

THE CITY OF MURRIETA

Murrieta Supervisors Association



JULY 1, 2014 TO JUNE 30, 2017

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA SUPERVISORS ASSOCIATION
FOR THE PERIOD JULY 1, 2014 TO JUNE 30, 2017**

SECTION 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as MOU) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding but not limited to matters relating to wages, hours, and terms and conditions of employment between employees represented by the MURRIETA SUPERVISORS ASSOCIATION (hereinafter referred to as "ASSOCIATION") represented by the negotiations team and the CITY OF MURRIETA (hereinafter referred to as "CITY") represented by management and the Murrieta City Council members.

SECTION 1.02 RECOGNITION

The CITY has recognized the ASSOCIATION as the exclusive representative bargaining agent for employees assigned to the positions recognized in Appendix A.

SECTION 1.03 IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Murrieta following the ratification of the MOU by the members of the ASSOCIATION. However, this MOU is of no force or effect unless or until adopted by the City Council.

SECTION 1.04 TERM OF MOU

The term of this MOU shall be July 1, 2014 through June 30, 2017. Negotiations for a successive term shall begin as mutually agreed upon by the CITY and the ASSOCIATION. Upon the expiration of this MOU, said MOU shall remain in full effect until such time as the meet and confer process for a successor MOU is completed.

SECTION 1.05 REOPENER

Should economic conditions change significantly, positively or negatively, either the CITY or the ASSOCIATION reserves the right to reopen negotiations. In the event this option is exercised, the CITY or ASSOCIATION shall submit written notice to the other party requesting a meeting and outlining the specific issues to be discussed.

SECTION 1.06 UNFAIR EMPLOYEE RELATIONS PRACTICE

It is agreed that it shall be an unfair employee relations practice for the CITY and/or the ASSOCIATION or its representatives:

- A. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this MOU.
- B. To refuse to meet and confer in good faith with the ASSOCIATION, or its representatives to refuse to meet and confer in good faith with the CITY on matters within the scope of representation.

SECTION 1.07 MANAGEMENT RIGHTS

The ASSOCIATION recognizes the prerogative of the CITY and the City Manager to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authority which the CITY has not officially abridged, delegated, or modified by this MOU and such powers or authority are retained by the CITY. These management rights include but are not limited to the following:

- A. To utilize personnel, set hours of work and work schedules, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the CITY.
- C. To maintain the efficiency of governmental operations.
- D. To hire, schedule, promote, transfer, assign, train or retrain employees in positions within the CITY including determining the procedures and standards of selection for employment and promotions.
- E. To suspend, demote, discharge, or take other appropriate disciplinary action against the employee for just cause.
- F. To determine the size and composition of the work force and to lay off employees. Lay-off actions shall be implemented based upon the recognized lay-off procedure.
- G. Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the CITY operations are to be conducted.
- H. To establish and enforce dress and grooming standards.
- I. To determine the content of job classifications.

- J. To establish and modify productivity and performance programs and standards, including, but not limited to quality and quantity standards, and to require compliance therewith.
- K. To determine methods of financing.
- L. To exercise complete control and discretion over its organization and the technology of performing its work.
- M. To determine the mission of the CITY and the methods and means necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; and the utilization of students, part time employees, and/or contractors.
- N. It is understood by the parties that every incidental duty is not always specifically described. Nevertheless it is intended that all such duties shall be performed by the employee.
- O. The ASSOCIATION recognizes that the CITY has statutory rights and obligations in contracting for matters relating to CITY operations. The right of contracting or subcontracting is vested in the CITY including, but not limited to, the exercise of said contracting and subcontracting rights in the event of an emergency or essential public need or where it is not economical for CITY employees to perform said work.
- P. The CITY retains the right to establish reasonable work rules of conduct. Any dispute with respect to these work rules shall not be subject to arbitration of any kind, but any dispute with respect to the reasonableness of the application of said rules may be subject to the grievance and arbitration procedures as set forth in this MOU.
- Q. Any dispute with respect to MANAGEMENT RIGHTS shall not in any way be subject to arbitration.

SECTION 1.08 EMPLOYEE RIGHTS

It is agreed that each individual employee shall have the following rights which he may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- A. The right to form, join and participate in activities of the ASSOCIATION for the purpose of representation on matters of his/her employee relations with the CITY or not to join or participate in the activities of any organization or association.
- B. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisors, other employees or employee organizations with respect to his/her membership or non-membership in any

employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

- C. Other than regarding the meet and confer process, ASSOCIATION members may be represented by an individual/entity of his/her choice.

SECTION 1.09 PROBATION PERIOD

- A. All newly hired employees represented by the ASSOCIATION shall serve a twelve (12) month probation period commencing on the designated effective date of employment.
- B. All newly promoted employees represented by the ASSOCIATION shall serve a six (6) month probation period commencing on the designated effective date of promotion. If the newly promoted employee does not pass probation as determined by the CITY, the CITY shall return the employee to their previous position prior to the promotion.
- C. Any former employee who has passed probation and is recalled from a lay-off action shall serve a three (3) month probation period commencing on the designated effective date of re-employment.
- D. Each employee serving a probationary period shall, in accordance with CITY policies, receive a performance evaluation during his or her probationary period.
- E. All probationary employees are "at will" and serve at the pleasure of the City Manager. They may be discharged or returned to their former position at any time during the probationary period for any reason, with or without cause, and with no rights of appeal.

SECTION 1.10 GRIEVANCE PROCEDURE

The CITY and the ASSOCIATION agree to meet and confer in order to amend the existing grievance procedure by clarifying language and establishing acceptable time frames for the filing of grievances.

- A. Matters Subject to the Grievance Procedures. A grievance is a complaint by an employee or the employee's ASSOCIATION that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, any other work rules, conditions of employment or regulations of the CITY or department or actions of management regarding employee relations. Disciplinary actions are subject only to the provisions of the disciplinary procedures section of this MOU and are not subject to the procedures of this section.
 - 1. No punitive action will be assessed against an employee for utilizing the grievance procedure.
 - 2. In a hearing or meeting with the supervisor, Department Head or City Manager called to resolve a grievance, a maximum of two employees, or ASSOCIATION

representatives, which may or may not include the grievant, may be excused from work, with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.

3. The preparation of grievances shall not unreasonably interfere with the employees' regularly assigned duties.
 4. At any stage of the grievance process, both parties are entitled to representation.
- B. Informal Grievance Procedures. Every effort shall be made to resolve a grievance through discussion between the employee, and/or the employee's designated representative and the employee's immediate supervisor. If, after such discussion, the employee does not feel the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior within the department. The informal grievance process shall be commenced not later than twenty (20) calendar days after the employee/ASSOCIATION knew or reasonably should have known of the occurrence which is the subject of the grievance. Failure to timely initiate the grievance procedure, and to meet with the supervisor's superior not later than twenty (20) calendar days after being advised of the supervisor's decision, shall be a bar to further processing of the grievance.
- C. Formal Grievance Procedures. If the employee is not in agreement with the decision rendered in the informal grievance procedure, the employee shall have the right to present a formal grievance in writing to the Department Head within twenty (20) calendar days after receipt of the decision at the informal grievance step. The Department Head shall meet with the employee and/or the employee's designated representative within twenty (20) calendar days after receipt of the written grievance. The Department Head shall review the grievance, render a decision in writing and return it to the employee and/or the employee's designated representative within twenty (20) calendar days after meeting with the employee or the employee's designated representative.
- D. Appeal Procedures. If the employee disagrees with the decision reached by the Department Head, the employee may present an appeal in writing to the City Manager within twenty (20) calendar days after the employee's receipt of the Department Head's decision. The City Manager shall set a meeting with the employee and/or the employee's designated representative to discuss the grievance within twenty (20) calendar days. Within twenty (20) calendar days following the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's designated representative. The City Manager's decision shall be final.
- E. Extension of Time Limits. All time limitations imposed by the grievance procedures described in this section may be extended by mutual written agreement between the CITY and the employee.

SECTION 1.11 DISCIPLINARY AND APPEALS PROCEDURE

- A. Standards of Conduct. All employees are expected to adhere to standards of reasonable and prudent conduct.
- B. Applicability of Discipline. Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the ASSOCIATION shall have rights to the notice and hearing requirements set forth in this section.
- C. Discretion In Disciplinary Action. The City Manager, Department Head, and supervisors may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record with the CITY.
- D. Permitted Disciplinary Action. Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:
- Oral admonishment
Directive Memorandum
Corrective Counseling Memorandum
Written reprimand
Suspension Without Pay
Reduction in salary
Demotion
Dismissal
- E. Oral Admonishment. Pre-disciplinary oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental and/or CITY standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. Oral admonishments shall be memorialized in writing.
- F. Directive Memorandum. When oral communication has not been sufficient, a pre-disciplinary directive memorandum can be issued to inform and direct the employee in writing how to complete a task and perform correctly in the future. It may also be used to give general direction to one or more employees.
- G. Corrective Counseling Memorandum. A pre-disciplinary formal counseling process includes a dialogue between the supervisor and the employee and results in a corrective memorandum issued to the employee which informs the employee that even after previous direction, a task is still being completed incorrectly. This is a warning that further occurrences may result in disciplinary action and is the last pre-discipline step. The memorandum requires correction of performance.

- H. Written Reprimand. A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum including a full, accurate and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future and likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within fourteen (14) calendar days and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.
- I. Suspension Without Pay. When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Department Head may impose suspension without pay. Such suspension shall occur only after the notice procedures specified in subsections M through P have been complied with and shall be subject to appeal in accordance with subsections Q through U of this section.
- J. Reduction In Salary. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period or an extended period, as specified by the Department Head. Any reduction in salary shall be subject to the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.
- K. Demotion. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head shall have the right to demote an employee for unsatisfactory performance. An employee is demoted by moving to a lower class with an appropriate reduction in pay or a reduction in pay step. A new anniversary date shall be established. Any demotion shall be subject to the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.
- L. Dismissal. When the employee's conduct has been of a continuous nature, un-corrected by previous discipline, or is of such a nature as to make further employment not in the CITY'S interests, or for other good cause, the Department Head shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.
- M. Pre-disciplinary Procedures. An employee being considered for any discipline involving loss of time or wages shall be ensured due process through application of subsections N through P of the pre-disciplinary steps described in this section.

N. Written Notice. Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made and to whom and where it should be made shall be specified in the notice of intended discipline.

O. Employee Response. An employee is entitled to a reasonable time, not to exceed fourteen (14) calendar days, to answer a notice of proposed discipline. The Department Head may grant an extension of the response period if the employee can demonstrate a reasonable need. Should an employee respond, the Department Head shall consider the response in reaching a decision or disciplinary action. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The employee may neither cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations the employee believes might affect the disciplinary decision. Extensions shall be permitted only with the consent of the Department Head. If the employee fails to respond within the time specified, the Department Head may proceed with a decision.

The Department Head has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

P. Department Head's Response. The Department Head shall provide a written answer to an employee's response at the earliest practical date, not to exceed fourteen (14) calendar days following the response of the employee. The Department Head shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Department Head. The answer shall inform the employee which of the reasons and grounds in the notice of proposed discipline have been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The effective date of discipline shall be included in the answer.

If, the Department Head decision results in a finding that the discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following conclusion of the City Manager level appeal.

- Q. Appeal of Disciplinary Actions. Any employee may appeal imposition of discipline within fourteen (14) calendar days after the receipt by the employee of the Department Head's answer. Appeals from discipline shall be in writing, signed by the appellant or the appellant's representative, and delivered to the City Manager.
- R. Appeal Hearing. Upon receipt of a timely letter of appeal, the City Manager shall set a time for a hearing. The hearing shall be held within thirty (30) calendar days after receipt of the appeal letter. The City Manager shall give not less than seven calendar days' written notice to the appellant, and any such person requesting same, of the time and place of such hearing. Said hearing shall be scheduled during normal City Hall business hours. The hearing may be open to the public or closed at the appellant's option. The appellant may appear personally and represent himself/herself or be represented by another of the appellant's choosing.
1. During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing, unless the City Manager, in his or her discretion and for good cause, otherwise directs.
 2. No photography, still or motion video shall be taken in the hearing room during the hearing. Audio recording will be permitted.
 3. The City Manager, prior to or during a hearing, may grant a continuance for any reason deemed to be important to the manager in reaching a fair and proper decision.
 4. The City Manager shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The appellant may present oral or documentary evidence and may cross-examine any witness called by the department. The appellant may make an opening statement on the appellant's behalf. The department's representative may cross-examine any witness called by the appellant. Both the department and the appellant may present rebuttal evidence. The department may then make a closing statement, followed by the appellant.
 5. The City Manager shall not be bound by technical rules of evidence.
 6. The City Manager may, at the Manager's discretion, appoint a hearing officer to conduct the hearing on the manager's behalf and to report findings and recommendations to the Manager for final decision. In this case, a copy of the hearing officer's report shall be provided to the appellant.
- S. Findings and Decisions. The City Manager shall, within fourteen (14) calendar days after the conclusion of the hearing or of receipt of a hearing officer's report, cause findings and a decision to be prepared in writing. The City Manager shall determine whether the action of the Department Head is supported by the evidence. Should the City Manager

find that none of the charges are supported by the evidence presented, the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the appellant's personnel file. Should the City Manager find that any or all of the charges are supported, the Manager shall affirm, overrule or modify in whole or in part the Department Head's disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the appellant and the appellant's designated representative. A copy will be forwarded to Human Resources for inclusion in the appellant's personnel file.

- T. Appellant's Status During Appeal. If the pre-disciplinary meeting with the Department Head results in a decision that discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following conclusion of the City Manager level appeal.
- U. Time Limits. All time limitations of this section may be extended or shortened by mutual agreement of the parties.

SECTION 1.12 LEAVE - JURY, MILITARY, EDUCATION, SICK, ANNUAL, AND LEAVE OF ABSENCE.

All applicable leave accruals (i.e., annual) are calculated and credited to each employee based upon an eight (8) hour work day. All leave hours taken shall be based upon the length of a given employee's work day (i.e., 8 hrs, 9 hrs, 10 hrs, 12 hrs) and charged against the applicable accrued leave balance.

A. JURY LEAVE

Employees who are called for jury service in any court in the State of California or in the United States shall be granted a paid leave of absence to serve as a juror.

An employee summoned to and serving on jury duty shall submit evidence of the summons to the employee's supervisor and may be absent from duty with full pay. The employee shall be entitled to retain the pay received for jury duty as partial or full reimbursement for the additional expenses associated with jury duty with no additional reimbursement by the CITY.

B. MILITARY LEAVE

Military leaves of absence shall be governed by the provisions of Sections 395 et seq. of the Military and Veterans Code.

C. FAMILY ILLNESS LEAVE

When employees need a leave of absence due to a family illness, said leave time shall be taken and paid from accrued Annual Leave.

NOTE: It is the intent of the City of Murrieta to comply fully with the Family and Medical Leave Act of 1993 and the California Family Rights Act of 1995. Nothing in this MOU is intended to restrict employees' rights under either Act.

D. BEREAVEMENT LEAVE

An employee may use up to three work shifts of paid Bereavement Leave if required to be absent from work due to the death of a member of the employee's immediate family or domestic partner. Additional time off may be authorized by the Department Head. Any additional time off will be charged to the employee's accrued Annual Leave or treated as leave without pay. However, if the employee provides documentation that 300 or more miles were traveled one way pursuant to use of Bereavement Leave, an additional two (2) paid shifts of leave may be provided.

Immediate family shall be defined as: spouse, child, parent, sibling, grandparents; the aforementioned either natural, legally adopted, step or in-law, or any person over whom the employee acts as legal guardian, or a verifiable current member of the employee's immediate household. The CITY and the ASSOCIATION agree that the definition of immediate family shall include an ex-spouse if the employee is escorting dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.

E. ANNUAL LEAVE

1. All employees covered by the terms and conditions of this MOU shall accrue Annual Leave per the following schedule:

Years of Service	Annual Accrual	Maximum Accrual
1 to 3 years	168 hours per year	594 hours
4 to 6 years	192 hours per year	594 hours
7 to 10 years	216 hours per year	594 hours
11 to 15 years	232 hours per year	594 hours
16+ years	272 hours per year	594 hours

2. The maximum amount of scheduled Annual Leave time which may be taken shall be thirty (30) working days in a fiscal year. Additional Annual Leave for exceptional situations may be granted on a case-by-case basis by the City Manager.
3. A minimum of 80 hours of leave (a combination of Administrative, Annual or Floating Holiday) must be used each fiscal year by the employee. Forty (40) hours of this total should be Administrative Leave.

4. Annual Leave may be accrued up to a maximum of five hundred and ninety-four (594) hours. When this maximum amount is reached the employee will no longer accrue additional Annual Leave. Annual Leave accruals will re-commence in the pay period in which the use of Annual Leave reduces the balance below the maximum allowed. It is incumbent upon the employee to manage his or her accrued annual time off so as not to exceed the maximum amount of 594 hours.
5. Represented employees who have a balance of at least one-hundred and sixty (160) hours and have used a minimum of eighty (80) hours of Annual Leave and Administrative Leave combined in the past fiscal year can cash out a maximum of forty (40) hours of Annual Leave on the first payday in December each year.
6. Earned and accrued Annual Leave may be taken before the completion of the first year of service with the approval of the City Manager or designee.
7. Holidays falling within the scheduled Annual Leave period shall not be considered as part of an employee's Annual Leave. Should a holiday be declared during an employee's Annual Leave period, an equivalent number of Holiday Leave Bank hours will be used instead of Annual Leave. Illness occurring during a scheduled Annual Leave period shall not be considered as unscheduled (sick) leave.
8. Any employee who is eligible for Annual Leave benefits and terminates his or her employment with the CITY will be paid for any unused Annual Leave hours.
9. Annual Leave in excess of eighty (80) consecutive hours will require the City Manager's approval.
10. When an employee is absent from work due to illness or a health related reason, said leave periods shall utilize Annual Leave with pay. In the event of absences due to illness or injury, the Department Head, in consultation with Human Resources, may require a physician's statement indicating the employee's fitness to return to work.

F. SICK LEAVE ACCUMULATED PRIOR TO JULY 1, 1996.

ACTIVE EMPLOYEES: All Sick Leave balances accumulated since the employee's date of hire up to and including the pay period ending July 6, 1996 are not added to Annual Leave, but are frozen and placed in a Sick Leave bank for the respective employee. This bank of prior Sick Leave shall remain for the employee's benefit and may be used for illnesses or injury resulting in an absence of one day or more. Employees may use Sick Leave hours in lieu of Annual Leave for any qualifying absence of 1 day or more.

DEPARTING EMPLOYEES: At the time of an employee's resignation, employees shall be eligible to receive a payment of 50% of the unused Sick Leave in their Sick Leave bank at the employee's current rate of compensation. Employees retiring from the CITY

will receive the value of 50% of the unused Sick Leave in their Sick Leave bank at the employee's current rate of compensation which will be deposited directly into a Retirement Health Savings account.

The remaining Sick Leave hours cannot be used for any purpose other than CalPERS service credit for employees who are retiring

G. ADMINISTRATIVE LEAVE

Current employees will be credited with sixty (60) hours of Administrative Leave at the beginning of fiscal year 2014/15. Employees beginning employment during the fiscal year will start with a prorated Administrative Leave bank. Hours will be credited based on five (5) hours of Administrative Leave (equivalent to 1/12th of the annual accrual) for each full remaining month in the fiscal year after the employee's date of hire.

If an employee separates from employment prior to June 30, 2015, the payment of unused Administrative Leave shall be made on the basis of 1/12 of the total hours multiplied by the number of full months of service completed in the fiscal year. Maintaining employment for fifteen (15) calendar days shall be deemed completion of the entire month for distribution purposes only.

Therefore, if an employee has used Administrative Leave and separates employment prior to June 30, 2015, the amount of unearned leave (per the above 1/12 formula) shall be reimbursed to the CITY by means of a deduction from a closing check or if said check is insufficient, by direct payment from the former employee. (For example, if an employee cashes out and/or uses all 60 hours by December, and separates employment on the following January 30, the employee will owe the CITY the value of the 25 hours: $1/12 \text{ of } 60 = 5 \text{ hours monthly} \times 5 \text{ remaining fiscal year months} = 25 \text{ hours}$).

Employees will be allowed to sell back twenty (20) hours of Administrative Leave per fiscal year payable on the first payday in June. The remaining forty (40) hours of Administrative Leave may be used only for time off. Any unused portion of the remaining forty (40) hours of Administrative Leave will be forfeited on June 30, 2015.

Beginning July 1, 2015, employees will accrue a maximum of sixty (60) hours of Administrative Leave and the leave will not be forfeited at the end of the fiscal year. Employees will receive a one-time lump sum of thirty (30) hours on the first payday in July 2015. Employees hired or separating from service between July 1, 2015 and December 31, 2015 will have their unearned Administrative Leave adjusted at the rate of 5 hours per month. Effective the first payday in January 2016, employees will begin accruing Administrative Leave at the rate of 2.3077 hours per pay period up to a maximum of sixty (60) hours. Effective January 1, 2016, employees separating from service with the CITY will be compensated for all hours on their balance and are no longer subject to the adjustments for separation outlined above.

Employees will continue to be allowed to sell back twenty (20) hours of Administrative Leave each fiscal year payable on the first payday in June.

Represented employees eligible for overtime will not receive Administrative Leave. Incumbents currently holding the positions of Police Records Supervisor and Police Support Services Supervisor that are currently receiving administrative leave in addition to overtime shall continue to do so while remaining in their current positions.

H. LEAVE OF ABSENCE

Leave Without Pay. An employee may be allowed a Leave of Absence Without Pay. This can be initiated by a written request from the employee or a family representative if the employee is unable to make the request. The request shall be directed to the employee's Department Head, who will forward it with a written recommendation to the City Manager for review and approval. The City Manager's decision to approve or deny the request shall in all cases be final. The City Manager may grant an employee a Leave of Absence Without Pay for a period not to exceed six (6) months. During such Leave of Absence Without Pay, Annual Leave, and Holiday Leave Bank credits will not accrue and the employee will be excluded from all other compensation and fringe benefits. However, the employee, at his or her discretion and cost, may take advantage of the COBRA program so that applicable benefits may continue.

The CITY and ASSOCIATION agree to meet at a later date to clarify administrative benefits for an employee during a Leave of Absence without pay or a non-industrial disability.

I. WORKERS' COMPENSATION LEAVE

When an employee is unable to work due to an accepted work-related injury, that employee shall receive Total Temporary Disability (TTD) benefits as provided by law. For sixty (60) work days the CITY shall pay the employee the difference between his/her regular base salary and the amount of the TTD payment. Any partial day off will count as a full day towards the sixty (60) days. Beyond the 60 work days of TTD, the employee shall have the option of using accumulated Annual Leave to supplement the TTD, provided, however, that the combined amount received from TTD and the supplement do not exceed 100% of base salary.

During a pay period wherein an employee is supplementing his or her TTD with accrued Annual Leave, that employee will continue to accrue Annual Leave at their normal rate. This supplement shall be, at a minimum, equal to the employee's bi-weekly accrual rate.

SECTION 1.13 PROHIBITION OF STRIKES

- A. The ASSOCIATION, its officers and members, shall neither cause nor counsel its members or any non-represented employees to strike for any reason, nor shall it in any manner cause them to directly or indirectly to commit any concerted acts of work

stoppage, slow down, or refusal to perform any customarily assigned duties for the employer, namely, the CITY, for any reason. The occurrence of any such acts or actions prohibited in this section by the ASSOCIATION shall be deemed a violation of this MOU.

- B. In applying the provisions of this section, all of its terms used here shall be given the meaning commonly understood.
- C. The ASSOCIATION shall not be liable where the acts or actions previously enumerated are not caused or authorized directly or indirectly by the ASSOCIATION.

SECTION 1.14 ASSOCIATION ACTIVITY

- A. ASSOCIATION meetings shall only be held during authorized lunch periods or after 5:30 p.m. The City Manager or designee may grant permission for a meeting during regular business hours in the case of a bonafide urgent need. ASSOCIATION meetings may be held on CITY property with the prior approval of the City Manager or designee. Approval from the City Manager or designee must be obtained prior to noticing any ASSOCIATION meeting which is requested to be held on CITY property.
- B. Representatives of the ASSOCIATION having business with the officers and individual members of the ASSOCIATION may confer with such officers or members during the course of the work day for a reasonable length of time provided that such activities do not impede the operation of the CITY.
- C. The ASSOCIATION shall advise the CITY, in writing, of its negotiators, and shall be limited to designating three (3) negotiators each calendar year. Representatives from the ASSOCIATION shall be paid regular salary for the time spent annually in negotiations during the regular work hours, except no payment will be made for negotiating time outside the representative's normal work day. The names of the duly chosen representatives of the ASSOCIATION shall be submitted to Human Resources, sufficiently in advance of the regularly scheduled meetings, so as to permit the scheduling of operations within the CITY. The provisions of this MOU shall be limited to conferences or negotiations held with respect to wages, hours, and conditions of employment.
- D. The CITY shall provide space on a bulletin board at City Hall and permit the use of the same for the ASSOCIATION announcements. A reasonable amount of time will be allowed members of the ASSOCIATION to post ASSOCIATION notices. A reasonable amount of time will be allowed members on duty to vote in ASSOCIATION elections and referendums provided, however, that on-duty personnel shall not be allowed to leave their assigned duty stations. The bulletin board will be subject to the following provisions. All notices shall be posted by an officer of the ASSOCIATION and shall relate to the following matters:
 - 1. ASSOCIATION recreational and social affairs.

2. ASSOCIATION meetings.
3. ASSOCIATION appointments.
4. ASSOCIATION elections.
5. Results of ASSOCIATION elections.
6. Reports of committees of the ASSOCIATION.
7. Rulings or policies of the ASSOCIATION.
8. Judicial and quasi-judicial decisions affecting any members of the bargaining unit such as the results of fact finding, grievances, etc.
9. Any other material authorized by the City Manager or his designated representative.

Notices and announcements shall not contain anything political or controversial, or anything negatively reflecting upon the CITY, any of its employees or officers, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by the City Manager or designee prior to posting.

- E. ASSOCIATION notices, logos, and decals shall not be permitted on any CITY property or equipment except as provided for in Section 1.14, paragraph D.

SECTION 1.14.05 NOTICE REQUIREMENTS

In any case, when the CITY determines to reclassify the position of an ASSOCIATION member in a manner which will decrease the number of ASSOCIATION members who are represented or eligible for membership by the ASSOCIATION, Human Resources shall notify the ASSOCIATION in writing of the change at least thirty (30) days prior to the proposed effective date of the change.

Similarly, Human Resources shall notify the ASSOCIATION as soon as possible when an ASSOCIATION employee is hired, promoted, transferred, or leaves the ASSOCIATION.

SECTION 1.15 HOLIDAYS

- A. CITY employees shall be eligible for holidays as prescribed in this section of this MOU.

B. The approved CITY holidays shall be as follows:

- (1) January 1st, known as New Year's Day
- (2) Dr. Martin Luther King Holiday (January)
- (3) The third Monday in February, known as "Presidents' Day"
- (4) The last Monday in May, known as "Memorial Day"
- (5) July 4th, known as "Independence Day"
- (6) The first Monday in September, known as "Labor Day"
- (7) November 11th, known as "Veterans' Day"
- (8) Thanksgiving Day
- (9) The day after Thanksgiving
- (10) December 25th, known as Christmas Day
- (11) Employee's Birthday "(Floating Holiday)"

HOLIDAY LEAVE BANK:

For accounting purposes, each employee on a flex schedule shall begin with a bank of ninety-nine (99) hours of Holiday Leave which will be added to the leave balances on the first payday in July. An employee's Holiday Bank shall be reduced by the number of hours taken for the holiday.

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

Any Holiday Leave Bank hours not used by the last payday that ends in June each year shall be forfeited.

Employees beginning employment during the fiscal year will start with a prorated Holiday Leave bank. Hours will be credited as follows:

- a. Nine (9) hours for each CITY authorized holiday that has not yet occurred.
- b. Nine (9) hours of floating holiday time if the employee's birthday falls between the employee's start date and the end of the fiscal year. If the birthday has already occurred, no floating holiday shall be given.

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

- a. Nine (9) hours for each CITY authorized holiday that has occurred during that fiscal year.

Necessary adjustments to the Holiday Leave Bank upon termination of employment will be deducted from the final pay check.

SECTION 1.16 POLITICAL ACTIVITIES

- A. While employees are encouraged to vote before or after normal work hours, any employee entitled to vote in any public election shall be afforded the necessary time off to do so in accordance with the provisions of the California Statutes, or any other means that is satisfactory to the CITY and the ASSOCIATION. No employee shall receive compensation for replacing another employee while voting.
- B. Employees shall observe strictly all rules of the CITY relating to political activity insofar as they are applicable only to hours spent on duty.

SECTION 1.17 SUBSTANCE ABUSE POLICY

It is the responsibility of all affected employees to cooperate to protect lives, personal safety and property of co-workers and fellow citizens. All employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers. Towards this goal, employees will follow the CITY's Drug Free Workplace Policy which has been established and maintained separate from this MOU.

SECTION 1.18 LAYOFF AND RETURN POLICY

PURPOSE: To provide a policy to be followed in the event of a reduction in the workforce and subsequent recall for employment of affected employees represented by the ASSOCIATION.

- A. Layoff. The CITY reserves the right to layoff employees for lack of work, budgetary reasons, technological changes, or other CITY actions that necessitate a reduction in the work force. In the event of a layoff, it is the intent of the CITY to retain the most qualified employees.
 1. The Department Head, in consultation with Human Resources, as approved by the City Manager, will implement the layoffs.
 2. In the event of a layoff, temporary, seasonal, part-time, or probationary employees within the affected class shall be laid off first. Contracts for services for duties performed by the affected classification shall be eliminated prior to layoff, except for contracts requiring specialized knowledge, skills, and abilities for the project(s). Subsequent layoffs within the CITY will be accomplished in the following order:

- a. Seniority within the affected classification.
 - b. Seniority with the CITY.
 - c. Performance, based on the most recent performance evaluation in the employee's personnel file.
3. A laid off employee shall be entitled to "bump" to a position in a classification in the ASSOCIATION which she/he formerly held a full-time, non-probationary appointment and in which there is an employee with less CITY seniority and if physically and mentally able to perform the duties of the former class. The displaced employee shall be considered as laid off for the same reason as the person who displaced him/her and shall in the same manner be eligible to "bump" to a position and class in which she/he formerly held a full-time, non-probationary appointment. In the event of a tie, performance evaluations shall be utilized in effecting the lay-off.
 4. When practical, notice of layoff shall be given with as much advance notice as possible, but no less than fourteen (14) calendar days before the implementation date. When said notice cannot be given, the employee shall be provided with compensation equal to the number of hours the employee would have typically worked during the fourteen (14) calendar days following said notice.
 5. Laid off employees shall receive compensation, less required taxes, only for applicable accumulated Annual Leave, holiday compensation, and unused Administrative Leave he/she has due. Annual Leave shall be compensated based upon the total number of accrued Annual Leave hours multiplied by the employee's base hourly rate of pay. Employees shall be compensated with a payment of unused Sick Leave balance pursuant to Section 1.12(F) of this MOU.
 6. An employee shall not continue to accumulate seniority, Annual Leave, or any other service-related benefits during the period of time he or she is laid off.
- B. Recall List. The names of full-time, permanent employees who have been laid off shall be placed on a recall list for the position held at the time of lay-off for a period not to exceed twenty-four (24) months.

Individual names may be removed from the recall list for any of the following reasons:

1. The expiration of twenty-four (24) months from the date of placement on the list.
2. Re-employment with the CITY in a regular full-time position.
3. Failure to respond within fourteen (14) calendar days of mailing a certified letter regarding availability for employment. The certified letter shall be mailed to the employee's last known address.

4. Failure to report to work within fourteen (14) calendar days of mailing a certified letter containing a notice or recall to a position.
 5. Written request to be removed from the list.
- C. Recall. In the event of a recall from a layoff, employees shall be recalled in reverse order of lay-off providing that the recalled employee meets the minimum qualifications for the position to be filled.
1. The classification for which the employee may be recalled to fill may be at a lower classification than the one which the employee held prior to being laid off. Financial compensation for recalled employees would be within the CITY's salary range for the classification being filled through the recall process. Returning employees shall be entitled to seniority accrued prior to layoff. All recalled employees shall serve a probationary period in accordance with Section 1.09 of the MOU between the CITY and ASSOCIATION.
 2. All returning employees must successfully pass a physical examination appropriate for the respective job classification so as to ensure the returning employee is medically capable of performing the required duties.
 3. When vacancies occur, the CITY shall utilize the recall list prior to conducting an outside recruitment for positions represented by the ASSOCIATION.
 4. Full-time, permanent employees who have been laid off and later recalled within twenty-four (24) months of placement on a recall list, shall on recall, have the same retiree health insurance vesting rights for purposes of computing CITY-funded retiree health insurance benefits, as was held by the employee at the time of layoff.

SECTION 1.19 COMPENSATION

- A. Effective within thirty (30) days of approval of the MOU by the Murrieta City Council, represented employees shall receive a \$1,000 one-time stipend. Effective July 12, 2015, all represented employees shall receive a two percent (2%) pay increase. Effective December 27, 2015, furloughs will be eliminated and employees will return to working eighty (80) hours per pay period and receive a 5.26% pay increase. Effective December 25, 2016, represented employees shall receive a two percent (2%) pay increase.
- B. Effective the first pay period that begins after City Council approval of the MOU, the following positions shall have pay ranges increased as follows: IS Analyst – 2%; Recreational Supervisor – 2%; Civil Engineering Associate – 6%; Code Enforcement Supervisor – 6%; Police Records Supervisor – 6%; Senior Planner – 6%; Public Works Construction Manager – 9%.

SECTION 1.19.05 ON CALL PROGRAM – PUBLIC SAFETY

Due to the special requirements of public safety staffing, the CITY will establish an on-call program for the classification of Police Support Services Supervisor to be compensated at \$215.00 per month.

SECTION 1.19.10 TEMPORARY ASSIGNMENT PAY

As a result of vacancies, leaves of absence, or other reasons, it may be necessary to temporarily reassign the duties of an authorized position to another employee. When such an assignment requires the employee to assume substantial additional duties which are outside the scope of the employee's regular assignment for a period in excess of 30 consecutive calendar days, the employee shall be entitled to a salary adjustment to reflect the new duties. The following shall apply in these instances:

- A. Approval required. Upon the recommendation of the Department Head and with the approval of the City Manager, an employee may temporarily be assigned to a higher level classification to perform duties provided that:
 - 1. The higher level position is vacant and is approved by the City Manager for new or continued staffing.
 - 2. The employee is called upon to perform a substantial amount of the duties of the higher level position and the duties for the higher level position are outside the scope of the employee's current classification as determined by the City Manager and the Department Head.
 - 3. The vacancy is expected to continue for at least thirty (30) consecutive calendar days, but not longer than one (1) calendar year, and
 - 4. The employee possesses the minimum qualifications to perform the work of the higher level position.
- B. Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of approximately five (5) percent or the "A" step of the salary range of the higher level position, whichever is greater, for the duration of the temporary assignment beyond the first thirty (30) days. Such an assignment shall not extend beyond 180 calendar days without the approval of the City Manager.

SECTION 1.19.15 DEFERRED COMPENSATION MATCH

For those employees participating in a CITY sponsored deferred compensation program, the CITY shall contribute a matching amount to the employee's account on a dollar for dollar basis, not to exceed \$1,200.00 per year.

SECTION 1.19.16 SPANISH LANGUAGE PAY

The CITY has established a bi-lingual program that provides an additional two and one half percent (2.5%) of base pay for eligible members of the ASSOCIATION who are fluent in the Spanish language. The number of members to be eligible shall be determined by the CITY and shall be based upon the CITY's needs. To become qualified an employee must be certified by the City Manager and or his/her designee after the employee passes a verbal conversation examination established by the CITY in cooperation with the ASSOCIATION.

SECTION 1.19.20 SHIFT DIFFERENTIAL – POLICE SUPPORT SERVICES SUPERVISOR

Shift differential shall apply only to the Police Support Services Supervisor position. An amount equal to 2.5% of the Police Support Services Supervisors' base salary shall be paid for hours worked during the 1800-0600 hours shift. Effective July 12, 2015, the shift differential will increase to 3.5% of base salary. Effective July 10, 2016, the shift differential shall increase to 5% of base salary.

SECTION 1.19.25 COURT TIME

The incumbent within the Police Support Services Supervisor position shall receive court time compensation at a rate of time and one-half with a two-hour minimum for the length of his tenure as the Police Support Services Supervisor.

SECTION 1.19.30 UNIFORM ALLOWANCE

All unit employees in the positions listed below shall be provided an annual uniform allowance in the amount of \$600. Payment shall take place on the first payday in January each year. The CITY will not provide extra payment for clothes or uniform items damaged regardless of fault. Classifications covered by this provision include:

Police Support Services Supervisor
Police Records Supervisor
Code Enforcement Supervisor

SECTION 1.19.35 OVERTIME

ASSOCIATION members shall be compensated at time and one-half based on their normal 40-hour rate when called upon to work emergency overtime on an incident for which the CITY is reimbursed at time and one-half by an outside agency such as FEMA or the California Office of Emergency Services.

Incumbents in the positions of Police Records Supervisor and Police Support Services Supervisor currently eligible to receive overtime pay will continue to do so while remaining in their current positions. In determining the eligibility for overtime pursuant to the FLSA, use of

paid leave time as time off during a FLSA designated work period shall be considered “hours worked” for purposes of determining FLSA eligibility for overtime.

SECTION 1.20 INSURANCE AND RETIREMENT BENEFITS

- A. The CITY shall provide funding for medical and related expenditures as follows: The City of Murrieta is a contracting agency for participation in the Public Employees’ Medical and Hospital Care Act. Government Code § 22892 provides for the minimum employer contributions to allow enrollment in PEMHCA.

Effective January 1, 2012, the CITY contribution to PEMHCA was set at \$112.00 monthly and shall from calendar year to calendar year be adjusted to correspond with statutory amended minimum employer contribution rates. (The CITY has been advised that effective January 1, 2013, the minimum mandated employer contribution shall be \$115.00 monthly per employee).

Effective July 1, 2012, the CITY shall fund a Cafeteria Plan on behalf of each employee in an amount not to exceed \$1,305.28 per month, which includes the PEMHCA minimum. This amount will be adjusted on January 1, 2013, and each January thereafter by fifty (50) percent of the increase in cost for the lowest monthly family premium for an available PERS HMO medical plan. The employee will pay any additional cost based on the plan coverage chosen.

Up to \$833.43 of the Cafeteria Plan may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable “Cafeteria Plan” expenditures, such as Deferred Compensation contributions, medical premiums, Flexible Spending Account contributions, or a taxable cash payment.

- B. Retiree Medical: Employees retiring from the City of Murrieta who choose to continue their CalPERS health insurance upon retirement are eligible to receive the following benefit based on their hire date with the CITY.
1. **Employees hired prior to January 1, 2008** – eligible retirees shall receive the monthly minimum mandated employer contribution to participate in the Act (\$112.00 per month for calendar year 2012) and a \$721.43 monthly contribution to a Retirement Health Savings Plan (RHS). The total monthly expenditure for pre-January 1, 2008 employees who thereafter retire shall remain fixed at a maximum \$833.43 (consisting of the minimum mandated contribution to participate in PEMHCA, as from time to time exists, and the RHS contribution.)
 2. **January 1, 2008 through July 14, 2014 (10 complete years of CITY service)** – employees hired on and after January 1, 2008 and before July 15, 2014, and who thereafter retire from CITY service with a minimum ten (10) complete years of service with the CITY, shall receive CITY-funded medical insurance for the retiree and eligible dependents, in an amount not to exceed \$360.00 per month up to the date of eligibility to receive Medicare. (The \$360.00 maximum amount is

computed by adding the minimum payment mandated from time to time by the Act to a RHS contribution, which shall when totaled, equal \$360.00 per month.) Upon employee eligibility for Medicare, the CITY contribution to medical insurance shall be in the minimum mandated amount for employer contributions to participate in PEMHCA.

3. **January 1, 2008 through July 14, 2014 employees (fewer than 10 complete years of CITY service)** – for those employees hired on and after January 1, 2008 who then retiree from CITY service with fewer than ten (10) full years of CITY service, the CITY medical insurance contribution shall be equivalent to the minimum mandated employer contribution to participate in PEMHCA.
 5. July 15, 2014 and later employees – employees hired on or after July 15, 2014 are eligible to receive only the PEMHCA minimum mandated contribution. The minimum contribution will be \$100.
- C. Dental and Orthodontic. The CITY agrees to provide a dental and orthodontic benefit plan. The CITY also agrees to pay monthly premium payments for each employee and the employee's dependents.
 - D. Vision Plan: The CITY agrees to provide a vision plan for all represented employees. The CITY also agrees to pay monthly premium payments for each employee and the employee's dependents up to a maximum of \$36.54.
 - E. Life Insurance: The CITY agrees to provide life insurance coverage in the amount equal to the employee's annual salary, up to a maximum of \$150,000.00 through an insurance company selected by the CITY. The CITY shall pay the full monthly premium for said life insurance. When available through the CITY, employees may purchase additional life insurance at a cost to be paid by the employee.
 - F. Long Term Disability: The CITY agrees to provide long term disability insurance coverage through an insurance company selected by the CITY. The CITY shall pay the full monthly premium for said insurance coverage.
 - G. Short Term Disability: The CITY agrees to provide short term disability insurance for all eligible represented classes through an insurer selected by the CITY. The CITY shall pay the full premium for said insurance.
 - H. The CITY agrees to establish a Cafeteria Plan to allow employees to make pre-tax deductions from their earnings for the purposes of being reimbursed by a third party administrator for eligible health and dependent care expenses. As part of this plan the CITY agrees to provide a "premium-only plan" which will allow employees to make pre tax deductions from their earnings for the purposes of paying their employee contributions for medical insurance premiums. The CITY will pay all administrative costs for this program.

I. PUBLIC EMPLOYEES RETIREMENT SYSTEM

1. Employees hired prior to December 30, 2012

Effective July 1, 2007, the CITY amended its CalPERS retirement contract in accordance with Section 21354.5 of the Public Employees' Retirement Law, to provide a 2.7% at age 55 (One-Year Final Compensation) retirement benefit formula for represented employees. The CITY shall pay the full employer cost for his benefit. Effective September 9, 2012, employees who receive this retirement benefit formula will pay the entire eight percent (8%) of the employee portion of the CalPERS retirement contribution.

2. Employees hired on or after December 30, 2012

Effective December 30, 2012 the CITY amended its CalPERS retirement contract in accordance with Section 21353 of the Public Employees' Retirement Law, to provide a 2% at age 60 (Three-Year Final Compensation) retirement benefit formula for represented employees hired on or after December 30, 2012. Effective January 1, 2013 this benefit only applies to employees hired who are by CalPERS definition a "Classic Member". The term Classic Member is an individual who entered into membership with CalPERS or reciprocal retirement system on or before December 31, 2012, and who do not meet the definition of a "New Member" in Government Code (GC) Section 7522.04(f). Employees who receive this retirement benefit formula will pay the entire seven percent (7%) of the employee portion of the CalPERS retirement contribution.

Effective January 1, 2013, under the Public Employee's Pension Reform Act of 2013 (PEPRA) the CITY will provide a 2% at age 62 (Three-Year Final Compensation) retirement benefit formula for represented employees hired as a "New Member" on or after January 1, 2013. The CalPERS definition of a New Member means any of the following: 1. An individual who becomes a member of CalPERS for the first time on or after January 1, 2013. 2. An individual who is not subject to reciprocity (under GC 7522.02(c)). 3. An individual who was an active member of CalPERS or reciprocal retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. A New Member will pay 50% of the normal cost rate for their defined benefit plan which was six and one half percent (6.5%) as of January 1, 2013.

3. CalPERS 1959 Survivor Benefit. Effective November 7, 2004, the CITY agrees to provide the fourth level 1959 Survivor Benefit to represented employees. The CITY shall pay the employer's administrative costs for said benefit and the employee shall pay his or her share of the monthly cost for said program.
4. Effective November 7, 2001, the CITY amended its contract with the California Public Employees Retirement System to provide Military Service Credit as Public

Service (PERS Section 21024). Under this amendment, employees must pay the costs of purchasing their service credit.

SECTION 1.30 ALTERNATIVE WORK SCHEDULE AND COMPENSATION RESTORATION

For the period of June 20, 2010, to September 8, 2012, ASSOCIATION members were subject to a five (5) percent reduction in work schedule, and a five (5) percent reduction in pay. Effective September 9, 2012 the 5% reduction in pay was restored.

The work schedule for those ASSOCIATION members whose schedules were previously reduced will continue to be a 38-hour workweek through December 26, 2015. This may be accomplished by a 9 ½-hour workday, four days per week, but it is understood by both the CITY and the ASSOCIATION that some ASSOCIATION members will work other schedules.

Effective December 27, 2015 the furlough will be discontinued and employees will return to a 40-hour work week. This will be accomplished by instituting a fixed 9/80 work schedule. Both the CITY and ASSOCIATION may reopen negotiations to discuss work schedules should a need arise.

SECTION 1.31 TUITION REIMBURSEMENT PROGRAM

After twelve (12) months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution. The maximum reimbursable amount shall be \$1,500.00 per employee per fiscal year for allowable expenses as outlined in the CITY's Tuition Reimbursement Policy. Reimbursement will be made provided: pre-approval was obtained; courses are satisfactorily completed; appropriate proof of successful completion is submitted to the Human Resources ; courses of instruction will enable the employee to perform their present duties more effectively or will prepare them for future opportunities into which they could reasonably expect promotion or transfer to at the CITY; the hours of instruction for the course do not conflict with the employee's regularly scheduled work day; and reimbursement is limited to a maximum of two courses per semester or quarter.

SECTION 1.32 OTHER ITEMS

Items not specifically addressed in the MOU shall continue to be addressed in Personnel Resolution, No. 91-64 and/or the Employee Relations Resolution, No. 93-214.

SECTION 1.33 TOTAL COMPENSATION

In order to attract and retain qualified employees, the CITY has endeavored (but is not mandated) to maintain salaries and benefits that are comparable in the local market.

- A. Definition. The combination of salaries and benefits is known as total compensation. CITY and ASSOCIATION agree that total compensation shall consist of salary, shift

differential, insurance premiums (medical, dental, vision, life, long term disability, short term disability, worker's compensation, FICA), leave accruals (Holiday, Administrative), Tuition Reimbursement, Uniform Allowance, contributions to Cafeteria Plan and/or section 125 plan, PERS contributions, and court pay.

- B. Comparable Cities. CITY and ASSOCIATION agree that, when collecting information regarding total compensation, the following cities will be surveyed: Carlsbad, Chino, Corona, Escondido, Hemet, Indio, Oceanside, Redlands, Temecula and Upland.
- C. The parties acknowledge that during all meet and confer processes regarding successors to this MOU, each reserves unto itself the option of proposing changes in the total compensation definition in paragraph A, above, and/or in the definition of "comparable cities," in paragraph B, above.

APPROVED AND ADOPTED by the City Council of the City of Murrieta and signed by the Mayor and attested by the City Clerk this 18th day of November, 2014.

CITY OF MURRIETA:


Harry Ramos
MAYOR PRO TEM

11/18/2014
DATE

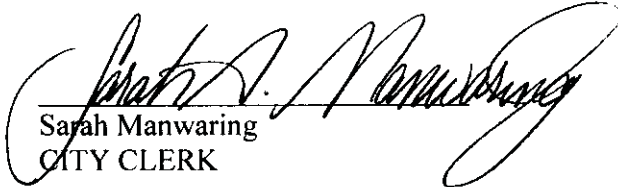

Rick Dudley
CITY MANAGER
EMPLOYEE RELATIONS OFFICER

11/19/2014
DATE


Joy Canfield
ADMINISTRATIVE SERVICES DIRECTOR
Chief Management Negotiator

11/20/14
DATE

Attest:


Sarah Manwaring
CITY CLERK

11/24/2014
DATE

MURRIETA SUPERVISORS ASSOCIATION REPRESENTATIVES:


Cris Martinez, Police Support Services Supervisor
PRESIDENT, MURRIETA SUPERVISORS ASSOCIATION

11/19/14
DATE


Jeff Hitch, Public Works Construction Manager
VICE PRESIDENT, MURRIETA SUPERVISORS ASSOCIATION

11/19/14
DATE


Dave Hendry, Public Works Maintenance Supervisor
SECRETARY-TREASURER, MURRIETA SUPERVISORS ASSOCIATION

11/19/14
DATE

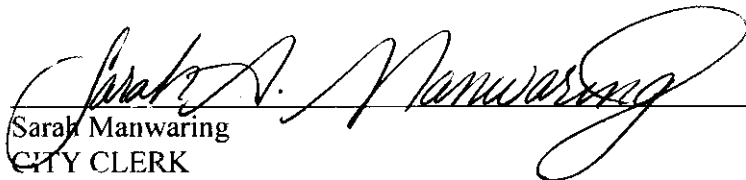
I, A. Sarah Manwaring, City Clerk of the City of Murrieta, California, hereby certify that the foregoing memorandum of understanding was duly adopted at a meeting of the City Council of said City at its meeting held on the 18th day of November, 2014 by the following vote, to wit:

Ayes: GIBBS, LANE, RAMOS, WUNDERLICH

Noes: NONE

Absent: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Murrieta, California, this 18th day November, 2014.


Sarah Manwaring
CITY CLERK

Appendix A
List of Murrieta Supervisor's Association Represented Employees

Associate Planner
Building Inspections Supervisor
Chief Building Inspector
Civil Engineering Associate
Code Enforcement Supervisor
Community Services Manager
Engineering Manager
Geographic Information Services Administrator
Information Services Program Manager
Information Services Manager
Information Services Analyst
Librarian IV
Maintenance Supervisor
Parks Maintenance Superintendent
Police Records Supervisor
Police Support Services Supervisor
Public Works Construction Manager
Public Works Inspection Superintendent
Public Works Inspection Supervisor
Public Works Maintenance Manager
Public Works Maintenance Supervisor
Principal Librarian
Recreation Supervisor
Senior Planner
Traffic Engineer