees may be required to wear uniforms provided by the City or provide appropriate work attire for themselves. The City shall provide a maximum reimbursement of \$250 per fiscal year to all unit employees who are required to wear safety footwear such as steel-toed, oil and slip resistant soles, or other type of safety shoes, as approved by the appropriate authority (i.e., Public Works, Water Quality, Fire Department and Community Development). The City will provide appropriate personal protective equipment when deemed necessary for safety purposes.

**21.0 Mileage:**

The reimbursement rate for use of personal vehicles for City business shall be the standard mileage rate allowed by the Internal Revenue Service.

**22.0 Military Leave:**

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

### **23.0 Jury Duty:**

Employees in the unit are entitled to up to one hundred and twenty (120) hours of paid time off each calendar year for jury duty. An employee accepted for jury duty shall immediately notify his/her department head in writing.

Employees who are on jury duty are required to return to work if released by the Court from jury duty and they will have at least four hours of work left in their day. In addition, if an employee calls into the court on the day before reporting for jury duty and finds out that he/she must report to jury duty the next day, he/she is required to notify his/her supervisor prior to the start time of his/her work shift.

### **24.0 Exceptional Performance Pay Plan:**

In accordance with administrative guidelines, an employee performance evaluation report and a performance pay plan justification shall be prepared and submitted to the City Manager with all recommendations for early step advancement or performance pay bonus for employees whose performance merits such an increase.

#### **24.1 Lump Sum Bonus:**

A lump sum bonus may be any amount up to 5% of gross annual salary for employees whose performance merits such pay.

#### **24.2 Distribution of Exceptional Performance Pay**

The parties agree that all supervisors and managers who are responsible for assessing the employees' (in the bargaining unit) entitlement to exceptional performance pay should make their assessments similarly. Employees in the unit should be assessed fairly and should all have the same ability to earn this pay based on their respective performance. To that end, the parties agree that the City will provide training to the supervisors and managers in the City who are responsible for assessing whether employees are eligible for exceptional performance pay. The training furthers the parties' commitment to fairness bargaining unit wide regarding eligibility for such pay.

The City will also provide the Association with the amount that each employee has received for exceptional performance pay upon request.

#### **24.3 Evaluation of Customer Service:**

In evaluating employee performance, including exceptional performance, the performance factor of customer service will be considered. Customer Service is defined as follows:

“Customer service” relates to how the employee communicates with the individuals (customers) from both inside (internal customers) and outside the City for whom the employee provides services. Employees are being evaluated based on both their verbal and written communications.

## **25.0 Overtime/Compensatory Time:**

The following subsections define overtime work as it applies to the municipal employees. Employees shall receive compensatory time off or pay at the rate of time-and-one-half for all hours in excess of forty hours actually worked. Holidays and vacation shall count as hours actually worked and sick leave hours shall not count as hours worked. The City reserves the right to modify work schedules for employees from time to time on at least two weeks’ notice (by providing written notice including notice to the Human Resources Division), and to hold over employees beyond the regular work day as determined by management.

- A. All employees shall receive 8 (eight) hours of holiday pay and 8 (eight) hours of overtime pay for work on a holiday if the employee works the remaining 32 (thirty-two) hours during the work week in which the holiday falls.
- B. All employees other than full time lifeguards, may request to accrue compensatory time off or pay subject to the approval of the appointing authority. All employees may accumulate a maximum of 9 hours of compensatory time at the employee’s option. An additional 18 hours of compensatory time may accumulate with management approval. Full time lifeguards may accrue up to 96 hours of compensatory time. However, management may reduce the maximum compensatory time off accrual to 60 hours by providing the Association thirty (30) days’ notice. An employee wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice. Reasonable notice is defined as at least seven (7) calendar days. If reasonable notice is provided, the employee’s request may not be denied unless it is unduly disruptive to the



department to grant the request. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

### **25.1 Call-back Time and Pay:**

Emergency call-back and hold-over time will be paid at time-and-one half to non-probationary employees. The minimum number of hours paid for call-back for employees of the Marine Safety Department shall be three hours; for Sewer Division employees it is 2.5 hours a minimum of two (2) hours for IT Services Division and Public Works employees.

For Waste Water Division personnel, the procedure for counting the number of consecutive call-backs after each shift is as follows: The first and second call-back (i.e., an employee is called back to work, is then released from work and then gets called back to work for a second time) shall each be compensated a minimum of 2.5 hours. Starting with the third call-back (i.e., once the employee is released from work following the second call back), a minimum 2.5-hour block of time begins; therefore, subsequent call-backs that occur within this 2.5-hour block of time shall be counted as one call-back. The time for each subsequent call-back (after the second call-back) begins when the employee arrives to the work site and ends when the employee leaves the work site.

Any unit members who receive a call off duty (whether on standby or not) who are able to resolve the issue which prompted the call who did not need to return to work (e.g., over the phone or through a computer) shall be paid for their actual time worked, not the minimum amounts described above. If an employee is on route to the City and is called off (i.e., is told they do not need to return to work) they shall receive the minimum amounts described above

### **25.2 Standby Duty and Pay:**

Members of the bargaining unit assigned to standby duty shall be required to respond to an emergency call-out during the period of assignment.

Regular Marine Safety Full-Time Lifeguards, IT employees and employees in the Public Works Department assigned to standby shall receive two hours

of pay per day for being placed on standby duty. However, if a second Regular Marine Safety Full-Time Lifeguard is placed on standby at the same time, that employee will receive one hour of pay per day.

Wastewater Division personnel working a 7-day per week schedule will receive forty dollars (\$40) per day (\$50 on a scheduled City Holiday) for standby duty.

Employees on standby who are required to return to work after being called shall promptly do so and be fit for duty and able to respond.

**25.3 Work Period:**

For the purposes of the Fair Labor Standards Act, the work period shall be seven days (168 regularly recurring hours) and shall coincide with the first and second weeks of each pay period.

**25.4 Assignment Pay:**

The City will provide 5% assignment pay for employees who take minutes on a regular basis at the Planning Commission meetings, the Design Review Board meetings, and the City Council meetings.

**25.5 Bilingual Pay**

- A. Employees may be eligible to receive bilingual pay of \$75 per month for bilingual proficiency in Spanish.
- B. The parties agree that up to five employees in the unit, one at each of the following public counters, (Marine Safety, Community Development, Finance, Community Services, and Public Works) will be eligible to receive bilingual pay. These employees may also be occasionally called to use their bilingual skills if their skills are needed in another part of the City.
- C. The City Manager also has discretion to determine if there is an additional need exists for bilingual skills in the City and will determine whether to recommend additional employees in the unit for bilingual testing and pay. Employees recommended will be required to complete a language

competency test. The test is chosen and administered by the Human Resources Department.

## **26.0 Alternate Work Schedule:**

The City may assign any positions to a 4/10, 9/80, 5/8 or other work schedule as may suit the operational needs of the City.

### **26.1 9/80 Work Schedule Defined:**

The 9/80 work schedule shall be defined as an employee working 9 days for a total of eighty (80) hours in a two week pay period by working 8 days at 9 hours per day and working 1 day for 8 hours on Friday.

The workweek for employees on the 9/80 shall begin exactly four hours after the start time of the employee's shift on their alternating regular day off (Friday).

## **27.0 Layoff:**

### **27.1 Intent of Procedure:**

For reasons of economy or efficiency, or in the interest or mandate of the public, reductions or curtailments of City services may be required. In such an event, it may be necessary to lay off one or more City employees. The following procedure is intended to give primary consideration to seniority and job performance whenever layoff of employees is necessary.

The City's decision to abolish a position is not subject to the employee's right of appeal or grievance.

## **27.2 Procedures:**

### **27.2.1 Abolition of a Position:**

When a position within a department or division is abolished, all employees in that department or division in the subject classification shall be listed in order of their length of service with the City. The department head shall choose from among their number the least senior employee to be laid off for each position abolished. If in any case length of service should be equal, the appointing authority may take job performance into consideration in determining the employee to be laid off. Employees to be laid off shall be given two (2) weeks written notice of the action.

### **27.2.2 Transfer or Demotion to Avoid Layoff:**

Any employee who is to be laid off may request, in writing, to be transferred to a vacant position, subject to Personnel Rule 2.10, within the two-week notification period.

An employee who has held regular status in a lower classification within the same department and/or division may request, within the two-week notification period, demotion to a position in said lower classification or an equivalent class in order to avoid layoff. If the employee makes such a request, a list of employees as prescribed in section 27.2.1 of this section shall be prepared and subject employee shall have his/her name placed among the other names on said list according to his/her total length of service in said class and any higher class within that department and/or division. Thereafter, the appointing authority shall choose an employee to be laid off according to the provisions of section 27.4 of this section.

### **27.3 Severance Pay:**

A regular employee of the City who has been employed for a minimum of two years and has been laid off because of either the abolition of the employee's position or as a result of a demotion of another employee to avoid layoff will be eligible for two weeks of severance pay. A regular employee who is

similarly laid off and who has worked for the City a maximum of ten years will be eligible for three weeks' salary upon layoff.

**27.4 Reemployment Lists:**

The names of all regular employees who were laid off or who were demoted to avoid layoff shall be placed on a reemployment list for two years. Whenever a vacancy occurs in the classes from which employees were laid off, the qualifying employees on the layoff list will be notified of the vacancy, prior to announcing an open or promotional recruitment, and shall be offered the opportunity to apply for the position.

In such an event, the appointing authority shall consider the former employee(s) from the layoff list prior to considering other candidates. However, the appointing authority shall retain the right not to appoint said former employee(s) and may request an examination to establish a new eligibility list.

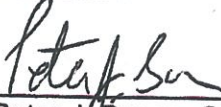
**28. Management Rights**

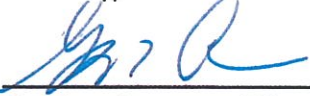
The parties agree to Section 10.3 – City Rights from the City of Laguna Beach Personnel Rules and Regulations.


**29.0 Closing:**

Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by affected employees shall remain in full force and effect subject to either party's rights under the Meyers-Milias-Brown Act.

**FOR THE CITY**

 (date) May 30, 2019  
Peter J. Brown, Chief Labor Negotiator

 (date) 5-30-2019  
Gavin Curran, Director of Administrative Services

 (date) 5-30-2019  
Tiffany Bates, Human Resources/Risk Manager

 (date) 8/12/19  
John Pietig, City Manager

**FOR THE ASSOCIATION**

 (date) 6/03/2019  
Scott Diederich, Professional Representative

 (date) 5-30-2019  
Austin Comp, LBMEA President

## **Appendix A -**

**Emergency Standby Response Program for Wastewater Division Employees:** This section outlines the City's policy regarding the response of Wastewater Division Employees (hereinafter referred to as "WDEs") to water quality emergencies.

### **A. Housing Subsidy Program:**

#### **1. Eligibility:**

This program offers housing assistance for up to four WDEs in order to facilitate response to wastewater-related emergencies. Up to four WDEs will receive a subsidy of \$940 a month for locating within the city limits, except for the Sycamore Hills area on El Toro Road, and being on standby for seven (7) days out of every thirty-five (35) days. Opportunities to participate in the housing subsidy program will be offered through a competitive process, as determined by the City. Individual WDEs participating in the program will be required to enter into a separate personal contract with the City regarding the housing subsidy, which will include, but not be limited to, the terms in this program.

#### **2. Housing Subsidy Pay:**

The housing subsidy will increase by any cost-of-living-adjustments granted to the Municipal Employees Association. The subsidy is not subject to withholding under the California Public Employees Retirement System or included in the WDE's retirement calculation as salary. The housing subsidy is subject to all applicable income and payroll taxes. WDEs receiving the subsidy will still receive overtime for responding to emergency calls and standby pager pay. WDEs participating in the program will be required to take the standby and pager duty for seven (7) days out of every thirty-five (35) days; vacations will be planned around this schedule unless

otherwise approved by the Director. The City agrees to pay reasonable moving expenses for WDEs entering the program.

### **3. Vehicle Use:**

Only WDEs in the Housing Subsidy Program will be allowed to take a City vehicle home to facilitate emergency response while on standby. The use of this vehicle for any activity except the response to emergency City calls will be forbidden. The City retains the sole authority to determine which vehicle is used for this program. This change will further reduce response time by eliminating the need for WDEs to drive to the maintenance facility to pick up a City vehicle before responding to some emergencies.

### **4. Termination of Housing Subsidy Program:**

Termination of the housing subsidy will occur under the following circumstances

- a. If a WDE separates from employment with the City's Wastewater Division, voluntarily or involuntarily, the housing subsidy will terminate after ninety (90) days
- b. If a WDE moves from the defined housing area, the housing subsidy terminates upon relocation or after ninety (90) days' notice, whichever occurs first
- c. The housing subsidy will cease after ninety (90) days if the WDE is removed from eligibility to participate in the program due to unsatisfactory performance
- d. WDEs may terminate participation in the housing subsidy program with ninety (90) days' notice to the employer
- e. WDEs will not be subject to loss of the housing subsidy due to injury or illness unless separation is imminent
- f. The housing subsidy will terminate if there is less than a ten percent (10%) differential in housing costs between Laguna Beach and South Orange County
- g. City may terminate participation in the housing subsidy program with one hundred and twenty (120) days' notice to the Association and WDE. The City will not be required to meet and confer over its decision.

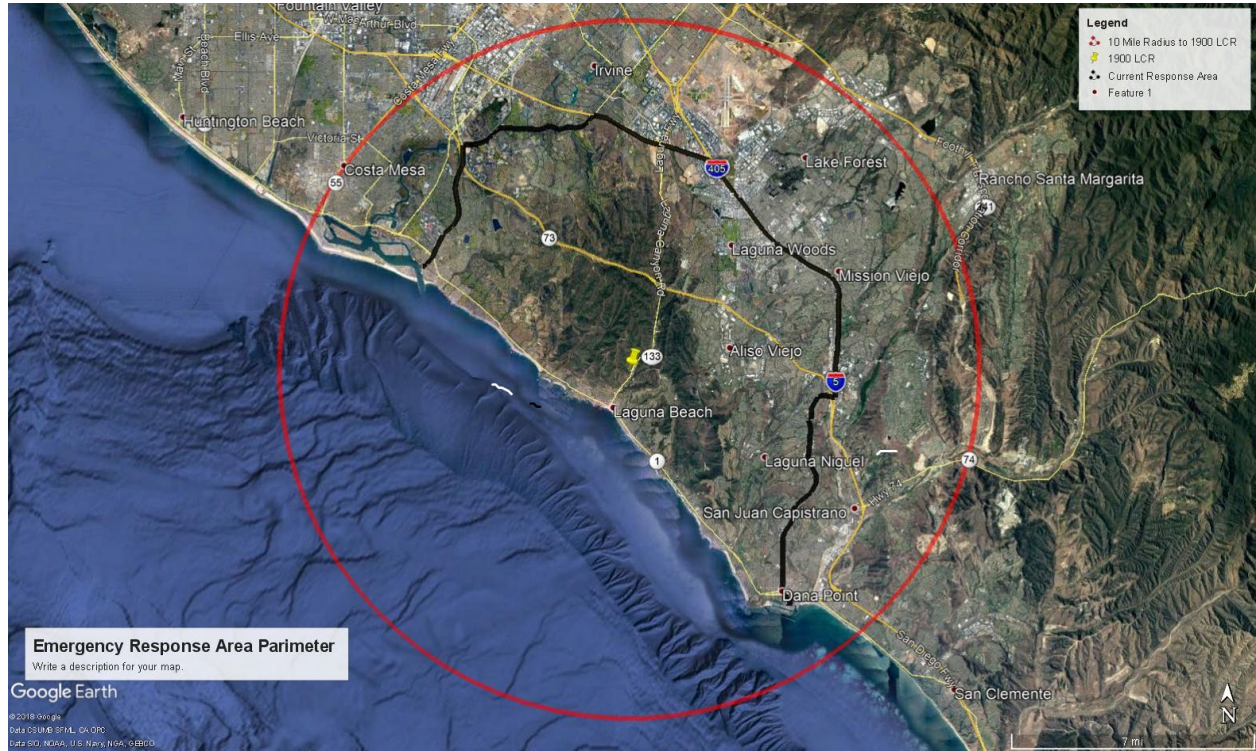


## **5. Time When On Standby/ Emergency Response Living Quarters Program:**

The Division will maintain a five-week rotation for emergency standby duty. In order to adequately staff the five-week rotation, assignments will be made to Housing Subsidy Program participants and WDEs serving Time When on Standby. When there are not four WDEs participating in the Housing Subsidy Program or if one of them is unable to work due to injury, illness or other authorized leave, the five-week rotation will be covered by WDEs assigned to Time When on Standby. The Time When on Standby assignment includes using the Emergency Response Living Quarters to ensure a prompt emergency response. The Senior Operations Supervisor will make the Time When on Standby duty assignments. Although the Time When on Standby duty assignments will primarily be made to fill the fifth position in the standby emergency response rotation, additional assignments will be made when one of the four Housing Subsidy Program participants is not available to serve an assigned duty period. Generally, the Time When on Standby duty assignment schedule will be created annually or as need arises to fill-in for staff who cannot serve their normally scheduled duty period.

### **a. Policy Definitions**

1. Emergency Response Area – Is the area created when delineating a twenty-five minute drive-time to the City Maintenance Facility. The drive time is estimated without consideration to weather conditions or traffic circumstances. The estimate is calculated on an Internet-based trip guide using Google Maps and is based on the quickest route from residence-to-Maintenance Facility and includes ten minutes to travel past possible delays encountered on Laguna Canyon Road. The Emergency Response Area may be adjusted to reflect technological advances in remote response capabilities, scheduled road closures and construction activity, and recognized changes to traffic flow. The Emergency Response area can be modified by the City Manager and Department Head through the meet and confer process by informing the Association that it wishes to meet and confer.



2. Qualified Wastewater Emergency Response Personnel – Are the WDEs whose work experience meets the following criterion:
  - a. Have at least two years of field experience, with at least one year with the City.
  - b. Possess a basic knowledge of the City’s wastewater service area.
  - c. Demonstrate sufficient lift station operations knowledge to operate the control, power, and wastewater pumping systems with minimum supervision, including the SCADA system.
  - d. Possess adequate skill to operate cleaning truck equipment and read the wastewater system maps.

- e. Demonstrate the ability to handle customer service calls, including after-hours emergency responses.
  - f. Be capable of being in emergency-response-readiness to support the Time When on Standby assignment.
3. Emergency-Response-Readiness – All WDEs serving Time When on Standby are subject to restrictions necessary to ensure that they will be able to perform their duties and responsibilities in a safe manner. This means there are restrictions on alcohol consumption and possibly the use of certain medications. While serving a Time When on Standby assignment the WDE must maintain his/her sobriety, be physically capable, and mentally alert to fully function in an emergency response event. The standby assignee must maintain 24 hours/day/7-days/week accessibility by land-line phone or by a cell phone with confirmed cellular system coverage, not travel outside of the Emergency Response Area, and be capable of legally operating a Class B work vehicle.
  4. Director – Is the City Manager or Director of Water Quality or assigned designee.
  5. Time When on Standby Assignment Period – Is typically seven (7) consecutive days when the WDE will be assigned as the standby emergency responder; or as otherwise modified by the Director. The assignee may arrange to split the seven days to attend to family needs for special unplanned events. It is the responsibility of the assignee to identify someone in the staff to split the time.
  6. Emergency Response Living Quarters – Is the living quarters provided by the City in the Maintenance Facility located at 1900 Laguna Canyon Road or as otherwise specified by the Director.
  7. Employee Housing Subsidy Program – Is the pay provided to eligible and qualified employees living within the City limits. See Employee Housing Subsidy Agreement.

8. Inclement Weather Preparations – Are operational emergency preparedness protocols and assignments established to ensure staff and equipment are available to provide Time When on Standby. These protocols are on compensated time and will be assigned to Time When on Standby staff and will include but not be limited to the following:
  - a. Making arrangements to stay in the Emergency Response Living Quarters in response to natural disasters or storm predictions,
  - b. Staging equipment out of the Maintenance Facility for precautionary preparedness,
  - c. Checking supplies such as fuel levels, replacement parts, purchasing groceries to accommodate unplanned stays, and
  - d. Other duties as assigned.
  
- b. Policy and Compensation for Time When Standby While Living In-Quarters
  1. All qualified WDEs living outside the Emergency Response Area will be assigned Time When on Standby while living in the Emergency Response Living Quarters. Compensation while staying in the Emergency Response Living Quarters is \$812.00 per week, or \$116.00 per diem Time When Standby is not considered working time and that the compensation is for the inconvenience of being on standby. Hours actually worked as a result of a call-out shall be paid for as set forth in 25.2.b.4 and the MOU between the parties related to overtime.
  2. Absent an order by the Director to stay at the Emergency Response Living Quarters, all qualified WDEs permanently residing within the Emergency Response Area who do not participate in the Housing Subsidy Program will be assigned Time When Standby and have the option to stay in the Emergency Response Living Quarters or to remain in their home during their duty assignment. Compensation will be \$500.00 per week, or \$71.43 per diem if the WDE stays at home while assigned Time When Standby. Compensation will be \$812.00 per week, or \$116.00 per diem if the WDE elects to, or is directed to, stay in the

Emergency Response Living Quarters while assigned Time When Standby. It is expressly understood that Time When Standby is not considered working time and that the compensation is for the inconvenience of being on call. Hours actually worked as a result of a call-out shall be paid for as set forth in 25.2.b.4 and the MOU between the parties related to overtime.

3. WDEs participating in the Housing Subsidy Program do not stay in the Emergency Response Living Quarters unless directed to do so by the Director. Participants in the Housing Subsidy Program who have occasion to volunteer to fill-in for a WDE who cannot perform his or her Time When Standby assignment, as described in the section entitled "Urgency/Emergency Staffing Changes" will receive compensation of \$500.00 per week, or \$71.43 per diem, regardless of whether or not they are directed to stay in the Emergency Response Living Quarters. It is expressly understood that Time When Standby is not considered working time and that the compensation is for the inconvenience of being on call. Hours actually worked as a result of a call-out shall be paid for as set forth in 25.1 and the MOU between the parties related to overtime.

NOTE: Responding to emergency calls during assigned weekend duty periods does not qualify for additional response compensation.

- c. Frequency of Assignments – All WDEs living outside of the Emergency Response Living Area will be assigned Time When on Standby, while living In-Quarters, at least once a year. The assignment frequency will be adjusted based on the number and availability of participants in the Housing Subsidy Program. The assignments will be made once a year or with as much advance notice as possible by the Senior Operations Supervisor. Assignments over holidays will be rotated among the staff on a yearly basis. Finally, Time When on Standby may require a single overnight stay or an In-Quarters assignment for a non-routine duty period in the Emergency Response Living Quarters to address unique

emergency situations, precautionary circumstances, or operations supporting nighttime work for special projects.

- d. Requests for Time When on Standby Assignment Deferral – For consideration of an assignment deferral, a formal written request must be submitted to the Senior Operations Supervisor for review and approval. The request must be received as soon as possible before the assignment period.
  - 1. WDEs assigned to the fifth week rotation having unavoidable personal circumstances, or foreseeing a conflict in the assigned schedule, may have the option to ask for other WDEs within the Wastewater Division to cover their Standby obligation for the whole week or partial week through voluntarism. It is solely the responsibility of the assigned WDE to cover his/her shift and make the necessary changes with the Senior Operations Supervisor.
  - 2. Consideration to defer the duty assignment may be given to WDEs having conflicts with vacation leave or other family matters.
  - 3. Granting of a request for deferral will require the ability to secure a qualified volunteer substitute with the approval of the Senior Operations Supervisor.
- e. Urgency/Emergency Staffing Changes – WDEs may experience an illness or injury prior to, or during, their Time While on Standby work assignment. In that circumstance, the Senior Operations Supervisor will first seek a volunteer and if a volunteer is not forthcoming, then a WDE will be given the assignment.
- f. Emergency Response Living Quarters Use Policy – In-Quarters residents that are on duty or off duty will comply with the following rules for the use of the Emergency Response Living Quarters. Failure to comply with the rules established by this policy and associated City policies may result in disciplinary action.

1. Restrictions: No alcohol, drugs, or smoking are permitted in the Maintenance Facility building; including the Emergency Response Living Quarters;
2. Temporary Residency During Time When Standby Period – Only the assigned In-Quarters duty WDE will reside in the Emergency Response Living Quarters. Furthermore, temporary residency is limited to the duty period unless otherwise previously arranged and approved by the Senior Operations Supervisor or Director;
3. Visitors – Family members will be allowed to enter the Emergency Response Living Quarters when notice has been given by the WDE to the Senior Operations Supervisor or Director. Any visiting family members must be accompanied by the Time When on Standby WDE at all times. Visitation is limited to those times when the WDE serving Time When Standby is off duty. Visitors are not permitted to stay past 2300 hours.
4. City employees that are on-duty are not allowed to enter the quarters unless authorized by the Senior Operations Supervisor or Director;
5. Exceptions to this policy require the approval of the Senior Operations Supervisor.
6. Housekeeping: the Emergency Response Living Quarters will be kept clean and orderly at all times;
7. The Senior Operations Supervisor will inspect the Emergency Response Living Quarters before and after each assignment period to review and note the condition of the rooms and furnishings.
8. Subsequent to responding to an emergency response, the WDE must use the locker room facilities for cleaning up from the operations in the field. Every effort must be made to maintain sanitary conditions in the Emergency Response Living Quarters. No

soiled uniforms, boots, or other equipment shall be placed in the Emergency Response Living Quarters.

9. Damage to the Emergency Response Living Quarters, its contents and accidental breakage must be reported on the next regular work day.

10. Communications and Entertainment - Use of the SCADA monitoring computer shall be restricted to the City's Computer Use Policy.

11. A cellular Duty Phone will be assigned to the Time When Standby assignee to provide a means of communication for the SCADA system, and staff, to make communications.

12. The City phone within the Emergency Response Living Quarters may be used for personal purposes while off duty. Outgoing calls are limited to local calls. WDEs are permitted to use their personal laptop computers when off duty. WDEs may, at their own option and expense, establish their own wireless Internet access or cable modem. WDEs may access the City's Internet via wireless access or cable modem with the knowledge that they are accessing the City's server and it will be monitored on a regular basis.

13. The Emergency Response Living Quarters is equipped with a television, cable, and a DVD player for occupant use.

g. Emergency Response Living Quarters – Entrance Policy

1. WDEs assigned Time When on Standby while living in-quarters shall enter and exit from the entrance nearest the Emergency Response Living Quarters while off-duty.

2. WDEs assigned Time When on Standby while living in-quarters shall conform to all entry security and safety protocols established for entering and exiting the Maintenance Facility building.



- h. Off-the-Clock / Weekday Policy Regarding Time When on Standby While Living In-Quarters – During off-duty time the following protocols are established:
1. In the course of regular work hours, on duty staff are to respect the privacy of WDEs assigned standby duty while living in-quarters and shall treat the WDE as if that WDE is residing at home.
  2. WDEs assigned Time When on Standby while living in-quarters shall refrain from interacting with on-duty staff unless such contact directly concerns matters of Time When Standby responsibilities or other work-related matters.
  3. WDEs assigned to Time When on Standby while living in quarters can travel within the Emergency Response Area or return home to attend to family matters. The Wastewater Division staff work on a 9/80 schedule. A two-member crew is assigned weekends to cover operations seven (7) days a week. Division staff rotate the assignment of serving the weekend shift.
  4. Accordingly, there are two cycles for scheduled time off, depending on if a WDE is working the weekend work-shift. WDEs not assigned to the weekend work-shift work a 9/80 schedule and have every other Friday and weekends off. WDEs working the weekend-9/80-shift alternate the days off and have Tuesday-Wednesday off or Monday-Tuesday-Wednesday off.
  5. WDEs assigned Time When Standby are not allowed to leave the Emergency Response Area. The only exceptions to this rule are:
    - a. Assignees can go to their homes on their regularly scheduled days off (two or three days including the alternate off-Friday), and between their non-working hours (7 a.m. to 4:30 p.m. Saturday through Thursday; 3:30 p.m. on alternate on-Fridays).

b. Assignees must inform the ranking day-shift Field Supervisor of their intent to go home during their scheduled time off.

These exceptions are conditional on weather permitting and are at the Senior Operations Supervisor or Director's discretion.

6. Upon return in the evening a "hand-off" protocol is necessary. The returning assignee will begin the compensable Time When Standby time, and ensure emergency standby coverage, coordinate with the ranking daytime work-shift staff member for a physical "hand-off". The hand-off will be each day at 4:30 p.m. (3:30 p.m. on Fridays). The hand-off protocol will include receipt of a daily field log recounting the maintenance activities of the day and a verbal briefing of any equipment or field situations that have engendered cause for operational concern.