

MEMORANDUM OF UNDERSTANDING

CITY OF ENCINITAS / SAN DIEGUITO WATER DISTRICT and the
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221

July 1, 2023 –
June 30, 2027

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
CITY OF ENCINITAS / SAN DIEGUITO WATER DISTRICT (SDWD)
AND THE
SERVICE EMPLOYEES INTERNATIONAL (SEIU), LOCAL 221

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(CITY OF ENCINITAS ADMINISTRATIVE MANUAL POLICY P002)

IMPLEMENTATION RESOLUTIONS

- CITY OF ENCINITAS RESOLUTION NO. 2023-70**
- CITY OF ENCINITAS RESOLUTION NO. 2023-71**
- SAN DIEGUITO WATER DISTRICT RESOLUTION NO. 2023-09**
- SAN DIEGUITO WATER DISTRICT RESOLUTION NO. 2023-10**

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MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
CITY OF ENCINITAS / SAN DIEGUITO WATER DISTRICT (SDWD)
AND THE
SERVICE EMPLOYEES INTERNATIONAL (SEIU), LOCAL 221

ARTICLE 1. Preamble and Implementation

The wages, hours and conditions of employment that are set forth in this Memorandum of Understanding (MOU) have been discussed and jointly proposed by and between the City of Encinitas / San Dieguito Water District (hereinafter called City or City of Encinitas or employer) and Service Employees International Union - Local 221 (hereinafter called Union or SEIU) and shall apply to all regular employees of the City of Encinitas and San Dieguito Water District working in the classifications set forth in Appendix "A."

Upon adoption of implementing resolutions and ordinances by the City of Encinitas City Council and San Dieguito Water District Board of Directors, all the terms and conditions of this document so incorporated shall become effective without any further action by either party.

ARTICLE 2. Recognition

The City of Encinitas hereby recognizes SEIU, Local 221 as the bargaining representative for all its members employed by the City of Encinitas and the San Dieguito Water District to the fullest extent allowable under the California law applying to public employees. As public employees, such employees shall have the right to discuss individual problems of employment with supervisors and officials of the City of Encinitas.

Section 2.1 Exclusive Recognition

As the exclusively recognized employee organization for this bargaining unit, SEIU is the sole employee organization representing unit employees and having the right to meet and confer in good faith concerning all matters pertaining to employment conditions and employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment except however, that the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity provided by law or executive order. SEIU assumes the corresponding obligation of fairly representing such employees.

Section 2.2 Bargaining Unit Classifications

The list of classifications assigned to this bargaining unit is found at Appendix "A" to this document. The City of Encinitas, in conformance with Section 8 of the City's Employer-Employee Relations Resolution, retains authority to allocate new

classifications or positions delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from bargaining units. The City shall notify SEIU and provide the opportunity for discussion before such actions are taken. Should any reallocation, deletion, or modification of classifications result in a change or changes to terms and conditions of employment for a classification(s) in the certified bargaining unit, the parties shall meet and confer at the Union's request. Upon assignment of a newly created classification to the bargaining unit, the City shall provide a notice and opportunity to meet and confer over the wages and benefits of the new classification. The notice will be sent to all officers of the chapter and to SEIU Local 221 attention: Office of the President. The Union shall have two weeks (14 calendar days) to respond to the City's notice.

Section 2.3 Working Supervisors in the Bargaining Unit

Working supervisors have been included in this recognized bargaining unit of general employees. A working supervisor is defined as an employee who does the same work as the supervised employee most of the time and supervises only one classification of subordinates(s) (without regard to the levels within the classification). Working supervisors do not perform management or labor relations confidential work. Utility and Maintenance Field Supervisor is an example of a working supervisor classification included in this recognized bargaining unit for general employees.

- A. Working supervisors will not be required to pay agency shop fees for bargaining unit representation. However, working supervisors may elect to pay membership dues.
- B. Working supervisors may not participate in a Union Representative role in matters of disciplinary action or grievance processing for employees they directly supervise. At the discretion of management, working supervisors may be called upon to participate in a managerial/supervisory role in matters of disciplinary action for employees they directly supervise. Also, working supervisors may be called upon to assist management or represent management in the adjustment of grievances.

Section 2.4 Confidential Positions

Confidential assignments are those which employees, in the course of their duties, have access to confidential information relating to the City's administration of employer-employee relations. Should the City determine to increase the number of confidential employees by removing them from the bargaining unit, the parties shall meet and confer at the Union's request.

Section 2.5 Confidential Work Assignments

The City may from time-to-time designate certain employees in this bargaining unit to conduct labor relations research related to classifications/employees represented either by this bargaining unit or other bargaining units, serve as confidential management

representatives in the meet and confer process with other bargaining units, and to conduct investigations on behalf of management into matters that may result in disciplinary actions for members of this bargaining unit. Should the City determine to make such a confidential labor relations work assignment to an employee working in one of the classifications listed in Appendix "A," the City shall provide written notification to the Union indicating the anticipated duration of the represented employee's confidential labor relations assignment. After the City provides the Union with such notification, the Union will continue to have a duty to provide the employee with individual representation and any payroll deduction of Union membership dues authorized by the employee may continue. However, during the period of the confidential labor relations assignment, the bargaining unit employee designated to perform a confidential labor relations assignment will be prohibited from discussion of confidential labor relations matters with the exception of confidential staff. An employee designated as having a confidential labor relations assignment may be subject to disciplinary action for any violation of confidentiality.

ARTICLE 3. Employee Rights

Employees shall have all rights granted to public employees under California law. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees also have the right to refuse to join or participate in the activities of the employee organization and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by the Union because of their exercise of their rights under this provision.

ARTICLE 4. Union Rights

Section 4.1 Stewards

The Union may designate stewards to investigate grievances, disciplinary appeals and other work-related appeals and to represent employees in the processing of grievances and appeals.

- A. Pre-grievance problem solving. It is expected that as an alternative to the formal grievance procedure, stewards will occasionally and routinely use reasonable paid release time to assist represented employees in resolving work related problems, adjusting complaints, conducting preliminary investigations, and meeting with involved parties. It shall be the responsibility of stewards to reach advanced mutual agreement with their supervisors prior to leaving their work areas any for any significant use of paid release time for such pre-grievance problem solving. Supervisors are encouraged to reasonably accommodate stewards' requests for paid release time for pre-grievance problem solving.
- B. Filed grievance. After notifying and receiving approval of their immediate supervisors, stewards shall be allowed reasonable time during working hours

(without loss of pay) to investigate, prepare and present filed grievances and appeals. The immediate supervisor will authorize the steward to leave work unless there is a reason to refuse such permission, in which case, the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternative time when the steward can reasonably expect to be released from the work assignment.

C. In-Person On-Boarding Meetings

The City agrees that each newly hired employee shall be invited to participate in an in-person on-boarding meeting with City Human Resources personnel, within the first fourteen (14) calendar days from their date of hire during regular working hours and onsite without loss in compensation. The City will provide at least 10 days advance notice of the on-board meeting by email to the Union President.

Each newly hired employee, as part of her or his in-person on-boarding meeting(s), will attend a sixty (60) minute session, conducted by the Union, at the conclusion of any on-boarding meeting without loss in compensation.

Union designee(s), including, but not limited to, Authorized Union representative(s), officers, stewards, and members, shall conduct the sessions covered under this agreement. However, release time shall be granted only to one City employee to conduct this meeting.

D. Release Time

The City shall grant a Union designee release time, including reasonable time for travel and set up, without loss in compensation to conduct the Union presentation at the on-board meeting.

E. Employee Information

The City shall provide the Union in malleable electronic format, with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the pay date for the first pay period of the month following hire, whichever is later and the public employer shall also provide the exclusive representative with a list of that information for all employees in the bargaining unit at least every 120 days unless more frequent or more detailed lists are required by an agreement with the exclusive representative. Further, the City shall no longer provide employees the employee information opt-out form.

F. Notice of Newly Hired Employee(s)

The City shall provide the Union an electronic list of newly hired employees expected to be participant(s) at least forty-eight (48) hours in advance of the on-boarding meeting.

G. Neutrality

The City representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

H. Facility and Resource Access

The Union shall have the right to access and use the City's facilities and audio-visual equipment to conduct its session with newly hired employees as described in this section.

Section 4.2 Bulletin Boards and Postings

A. The City will provide bulletin boards for the exclusive use of the Union for the following worksite locations:

- (1) **City Hall:** South side of building in hallway between unisex bathroom and electrical room.
- (2) **City Hall:** North side of building outside break room across from the City's regular bulletin board.
- (3) **Community Center:** Inside the Work Room
- (4) **Lifeguard:** Moonlight Beach tower or garage.
- (5) **Public Works:** Break room on east side of building on interior north wall.
- (6) **Wastewater Collection:** Trailer on south side interior wall.

B. The City will post all recruitment bulletins on the City's internet website.

Section 4.3 Access

Authorized Union representatives will be granted access to City locations where unit members work following notification to the City Manager or designee provided such access does not unduly interfere with the work.

Section 4.4 Use of Premises

The City/District shall provide meeting space for the Union upon request provided that adequate notice was given to the City.

Section 4.5 Time Off to Meet and Confer

No more than five (5) employees will be allowed reasonable time off without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. It may be determined by prior mutual agreement that there are specific meet and confer sessions which warrant scheduled participation by additional employee representatives with specialized expertise or unique interests in designated topics.

ARTICLE 5. Union Security

Section 5.1 Dues Deductions

Membership dues and such other fees as may be properly requested and lawfully permitted shall be deducted by the City from the salary of any employee who files with the City a written authorization requesting that such sums be deducted as the Union may from time to time certify to the City. Remittance of the aggregate amount of dues and other deductions made from the salaries of bargaining unit members shall be made to the Union by the City as promptly as practical.

Section 5.2 Indemnification

The Union shall indemnify and hold harmless the City in the event of civil claim or civil suit or criminal complaint or other action against the City in regard to payroll deductions for Union dues.

ARTICLE 6. No Strike

It is agreed that there will be no strikes, slowdowns, or other work stoppages during the term of this Memorandum of Understanding.

ARTICLE 7. Management Rights

Section 7.1 Management Rights

Management retains, exclusively, all its inherent rights, functions, and duties. The rights of management include, but are not limited to, the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the level, means, and kinds of services to be provided; establish its policies,

goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; contract out work, transfer work out of the unit; maintain the efficiency of City and subsidiary district operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; hire, classify, assign, evaluate, promote, lay off, terminate and discipline employees; and take action on any matter in the event of an emergency. Further, the City shall exercise complete control and discretion over its organization and the technology of performing its work.

Section 7.2 Work Rules

Work unit supervisors retain the right to make and enforce reasonable work rules.

Section 7.3 Provisions of Law

This document establishing terms and conditions of employment for employees in the bargaining unit represented by Service Employees International Union is subject to all current and future Federal, State and local laws and regulations. If any part or provision of this document is in conflict or inconsistent with such applicable provisions of Federal, State or local laws and regulations, such part or provision shall be suspended and superseded. Should changes to Federal, State or local laws and regulations require changes to the terms and conditions of employment covered by this document, the City and the Union will meet and confer on the effects of such changes.

ARTICLE 8. Salary

The salary range for each classification represented in the bargaining unit is listed in Appendix "A" of this Memorandum of Understanding.

Section 8.1 Merit step increases

The pay plan provides for several merit pay steps of approximately 5% within the pay range for each classification.

Each employee may advance from the pay step at the beginning of their salary range to the pay step at the top of the salary range for their classification on the basis of supervisory evaluations of job performance. Article 25 (Performance Evaluations) of this Memorandum of Understanding lists the performance evaluation schedule for new employees. Supervisors shall evaluate employee performance according to a procedure determined unilaterally by the City and published as a provision of the Personnel Rules or Administrative Manual

The employee shall be granted a pay step advancement (approximately 5%) with each successful EMPLOYEE JOB PERFORMANCE EVALUATION that certifies that the employee meets job performance standards and expectations. However, such pay step advancements shall not exceed the top of the pay range for the employee's classification.

Section 8.2 Multiple Range Classifications

The City may determine to make an advancement of an employee in the following multiple level classifications:

Accountant I / II / III
Code Enforcement Officer I / II / III
Code Enforcement Supervisor
Deputy Fire Marshall I / II
Engineer I / II
Engineering Specialist I / II / III
Facilities Supervisor
Finance Technician I / II / III
GIS Analyst I / II / III
GIS Technician I / II
Heavy Equipment Mechanic I / II / III
Information Technology Analyst I / II / III
Information Technology Technician I / II
Parks & Beach Supervisor I / II
Planner I / II / III / IV
Program Assistant I / II / III
Recreation Supervisor I / II
Stormwater Environmental Specialist I / II / III
Utility & Maintenance Specialist I / II
Utility & Maintenance Technician I / II / III / IV
Water Conservation Specialist I / II

- A. Advancement criteria. Department Directors shall be responsible for determining the criteria (within consistent City-wide standards) for employee advancement to higher level(s) in each of the multi-level classifications. Department Directors shall also be responsible for reviewing and updating such criteria on a timely basis. The criteria will be in writing and available for inspection by affected employees. A copy of the current advancement criteria for each multi-level classification will be on file with the Human Resources Department. In the absence of postings on a City-wide intranet, Human Resources representatives will provide an informational copy of the current advancement criteria and any subsequent changes for each multi-level classification to the Union's Encinitas Local Chapter President.

The advancement criteria on the intranet at the time of an employee's request for advancement shall be used to make the determination if advancement is recommended.

- B. Appeal of determination not to advance an employee. The Department Director's lack of action or determination not to advance an employee within a multi-level classification is specifically excluded from the grievance procedure.

Step 1: Employee's Verbal Inquiry.

The employee initiates the appeal process by inquiring of the immediate supervisor about whether the employee should be advanced to a higher level in the employee's multi-level classification. The employee should explain to the supervisor the employee's reason for thinking that it would be appropriate to advance the employee to the higher level in the multi-level classification.

In the absence of advancement criteria established by the department for the employee's multi-level classification, the department shall establish written criteria (consistent with City-wide standards) for the classification within 45 calendar days of the employee's initial verbal inquiry.

In the event the department determines that modification of the established criteria for the employee's multi-level classification is necessary before addressing the employee's inquiry, the department shall complete the modification (consistent with City-wide standards) of such criteria within 30 calendar days of the employee's initial verbal inquiry.

Step 2: Written Appeal

If the employee's concerns about eligibility for advancement are not resolved after the employee's verbal inquiry of the supervisor, the employee may file a written appeal with the Department Director stating the basis for the employee's belief that the employee should be advanced to the higher level within the multi-level classification. The employee may make such a formal appeal no more than once in any 12-month period. The employee may be represented by the Union in the processing of this appeal.

Within 15 calendar days of the receipt of the written appeal, the Department Director will arrange to schedule an appeal meeting with the employee and, if represented, the employee's Union representative. At the appeal meeting with the Department Director, the employee and Union representative may explain the basis of the appeal to the Department Director.

The Department Director may determine to initiate the advancement of the employee to a higher level within the multi-level classification as the result of the information provided at the appeal meeting. If the Department Director determines not to advance the employee to a higher level within the multi-level classification, the Department Director will provide a written explanation to the employee. Such a written explanation should be provided

by the Department Director within 15 calendar days after the appeal meeting with the employee.

- C. Date of advancement. The employee's Department Director shall be responsible (consistent with City-wide standards) for determining when the employee meets the criteria for advancement to a higher level within the multi-level classification. The Department Director may determine to advance an employee to a higher level within the employee's classification at any time the employee meets the criteria for the higher level. Typically, multi-level advancements will be made on the first day of a new pay period. Typically, retroactive pay adjustments are not made for multi-level pay advancements.
- D. Pay upon advancement. The employee will be placed at a pay step within the pay range for the higher level within the classification which increases the employee's pay rate prior to advancement. The employee's performance evaluation date does not change upon advancement to the higher level within the classification.
- E. Employment status. The employee's personnel system status does not change when advanced to a higher level within the multi-level classification. The employee is not required to serve a new probationary period upon advancement within the multi-level classification.

Section 8.3 Adjustments to Appendix A – List of Monthly Salary Ranges

The following increases shall be included in the monthly pay ranges for bargaining unit classifications listed as Appendix "A" to this Memorandum of Understanding:

July 1, 2023	6%
July 1, 2024	5%
July 1, 2025	3%
July 1, 2026	2%

Note: Calculations of percentages for across-the-board salary increases are based on the annual pay rate for each classification. The calculation of monthly pay rates (for Appendix "A") or hourly pay rates will sometimes produce dollar amounts that are approximate.

ARTICLE 9. Overtime and Compensatory Time

Section 9.1 Overtime

Employees in this bargaining unit shall be compensated under the provisions of the Fair Labor Standards Act for authorized or ordered work performed over forty (40) hours in a workweek. Overtime compensation shall be paid at the rate of time and one-half (1.5 times) the regular rate for all hours worked over forty (40) in a workweek.

- A. Overtime worked between midnight (12:00) a.m. and six (6:00) a.m. Employees authorized or ordered to work between midnight (12:00) a.m. and six (6:00) a.m. shall be compensated at double times their regular hourly rate during 12:00 a.m. and 6:00 a.m., provided these hours exceed forty (40) hours in the employee's work week.
- B. Flexing schedule in lieu of overtime. Employees in this bargaining unit shall be able to select, with prior agreement of their immediate supervisor, to flex their work schedule within the same work week to reduce their hours to avoid exceeding forty (40) hours in the work week. Example: If an employee is required to extend their work day by four hours on Tuesday, that employee may request to shorten their work day on Thursday of the same work week by four hours to avoid exceeding forty (40) hours in the work week.

Section 9.2 Compensatory Time

As each overtime assignment is determined by the supervisor, the employee shall decide whether the employee's compensation for overtime work will be as overtime pay or compensatory time.

- A. Compensatory time earned and taken after the end of the work week shall be at the rate of time and one-half for every hour worked. The conversion of standby pay to compensatory time shall be on an hour-for-hour basis.
- B. Employees shall be able to accumulate no more than 60 hours of compensatory time. If an employee's compensatory time is used and reduced below 60 hours, additional compensatory time earned may be re-accumulated up to the 60 hours maximum.
- C. These compensatory time provisions shall also apply to premium time or overtime earned as the result of "call back" work as described by Article 10 of this Memorandum of Understanding.

Section 9.3 Conversion of Compensatory Time to Cash

- A. Separation of employment. Upon separation from employment with the City, an employee shall be entitled to cash out any compensatory time balance remaining. Payment of compensatory time balances upon separation from employment shall be subject to application to debts the employee may owe to the City (e.g., computer purchase loan).
- B. Annual cash payment. Up to four (4) times each calendar year, during the first pay period of any quarter, an employee may request cash payment at the employee's hourly base rate of pay for accrued compensatory time. The total

amount of accrued compensatory time that an employee may cash out in this manner shall not exceed forty (40) hours in any calendar year.

C. Annual irrevocable election. To comply with IRS regulations, the annual cash payment contains two key limitations on the option to cash out compensatory time. Beginning in December 2019 and each December thereafter:

- (1) Any employee wishing to cash out leave must make an irrevocable election to cash out compensatory time in December of the prior calendar year in which the leave is cashed out.
- (2) Only leave accrued during the year in which leave is cashed out is available to convert to cash.

All remaining elected leave shall be automatically cashed out during the last pay period of each calendar year. The City will provide a form to make the election.

For example, employees who want to cash out compensatory time and/or vacation time they may earn in 2020 shall provide Payroll an irrevocable election no later than December 31, 2019.

Section 9.4 Meal Allowance

The City shall pay a meal allowance or provide a meal for employees whenever more than four (4) consecutive hours of unplanned overtime are worked.

Section 9.5 Time Paid but not Worked

Holiday time, Floating Holidays, Vacation, and Compensatory Time Off not worked shall be used for overtime computation. Short Term Disability Income Protection Plan, Paid Leave for Family Member Illness, and Bereavement Leave which is not worked shall not be used for overtime computation.

ARTICLE 10. Call Back Pay

Whenever an employee is called back after leaving work, the compensation specified by this Article shall be paid. The City's standardized procedures for call back pay shall make the following minimum provisions for bargaining unit employees:

Section 10.1 Rate of Pay for Call Back

The employee called back to work following the completion of their work shift and departure from their place of employment, shall be granted a minimum of two (2) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The called back employee's workday shall not be adjusted to

avoid the payment of this minimum unless requested by the employee and approved by the supervisor.

Section 10.2 Double Time after Midnight

Whenever the employee is called back to work the employee will be paid at a rate of two times the employee's regular rate of pay for all hours worked between 2400 hours (12:00 a.m./midnight) and 0600 hours (6:00 a.m.).

Section 10.3 Double Time for Holidays and Sundays

Whenever the employee is called back to work during a City paid holiday or Sunday, the employee shall be paid at the rate of two times the employee's regular rate of pay for the work performed on Sunday or during the holiday. The two-hour guarantee applies to call back assignments on holidays and Sundays. Therefore, an employee called back to work on a holiday or Sunday is guaranteed four hours pay for the first two hours of the Sunday or holiday call back assignment. Call back work on a holiday does not affect the full-time employee's regular credit for eight (8) or nine (9) hours of holiday pay.

Section 10.4 Paid Travel Time

Employees called out on emergencies are compensated from the time they leave their homes until the time they return to their homes or until their normal shifts begin. Paid travel time shall be limited to actual travel time or thirty (30) minutes each direction, whichever is less.

Section 10.5 Continuation of the Workday

- A. Call back premium pay and the two-hour guarantee shall not be paid for routine work done as a continuation of the workday, or for planned work scheduled in advance with the employee, to start a shift early, or for holiday work scheduled in advance with the employee. Reference Article 27.5 of this document for notice standards regarding continuation of the workday.
- B. In the event of an emergency requiring continuation of the workday, the additional hours worked in continuation of the workday to resolve the emergency shall be compensated in the same manner as call back. However, there shall be no call back guarantee for a minimum of two hours pay for emergency continuation of the workday. The supervisor shall determine whether the continuation of the workday is routine or emergency.

ARTICLE 11. Standby

The City's standardized procedures for standby pay shall make the following minimum provisions for bargaining unit employees:

Section 11.1 Standby Pay

Whenever an employee is designated for standby duty (required to maintain a state of readiness and availability to immediately report to work), that employee shall be compensated for serving standby status at the rate of two (2) hours pay at the regular rate for each day (24-hour period) of standby duty.

At the time the employee's timecard is processed for payroll, the employee may elect to convert standby pay on an hour-for-hour basis into compensatory time. The conversion of standby pay into compensatory time does not increase limits on the employee's maximum compensatory time balances.

Standby Pay during December holiday closure. Employees on standby during the holiday closure shall receive no less than their normal work shift hours and three (3) hours of standby pay for the workdays not covered by city paid holidays.

Section 11.2 Standby Required

All field personnel are required to be available to serve in standby status and to work emergency duty when the office is closed. An employee may be excused from an individual assignment of standby duty if that employee finds another employee to accept standby duty as a substitute. The assignment of a substitute employee to standby duty is subject to prior approval by the work unit supervisor. The substitute standby employee must have skills and training acceptable to the work unit supervisor before a substitute employee for standby duty may be approved.

Section 11.3 Response Time

The City may limit eligibility for designation to standby status to employees within a designated response time from the job site or within a predetermined driving distance to the job site. In the absence of a specific maximum response time or driving distance designation by the work unit supervisor, all field personnel subject to emergency duty and standby assignments shall respond within thirty (30) minutes, at off peak hours, of the City job site. Work unit supervisors shall give affected employees at least two pay periods advance written notice if a response time different than thirty (30) minutes driving time is to be designated.

ARTICLE 12. Bilingual Pay

The City shall provide procedures to compensate employees designated by the City to regularly perform duties which require the skilled use of a language other than English. The City's procedure for bilingual pay and the designation of positions with a business requirement for the use of bilingual skills shall be published with other personnel system policies as a provision of the Personnel Rules or Administrative Manual.

Section 12.1 Compensation

The City shall compensate up to ten (10) employees assigned to full-time positions determined by the appropriate Department Directors as requiring the skilled use of a language other than English at the rate equivalent to one hundred dollars (\$100) per bi-weekly pay period, and equivalent to \$2,600 per year. Bilingual pay for part-time employees shall be prorated. The City has the discretion to include additional employees based on operational needs.

Section 12.2 Methodology

The City will determine and administer the methodology necessary to ascertain whether an employee has the necessary linguistic skills to perform the bilingual duties of a position.

Section 12.3 Transfers or Promotions

The employee will not be eligible to receive bilingual pay when transferred or promoted to a position which has not been designated as requiring the skilled use of a language other than English.

Section 12.4 Designation at Time of Recruitment

Bilingual designation of a position may be given consideration in the recruitment for that position.

ARTICLE 13. Certification Pay

Notary Certification Pay

Certain employees are required by the City to have and maintain a notary certification as a condition of employment. Only up to five (5) employees required by the City to have and maintain a notary certification are eligible to receive recertification compensation.

Section 13.1 Compensation

The City shall compensate up to five employees \$500 annually, who are assigned to full-time positions and who are determined by the appropriate Department Director as requiring the notary certificate, for their annual notary recertification.

Section 13.2 Transfers or Promotions

The employee will not be eligible to receive annual recertification pay when transferred or promoted to a position which has not been designated as requiring the notary certification.

Section 13.3 Designation at Time of Recruitment

Notary certification may be given consideration in the recruitment for that position.

Class "A" Driver's License Certification Pay

Section 13.4 Required to Have Class "A" Driver's License

Certain employees are required by the City to have and maintain a commercial class "A" driver's license with applicable endorsements as a condition of employment. Only employees required by the City to have and maintain a class "A" commercial driver's license are eligible to participate in this recertification pay benefit.

Section 13.5 Recertification Payment

Employees required to maintain a class "A" commercial driver's license as job related must recertify their medical eligibility from time-to-time. The City shall provide a \$1,000 recertification payment to each employee submitting appropriate Department of Motor Vehicles documentation of their bi-annual medical certification renewal for their class "A" commercial driver's license.

Section 13.6 Two-Year Cycle for Recertification Payments

An employee required to maintain a class "A" commercial driver's license will be eligible for this certification pay no more frequently than once every 24 months upon recertification of their medical eligibility. On a case-by-case basis, the Human Resources Director will develop a schedule that provides eligibility for recertification payments no more frequently than every 24 months to any employee required to have and maintain a commercial driver's class "A" license with medical recertification requirements that are more frequent than the routine bi-annual schedule.

Section 13.7 Emergency Medical Technician Certification Pay

Effective July 1, 2023, permanent full-time lifeguards who are required to have and maintain an EMT certification are eligible to receive one hundred dollar (\$100) per month additional duty pay.

ARTICLE 14. Temporary Upgrading of Employees

When an employee is temporarily required by the supervisor to assume an "acting" position which is outside the employee's classification specification, the City shall provide compensation to the employee according to the following method:

Section 14.1 Acting Pay Step Determined

As "acting", the employee shall assume the acting title and at least the associated step 1 salary for the first six months of the acting period. The "acting" employee shall be paid a pay rate established for one of the pay steps in the salary range for the assigned classification. At the City Manager's discretion, the employee shall be temporarily placed in a pay step for the assigned classification which provides at least the step 1 salary of the position being filled or a pay step in the assigned classification which provides at least a five percent (5%) increase in the employee's salary if the employee's salary is currently above the step 1 salary of the assigned classification. In no event shall the employee's increased salary exceed the top step of the assigned position's pay range.

Section 14.2 Eligibility for Acting Pay

The employee shall receive acting pay in all cases when the employee is assigned to the acting position, provided that the acting position is expected to be vacant for two (2) weeks or more. After the Human Resources Director has concurred, the supervisor shall be responsible for notifying payroll officials of the employee's assignment to the acting position and of the associated salary increase.

Section 14.3 Performance Evaluation Schedule

Performance evaluations and pay step advancements while serving an acting appointment/temporary upgrade are provided according to the schedules described below:

- A. Not at the top step. If the employee is not at the top pay step of their original/home classification, then there is no change to the employee's schedule for performance evaluations and eligibility for merit step advancements. The employee will keep their current/original evaluation date.
- B. Already at the top step. If the employee is already at the top pay step of their original/current classification (but not at the top step of the "acting" classification), then after six months in the "acting" appointment the employee shall be scheduled for a performance evaluation and eligible for a merit step pay increase.

Note: This Article is cross referenced with Article 25 (E) (Performance Evaluations) of this Memorandum of Understanding which describes the same provisions regarding the schedules for performance evaluations and pay step advancements while serving temporary upgrade/acting appointments.

Section 14.4 Duration of Acting Assignment

The needs of the City shall prevail in determining the length of time which the employee will be required to assume the acting position.

ARTICLE 15. Retirement

The City shall provide bargaining unit employees with the benefits of participation in the California Public Employees' Retirement System (PERS). Further, the City shall provide employees the opportunity to participate in a voluntary deferred compensation plan. The provisions of the voluntary deferred compensation plan are specified in the plan documents and in literature provided by the vendors. The provisions of the employee's retirement benefits through PERS are specified in the terms of the City's contract documents with the retirement system.

The general provisions of the retirement benefits provided to bargaining unit employees by the City are as follows:

Section 15.1 Deferred Compensation

An employee may arrange to have payroll deductions made to voluntarily participate in the deferred compensation plan offered by the City. The City is expected to make deferred compensation plan document modifications when required by providers/vendors and modify any of the provisions for administration of deferred compensation plans required for compliance with applicable legislation.

Section 15.2 PERS (Miscellaneous Employees)

A. TIER ONE: Miscellaneous employees in the bargaining unit hired on or before October 12, 2012, are enrolled in the Tier One PERS retirement plan benefit formula of:

- 2.7% for each year of service at age 55.
- Single highest year. Final compensation to be calculated on the basis of any consecutive one-year period of employment for the employee.
- 1959 Level III Survivor benefits.

Note: Tier one employees filing for retirement should be aware of Section 20042 of the California Public Employees' Retirement Law. For Tier One employees' "final compensation" means the consecutive twelve-month period with highest average compensation. CalPERS typically assumes that the final twelve months of employment are the period of highest

compensation, but the retiree is permitted to point out an alternative consecutive twelve-month period as the highest earning period.

- B. TIER TWO: Miscellaneous employees in the bargaining unit hired on or after October 13, 2012, shall be enrolled in the Tier Two PERS retirement plan benefit formula:
- 2.0% for each year of service at age 60.
 - Final compensation to be calculated on the basis of the employee's compensation for any consecutive thirty-six (36) months of employment.
 - 1959 Level III Survivor benefits.
- C. TIER THREE: Miscellaneous employees in the bargaining unit hired on or after January 1, 2013, who do not qualify for TIER ONE or TWO as determined by PERS will be enrolled in Tier Three PERS retirement plan benefit formula as defined by California Public Employees' Pension Reform Act of 2013 (PEPRA – AB 340):
- 2.0% for each year of service at age 62.
 - Final compensation to be calculated on the basis of the employee's pensionable compensation for any thirty-six (36) months of employment.
 - 1959 Level III Survivor benefits.

Section 15.3 PERS (Safety Employees)

A few employees in the bargaining unit have occupations which require enrollment in the PERS safety members' retirement plans.

Fire Prevention. Current employees in the classifications of Senior Deputy Fire Marshal and Deputy Fire Marshal are enrolled in the PERS Miscellaneous contract. Should new employees be hired to perform the duties of Senior Deputy Fire Marshal and/or Deputy Fire Marshal, the City may elect to enroll the new employee(s) in either the PERS safety contract including firefighters or the PERS Miscellaneous contract.

Marine Safety. The current regular status employees in classifications of Marine Safety Sergeant and Marine Safety Lieutenant are enrolled in the Tier One PERS safety contract for ocean lifeguards.

- A. TIER ONE: Ocean lifeguard safety employees in the bargaining unit hired on or before October 12, 2012, are enrolled in the Tier One PERS safety retirement plan benefit formula of 3% at age 55 with final compensation to be calculated on the basis of the employee's compensation for the single highest year of employment.

- B. TIER TWO: Ocean lifeguard safety employees in the bargaining unit hired on or after October 13, 2012, shall be enrolled in the Tier Two PERS safety retirement plan benefit formula of 3% at age 55 with final compensation to be calculated on the basis of the employee's compensation for any consecutive thirty-six (36) months of employment.
- C. TIER THREE: Ocean lifeguard safety employees in the bargaining unit hired on or after January 1, 2013, who do not qualify for TIER ONE or TWO, as determined by PERS, will be enrolled in Tier Three PERS retirement plan benefit formula as defined by California Public Employees' Pension Reform Act of 2013 (PEPRA – AB 340). The Tier Three PERS Safety retirement plan benefit formula of 2.7% at age 57 pursuant to Government Code Section 7522.25 with final compensation to be calculated on the basis of the employee's compensation for any consecutive thirty-six (36) months of employment.

Section 15.4 PERS Contributions (Miscellaneous Employees)

- A. TIER ONE: Employees shall pay their full 8% (eight percent) member contribution.
- B. TIER TWO: Employees shall pay the full 7.0% (seven percent) member contribution.
- C. TIER THREE: Employees shall contribute the rate determined by PERS based on PEPRA.

Section 15.5 PERS Contributions (Safety Employees)

- A. TIER ONE: Employees shall pay their full 9% (nine percent) member contribution.
- B. TIER TWO: Employees shall pay the full 9.0% (nine percent) member contribution.
- C. TIER THREE: Employees shall contribute the rate determined by PERS based on PEPRA.

Section 15.6 Supplemental Retirement Pay

(Retiree medical insurance for former employees of the Encinitas Fire Protection District.)

- A. Former Encinitas Fire Protection District employees only. This retirement benefit provision of Article 15 applies only to the SEIU represented bargaining unit employees (whether in the PERS safety contract or PERS miscellaneous contract) of the former Encinitas Fire Protection District who were employed by the Fire District on June 30, 1995. However, this provision of Article 15 also applies to retired SEIU represented bargaining unit employees of the Encinitas Fire Protection District. This subsection of Article 15 specifically provides former employees of the Encinitas Fire Protection District with direct payment by the employer of retirement benefits that are different than those provided other

employees of the bargaining unit by virtue of their prior service as employees of the Fire District.

B. Qualifying dates of employment. Retired miscellaneous employees of the Encinitas Fire Protection District and SEIU represented bargaining unit employees (whether in the PERS safety contract or PERS miscellaneous contract) of the former Encinitas Fire Protection District who were employed by the Fire District on June 30, 1995 will, upon retirement, receive the same employer payment of supplemental amounts which may be applied to retiree medical insurance as provided to firefighters as of December 31, 1996 employed/retired by the City of Encinitas. Where employer direct payment of supplemental amounts which may be applied to retiree medical insurance benefits for retired firefighters is determined by the particular dates of employment for firefighters, those same dates of employment criteria shall apply to SEIU represented bargaining unit employees of the former Encinitas Fire Protection District.

(1) Benefits of currently retired former employees. Each SEIU bargaining unit represented retired miscellaneous employee of the former Encinitas Fire Protection District, who retired from active service before March 15, 1995, shall be entitled to Minimum Employer Contribution (MEC) each month for health insurance under the PERS health program. Senate Bill 1464, Chapter 896, Chapter Date 09-26-2002 determines the Minimum Employer Contribution (MEC) for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA). In addition, such retirees shall also receive separate supplemental retirement pay, in at least quarterly payments, directly from the City of Encinitas which may be used as reimbursement for their payment of health insurance premiums through PERS health program in an amount not to exceed the amount being paid in their behalf as of March 15, 1995, or the amount provided as of January 2006 by Appendix "R" (EMPLOYER'S SUPPLEMENTAL RETIREMENT CONTRIBUTIONS) of the firefighters' Memorandum of Understanding, whichever is greater.

(2) Future retirement benefits of current employees. Each SEIU bargaining unit represented former employee of the former Encinitas Fire Protection District who is employed on March 15, 1995, and retires thereafter from active service shall upon retirement be entitled to payment of Minimum Employer Contribution (MEC) each month for health insurance through the health insurance program. Senate Bill 1464, Chapter 896, Chapter Date 09-26-2002 determines the Minimum Employer Contribution (MEC) for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA). In addition, such employees, upon retirement shall receive a separate supplemental retirement pay, in at least quarterly payments, directly from the City of Encinitas which may be used as reimbursement for their payment of health insurance premiums through PERS health program in an amount equal to that provided as of January

2012 by Appendix "R" (EMPLOYER'S SUPPLEMENTAL RETIREMENT CONTRIBUTIONS) of the firefighters' Memorandum of Understanding.

- C. Reopener if firefighter benefits reduced. During the term of this Memorandum of Understanding, should the provisions for employer direct payment of amounts which may be applied to retiree medical insurance benefits for retired firefighters be reduced, the City may reopen the meet and confer process with the Union for the sole purpose of determining whether those same changes will apply to SEIU represented bargaining unit employees (or retirees) of the former Encinitas Fire Protection District.
- D. Reopener if firefighter benefits increased. During the term of this Memorandum of Understanding, should the provisions for employer direct payment of amounts which may be applied to retiree medical insurance benefits for retired firefighters be increased, the Union may reopen the meet and confer process with the City for the sole purpose of determining whether those same changes will apply to SEIU represented bargaining unit employees (or retirees) of the former Encinitas Fire Protection District.

ARTICLE 16. Insurance

Section 16.1 Employer's Cafeteria / Flexible Benefit Plan Contribution

Effective January 1, 2024, the City provides to the SEIU Bargaining Unit represented employees for a "*one-time irrevocable election*" between Option 1 and Option 2 Employers Cafeteria/Flexible Benefits Plan Contribution. Option 1 allows the employee to remain in IPP/Flexible Benefit Plan and Option #2 allows the employee to convert to a traditional Sick Leave/Cafeteria Benefits/Health Medical Insurance Plan which includes a commercially insured Short Term Disability Policy.

During the "2023 open enrollment period" from September 18, 2023, through October 13, 2023, SEIU Bargaining Unit employees, must notify Human Resources in writing of their selection of Option 1 or Option 2, to be effective January 2024. Any employee who fails to notify Human Resources in writing (during the "2023 open enrollment period" of their selection of Option 1 or Option 2 will be deemed to be converted to Option 2 (Traditional Sick Leave/Medical Tiered Benefits Plan) effective January 1, 2024.

Beginning October 16, 2023, any new hires in the SEIU Bargaining Unit will be automatically enrolled into the Option 2 Sick Leave/Cafeteria Benefits Plan effective January 2024.

OPTION 1

Includes the existing Income Protection Plan (IPP) which is Appendix C and the following flexible benefit plan contributions.

The City currently provides a “Flexible Benefit Plan” with a cash value credit of \$14,800.

- A. Effective July 1, 2023: The City of Encinitas shall provide a “Flexible Benefit Plan” with a cash value credit for the purchase of qualified benefits in the annual amount of \$15,800. This plan shall be available to bargaining unit employees in 12 pay periods in the amount of approximately \$658.33 twice monthly.

Note: City of Encinitas employer contribution to “Flexible Benefit Plan” cash value credits for the purchase of qualified benefits incorporates the minimum health premium contribution anticipated by the Public Employees and Hospital Care Act (PEMCHA).

- B. January 2024: Beginning the first pay period in 2024 – The City of Encinitas will provide a “Flexible Benefit Plan” with a cash value credit for the purchase of qualified benefits in the amount of \$15,800 for calendar year 2024. This plan shall be available to bargaining unit employees in 24 pay periods in the amount of approximately \$658.33 twice monthly.
- C. January 2025: Beginning the first pay period in 2025 – The City of Encinitas will provide a “Flexible Benefit Plan” with a cash value credit for the purchase of qualified benefits in the amount of \$16,200 for calendar year 2025. This plan shall be available to bargaining unit employees in 24 pay periods in the amount of approximately \$675 twice monthly.
- D. January 2026: Beginning the first pay period in 2026 – The City of Encinitas will provide a “Flexible Benefit Plan” with a cash value credit for the purchase of qualified benefits in the amount of \$16,500 for calendar year 2026. This plan shall be available to bargaining unit employees in 24 pay periods in the amount of approximately \$687.50 twice monthly.
- E. January 2027: Beginning the first pay period in 2027 – The City of Encinitas will provide a “Flexible Benefit Plan” with a cash value credit for the purchase of qualified benefits in the amount of \$16,700 for calendar year 2027. This plan shall be available to bargaining unit employees in 24 pay periods in the amount of approximately \$695.83 twice monthly.

At such time as regulations are issued implementing the Affordable Care Act (ACA), the City and Union will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans

covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City of Encinitas and Service Employees International Union – Local 221 will reopen the contract to meet and confer and determine how such mandated changes will be implemented. Meet and confer must be resolved prior to the employer being responsible for any additional costs due to ACA.

OPTION 2

Effective January 1, 2024, for SEIU employees who choose Option 2 or employees hired or rehired on or after October 16, 2023, no longer receive the Income Protection Plan (IPP) benefits in Appendix C. Option 2 employees will receive a tiered medical coverage plan, traditional sick leave benefits (Article 19) and commercially insured short-term disability coverage (Article 16.8).

Note: City of Encinitas employer contribution to “Flexible Benefit Plan” cash value credits for the purchase of qualified benefits incorporates the minimum health premium contribution anticipated by the Public Employees and Hospital Care Act (PEMCHA).

Medical Benefits/Flexible Benefits Plan

Effective January 2024 (and each January thereafter) the City’s “Flexible Benefit Plan” will make available for each active SEIU Bargaining Unit employee a monthly amount equal to the high median of the monthly premiums of all PERS health plans available in San Diego County as listed below:

ENROLLEMENT (Layers)	AMOUNT EQUAL TO
Employee only	San Diego high median employee only but “no less than” \$1,317 per month
Employee + one	San Diego high median employee + one
Employee two or more dependents	San Diego high median employee + two or more

Each January, the monthly premiums of all PERS health plans in SD County may adjust. The “No less than” may increase equal to the percentage increase of the monthly premium of the Employee Only PERS Health Plan in SD County.

In the event that as the regulations of the Affordable Care Act (ACA) require any modifications to the City’s “Flexible Benefit Plan”, the City and Union will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City of Encinitas and Service Employees International Union – Local 221 will reopen the contract

to meet and confer and determine how such mandated changes will be implemented. Meet and confer must be resolved prior to the employer being responsible for any additional costs due to ACA.

Section 16.2 Part-Time Employees (included in Options 1 and 2)

Regular status employees in the bargaining unit working less than full time schedules shall be provided prorated amounts of cash value for their "Flexible Benefit Plans".

Section 16.3 Medical Insurance

The City shall provide each full-time employee in the bargaining unit with a choice from among several designated medical insurance providers. As a general rule, the employee must select a medical insurance plan and pay towards that plan out of the value of the "Flexible Benefit Plan". However, if the employee has group medical insurance from another reliable source that is acceptable to the City of Encinitas Human Resources Department, the employee may elect to decline medical insurance from a City provider and apply the value of the City's "Flexible Benefit Plan" contribution to another purpose. The City may make unilateral changes to the availability of medical insurance providers and the cost of providers during the term of this Memorandum of Understanding without the requirement of meeting and conferring with the Union over such matters.

Section 16.4 Other Insurance

The City may provide bargaining unit employees with the option to select from among designated dental insurance and vision insurance providers and to pay towards those insurance coverages out of the value of the "Flexible Benefit Plan". The City may make unilateral changes to the availability of dental, vision, and life insurance providers and the cost of such providers during the term of this Memorandum of Understanding without the requirement of meeting and conferring with the Union over such matters. The City shall maintain during the term of this Memorandum of Understanding the same face value amount (percentage of annual pay) of employer paid life insurance for employees represented by this bargaining unit.

Section 16.5 Gym Membership

The City agrees to participate in a corporate gym membership in which the City makes a one-time sponsorship payment of \$2,500 to a gym in exchange for reduced membership rates, at the employees' cost, for employees who choose to join.

Section 16.6 Cash Out

The bargaining unit employee may apply any cash value remaining in the "Flexible Benefit Plan" beyond the cost to purchase medical insurance, to fund a dependent care reimbursement account, a health expenses flexible spending account, or as added (taxable) compensation. However, the maximum amount of Cafeteria Plan/Flexible

Benefit Plan compensation that an employee may receive as additional taxable compensation (cash out).

OPTION 1 the amount is capped as follows:

July 1, 2023 – December 31, 2023	\$3,950
January 1, 2024 – December 31, 2024	\$7,900
January 1, 2025 – December 31, 2025	\$8,100
January 1, 2026 – December 31, 2026	\$8,232
January 1, 2027 – December 31, 2027	\$8,352

OPTION 2 the amount is capped as follows:

The bargaining unit employee may apply any cash value remaining in the “Flexible Benefit Plan” beyond the cost to purchase medical, vision and dental insurance, to fund a dependent care reimbursement account, a medical expenses flexible spending account, or as added (taxable) compensation. However, the maximum amount of Cafeteria Plan/Flexible Benefit Plan compensation that an employee may receive as additional taxable compensation (opt out/cash out) is the “no less than” amount of (\$7,900) which may increase annually equal to the percentage of the premium increase of the high median employee only category. In the event of a premium percentage decrease, the “no less than” amount will remain at (\$7,900) annually.

The maximum cash out for part-time employees is prorated.

Section 16.7 Short Term Disability Income Protection Plan (IPP)

The Short-Term Disability income protection plan typically affords each employee up to ninety (90) days of income continuity in the event of illness or injury. The City currently elects to administer the Short-Term Disability income protection plan as a form of self-insurance.

- A. Beginning employment after July 1, 2003: 4 IPP units of benefit. For each regular employee beginning employment after July 1, 2003 with more than twelve months service, the Short-Term Disability income protection plan shall provide income continuity for several incidents (up to 4 units of benefit) depending upon each regular employee’s term of service and prior incidences of utilization. However, during the new employee’s first six months of employment, the use of IPP units of benefit shall provide income protection at the rate of 67% of the employee’s pay rate.
- B. Beginning employment before June 30, 2003: 5 IPP units of benefit. For each regular employee with more than twelve months service, the Short-Term Disability income protection plan shall provide income continuity for several incidents (up to 5 units of benefit) depending upon each regular employee’s term of service and prior incidences of utilization.

- C. The City's Short-Term Disability income protection plan integrates with such other benefits as Long Term Disability insurance (with a ninety-day qualifying period), Workers' Compensation, and Family and Medical Leave Act eligibility periods. For an employee's personal illness or injury, an employee may be eligible to take leave under the provisions of Family and Medical Leave Act and be paid Short Term Disability income protection plan benefits for up to ninety (90) days.
- D. It is understood that the City may concurrently apply absences for short term disability income protection plan and absences under the provisions of the Family Medical Leave Act.
- E. IPP Upon Separation From Employment
Unused IPP is not cashed out or converted upon termination, resignation, retirement or other separation from employment.

Section 16.8 Commercial Insured Short Term Disability Policy

City will purchase a commercial insured short-term disability policy for employees under Option 2, with a 7-day waiting /elimination period, and a 70% pay for base wages (max weekly of \$3,500) up to 12 weeks then transition to existing LTD (Long Term Disability).

ARTICLE 17. Vacation

Section 17.1 Method

Full time regular employees shall accrue paid vacation time as follows:

Years of Service	Hours of Paid Vacation	Biweekly Accrual Rate	Maximum Accumulation
Hire – 5 years	104 hours	4.00 hours	600 hours
6 -10 years	128 hours	4.92 hours	600 hours
11 – 15 years	152 hours	5.85 hours	600 hours
16 + years	184 hours	7.08 hours	600 hours

Section 17.2 Scheduling

The supervisor shall determine the vacation schedule for each employee based upon the needs of the City and the employee's desires. The needs of the City shall prevail when there is no agreement on vacation scheduling. The supervisor may determine procedures for scheduling employee vacations. The supervisor may elect to give consideration to employee seniority when determining employee vacation schedules. Employees shall be given adequate opportunity during the year to request and use accrued vacation. Vacation time shall be granted at a time when it is not detrimental to

the on-going operations of the City. The employee must have advanced approval before being absent on paid vacation status.

Employees will electronically submit vacations to their immediate supervisor, or their designee via email, Outlook calendar invite or Employee Self Service. Supervisors or their designee, shall approve or deny vacation requests electronically via email, Outlook calendar invite or Employee Self Service. within ten (10) calendar days.

Section 17.3 Maximum Accrual

An employee may not earn additional paid vacation leave after six hundred (600) accumulated and unused hours. However, the City Manager may grant an employee the ability to accrue vacation leave above the specified limit for vacation planned near the time an employee reaches the maximum accrual, or a planned extended vacation, or if the employee's supervisor has denied a vacation request because the workload of the employee has precluded use of accrued vacation. The City Manager is not required to provide an explanation for denial of a request to accrue vacation time in excess of the maximum accrual.

Section 17.4 Holidays During Vacation

City paid holidays which occur during an employee's vacation leave are not deducted from the employee's vacation leave accrual balance.

Section 17.5 Holidays Worked

When an employee is required to work on a City Holiday, the employee is compensated for the time worked as provided by Article 18 (Holidays) of this Memorandum of Understanding and the full-time employee is credited with eight (8) or nine (9) hours added to the employee's vacation accrual balance. Credit for time worked on a City Holiday shall not increase the employee's maximum vacation accrual allowance. Consequently, an employee who works on a City Holiday and who is already at the maximum vacation accrual balance will be denied the additional eight (8) or nine (9) hours of paid time off that they would have otherwise been credited.

Section 17.6 Holiday on Regular Day Off

Employees assigned alternative work schedules may sometimes have holidays fall on their regular days off. If a holiday falls on a full-time employee's regularly scheduled day off, eight (8) or nine (9) hours of holiday time will be credited to the employee's vacation balance. Credit for City Holiday time on an employee's regularly scheduled day off shall not increase the employee's maximum vacation accrual allowance. Consequently, a full-time employee who has a regularly scheduled day off on a City Holiday and who is already at the maximum vacation accrual balance will be denied the additional eight (8) or nine (9) hours of paid time off that they would have otherwise been credited.

Section 17.7 Biweekly Accrual

Vacation time is earned on a biweekly pay period by pay period basis. An employee must be in paid status to earn vacation accrual. Employees on an unpaid leave status for a period of more than five (5) working days, on long term disability not paid as payroll earnings or beginning/ending City employment during a period of less than a full pay period do not earn vacation accrual for that biweekly pay period.

Section 17.8 Part-Time Employees

Regular employees working part-time schedules accrue vacation on a prorated basis.

Section 17.9 Conversion of Vacation Time to Cash

- A. Separation of employment. Upon separation from employment with the City, an employee shall be entitled to cash out any vacation time balance remaining.
- B. Emergency cash-out. An employee may request that all or a portion of their vacation time balance be converted to cash. Such request shall be limited to unexpected and immediate financial hardship or the onset of a debilitating physical condition, where the employee is no longer able to perform duties of their position and must be approved by the City Manager.
- C. Annual cash payment. Up to four (4) times each calendar year, during the first pay period of any quarter, an employee may request cash payment at the employee's hourly base rate of pay for accrued vacation time. The total amount of accrued vacation time that an employee may cash out in this manner shall not exceed forty (40) hours in any calendar year.
- D. Annual irrevocable election. To comply with IRS regulations, the annual cash payment contains two key limitations on the option to cash out vacation time. Beginning in December 2019 and each December thereafter:
 - (1) Any employee wishing to cash out leave must make an irrevocable election to cash out vacation time in December of the prior calendar year in which the leave is cashed out.
 - (2) Only leave accrued during the year in which leave is cashed out is available to convert to cash.

All remaining elected leave shall be automatically cashed out during the last pay period of each calendar year. The City will provide a form to make the election.

For example, employees who want to cash out compensatory time and/or vacation time they may earn in 2020 shall provide Payroll an irrevocable election no later than December 31, 2019.

ARTICLE 18. Holidays

Section 18.1 Fixed Holidays

Regular full-time employees receive eighteen (18) holidays each year. City holidays consist of thirteen (13) fixed holidays and five (5) floating holidays.

Fixed Holidays:

- | | | |
|-----|----------------------------------|-------------------------------|
| 1. | New Year's Day | (January 1) |
| 2. | Martin Luther King, Jr. Birthday | (Third Monday in January) |
| 3. | President's Day | (Third Monday in February) |
| 4. | Memorial Day | (Last Monday in May) |
| 5. | Juneteenth | (June 19) |
| 6. | Independence Day | (July 4) |
| 7. | Labor Day | (First Monday in September) |
| 8. | Veteran's Day | (November 11) |
| 9. | Thanksgiving | (Fourth Thursday in November) |
| 10. | Day after Thanksgiving | (Fourth Friday in November) |
| 11. | Christmas Eve | (December 24) |
| 12. | Christmas Day | (December 25) |
| 13. | New Year's Eve | (December 31) |

City hall shall be closed from Christmas Eve through New Year's Day. Employees shall use accrued leave for non-holiday closure days and have the option to take the time off as leave without pay.

Note: City holidays which fall on a Saturday shall be observed on the preceding Friday. When a City holiday falls on a Sunday, the following Monday shall be observed.

Section 18.2 Floating Holidays

- A. **Maximum Hours.** The maximum number of floating holiday hours an employee may have at any time during the fiscal year is forty-five (45) hours. Employees hired between July 1 and December 31 will receive forty-five (45) hours of floating holiday upon date of hire. Employees hired between January 1 and June 30 will receive twenty-two and one half (22.5) hours of floating holiday upon date of hire. Unused floating holiday hours are not subject to cash out upon termination.
- B. **Scheduled Use.** Floating holidays shall be scheduled to first meet the operating needs of the City, and then the preference of the employee. Authorization to use floating holidays is granted by the supervisor upon submission of a Leave Request Form by the employee. Reasonable notification of the request shall be expected of the employee.

Section 18.3 Holidays Worked

If the City Holiday falls on the employee's regularly scheduled work day, when the employee works that day the employee is compensated for hours worked at a rate of time and one-half (1 and 1/2 times) the employee's regular rate and an additional eight (8) hours or nine (9) hours is credited to the employee's vacation time balance.

Note: Payroll administrators may need to apportion the employee's Holiday pay, vacation credits, and pay for time worked to properly compensate the employee when the employee works less than a full shift of eight (8) hours or nine (9) hours on a City Holiday that is the employee's regularly scheduled work day. This provision is not intended to have the result of the employee receiving a regular biweekly paycheck of a lesser amount as the consequence of working part of the day on a City Holiday than the employee would have received had the employee not worked on the holiday. Article 17 (Vacation) provides additional information about limitations to vacation accrual when an employee works on a City Holiday.

Section 18.4 Holidays and Alternative Work Schedules

The City provides full-time employees eight (8) or nine (9) hours of paid time off for each holiday. Therefore, when a full-time employee has an established scheduled routine with an alternative work schedule for a holiday (example: a 9-hour day) the employee is provided holiday time off credit for the difference between the eight (8) hour holiday and the longer alternative work schedule for the day. A full-time employee scheduled to work a nine (9) hour day on a holiday receives a full work day's holiday pay for the nine (9) hour holiday.

Section 18.5 Holiday on Regular Day Off

Employees assigned alternative work schedules may sometimes have holidays fall on their regular days off. If a holiday falls on a full-time employee's regularly scheduled day

off, a full day's work of eight (8) hours or nine (9) hours of holiday time will be credited to the employee's vacation balance.

Note: Article 17 (Vacation) provides additional information about the limitations to vacation accrual when an employee's regularly scheduled day off falls on a City Holiday.

Section 18.6 Part-Time

Part-time regular employees are granted holiday time on a prorated basis.

ARTICLE 19. Leaves

In conjunction with paid holidays, paid vacation, Short-Term Disability insurance Income Protection Plan (IPP), and Long-Term Disability insurance the City shall provide bargaining unit employees with paid and/or unpaid leaves for such occurrences as jury/court duty, bereavement following a death in the family, orders to military duty, and Family and Medical Leave. Further, the City shall provide a procedure whereby employees may request unpaid leaves of absence. During the term of this Memorandum of Understanding, should the City elect to promulgate leave procedures for all employees as provisions of the Personnel Rules or Administrative Manual, the following minimum protections and safeguards to the rights and interests of bargaining unit employees shall be provided:

Section 19.1 Sick Leave – Employees Covered in Option 2 in accordance with Article 16 are covered by the following sick leave benefits.

Purposes for Sick Leave

Sick leave is paid leave from work that an employee may use for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition, or preventative care for the employee themselves.
2. For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or (2) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.

Annual Sick Leave Cash Out

Under Option #2, Sick Leave/Cafeteria, annually in the month of December employees that maintain a minimum sick leave balance of 160 accrued hours or more may make a one-time request annually to cash out up to 40 sick leave hours payable in the new calendar year under the formula: (2 to 1 of sick leave up to 40 hours x base hourly rate).

(Example: 60 sick hours / 2 = 30 hours x base hourly rate.)

Sick Leave Reinstatement

If an employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of six (6) days or 54 hours, whichever is greater, will be reinstated.

Section 19.2 Jury/Court Leave

The City complies with the applicable laws and public policy in regard to allowing employees paid time off without financial loss to perform jury duty. Full time regular employees are generally granted paid leave when called upon to serve on jury duty.

- A. Employees who are called for jury duty will receive regular base pay and benefits for that period of absence. Such periods of absence will not be applied to hours worked for purposes of determining eligibility for overtime pay.
- B. In the event that the absence of an employee from work over a long period of time would cause a hardship for the City, the City may require the employee to petition the Jury Commission or other appropriate authority to excuse the employee from jury duty. Also, the employee may petition to be excused from jury duty due to a hardship on the employee's family.
- C. Upon receipt of a notice for jury duty, the employee must notify the supervisor as soon as possible in order that arrangements may be made to cover the work of the position.
- D. Upon release from jury duty, the employee shall call their supervisor to determine the need to return to work.

Section 19.3 Bereavement Leave

An employee may receive up to five (5) work days off with pay for bereavement as the result of the death of a member of the employee's immediate family.

- A. When staffing permits, the employee may be granted time off without loss of pay to attend the funeral of a deceased coworker.

Terms of Sick Leave

Eligibility

Full-time employees who are not seasonal, temporary or extra help accrue nine (9) hours of sick leave for each calendar month of paid status (4.153) hours per pay period). Less than full time employees who are not seasonal/temporary/extra help accrue sick leave in an amount prorated by FTE status. Accrued sick leave carries over from year to year.

Sick Leave Use

An employee may use accrued sick leave beginning on the first day of employment with the City, subject to the limits and request provisions in this policy.

Sick Leave Request

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this policy without good reason, may result in the employee being treated as absent without leave.

Certification

The City may require that employees provide a physician's certification to support any absence that involves the illness of the employee. All employees, including who use paid leave to address issues related to domestic violence, sexual assault, stalking, or other crimes and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

Sick Leave upon Separation from Employment

- Unused sick leave may be converted to retirement service credits only subject to San Dieguito Water District's and the City's Lifeguard contracts with Cal-PERS and applicable retirement system laws and regulations.
- Other employees who are "retirement eligible" leaving the City with no less than 300 hours of accrued sick leave, shall receive a conversion payment benefit based on a formula:
(3 to 1 of all accrued sick leave hours x base hourly rate) upon separation.

- B. In the case of death of a member of the employee's immediate/extended family, an employee may be allowed up to a maximum of five (5) working days of bereavement leave without loss of base pay or deductions from other leave balances. Members of the immediate family are normally considered to be the spouse, registered domestic partner, children, parent, siblings, grandparents, grandchildren, parent-in-law, sibling-in-law, or child-in-law or designated person as defined by Section 19.4. Also included as extended family members are step-family members.
- C. For absences to attend the funeral of a relative other than a member of the immediate/extended family, an employee may be allowed up to one (1) day of bereavement leave without loss of base pay or deductions from other leave balances.
- D. An employee may be granted up to four (4) hours of bereavement leave without loss of base pay or deductions from other leave balances to attend the funeral of a friend.
- E. Bereavement leave for part time employees shall be prorated, that is, in the ratio of the average part-time work week to a forty (40) hour week.
- F. Payroll accounting and timekeeping for bereavement leaves of employees working days with other than eight (8) hour work schedules (that is, alternative "9/80" or "4/10" schedules) shall be determined by the provisions of Article 27 (Hours of Work & Alternative Schedules) of this Memorandum of Understanding.
- G. The employee shall request and the supervisor shall record the determination to grant or deny bereavement leave on a form provided by the City.

Section 19.4 Military Leave

The City complies with the applicable state and federal laws and public policy in regard to allowing employees unpaid time off and paid time off when called to military duty. The City complies with the California Military and Veterans Code requirement to provide employees with at least one (1) year of service for the public agency with their normal salary for the first thirty (30) calendar days per fiscal year while engaged in the performance of ordered military duty. The City complies with the federal Veterans Reemployment Rights Act and California Military and Veterans Code requirements to reemploy former employees upon their return from military service.

Section 19.5 Paid Leave for Family Member Illness

- A. Accrual rate. Each biweekly pay period each regular full-time employee shall be granted an accrual of 1.3846 hours of additional paid leave for family member illness and/or parental leave. This accrual rate is equivalent to a maximum annual

accrual of thirty-six (36) hours of paid leave for family member illness. Part-time employees shall receive a prorated accrual each pay period of paid leave for family member illness.

- B. Beginning accrual for new employees. Each new regular full-time employee upon starting work shall be granted a beginning balance of fourteen (14) hours of paid time off to attend to family member(s) in need of the employee's assistance in times of illness. After their first complete pay period of employment, each biweekly pay period each regular full-time employee shall be granted an accrual of one (1.3846) hour of additional paid leave for family member illness. Part-time employees shall receive a prorated accrual each pay period of paid leave for family member illness.
- C. Maximum accrual. An employee may not earn additional paid time off for family member illness leave after eighty-three (83) hours has been earned and remains unused. The maximum accrual for a part-time employee shall be prorated to an accrual equivalent not more than eighty-three (83) hours the part-time employee's prorated pay-period accrual rate of paid leave for family member illness.
- D. Family Member.

Immediate Family Member:

- (1) A child (biological, adopted, or foster child), stepchild, legal ward, or child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee as a minor child.
- (3) A spouse.
- (4) A registered domestic partner.
- (5) A grandparent.
- (6) A grandchild.
- (7) A sibling.

Extended Family Member:

- (1) A sibling-in-law.
- (2) A child-in-law.
- (3) A step-family member.
- (4) Parents/grandparents-in-law
- (5) Other person under the legal custody or care of the employee
- (6) Or Designated person per 12-month period for paid sick days as defined under Labor Code section 245.5.

However, if the designated person passes away, then the eligible employee may identify a new designated person. If the eligible employee wishes to identify a new designated person for the remainder of the 12-month period, then they must submit documentation of the death of the designated person, which includes: death certificate; published obituary; written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency; employee written attestation; etc. This documentation must be submitted with the eligible employee's request for Paid Sick Leave.

- E. Illness. Illness shall mean disease, injury, impairment, physical or mental condition, or other cause of incapacitation requiring in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider or any other cause of incapacitation of a family member. Illness may include accompanying an employee's family member to an occasional routine medical or dental treatment.
- F. Parental Leave. Parental leave is leave to bond with a newborn, an adopted child or a child placed in foster care with an employee within one year of the birth or placement of the child. Employees who qualify for "Baby Bonding" leave under FMLA or CFRA are provided up to 12-weeks of paid leave and benefits.
- G. Approval.
 - (1) Immediate Family Member Approval. The employee must first obtain verbal approval of the supervisor or department director before family member medical leave absence. The supervisor and department director will determine approval of the employee's paid leave for family member illness at the time they process the employee's payroll timecard. The department director may require follow up written verification from the family member's health care provider of any paid leave for family member illness. If required, the health care provider's written verification will verify that the immediate family member has an illness that requires the employee's attendance. The supervisor may require alternative scheduling of non-emergency requests by the employee for particular times of paid leave for family member illness.
 - (2) Extended Family Member Approval. The employee must obtain approval of the department director before an absence may be paid as family member medical leave for an extended family member. The supervisor and department director will determine approval of the employee's paid leave for extended family member illness at the time they process the employee's payroll timecard. Written verification from the family member's health care provider is required for any paid leave for extended family member illness.

The health care provider's written verification must state that the extended family member has an illness that requires the employee's attendance. The supervisor may require alternative scheduling of non-emergency requests by the employee for particular times of paid leave for family member illness.

- H. No cash out value. There shall be no compensation provided to the employee upon retirement, termination from employment, or at the end of the fiscal year for unused accruals of paid leave for family member illness.
- I. FMLA integration. The City may determine that particular events of paid leave for family member illness run concurrently with absences granted under the provisions of the Family Medical Leave Act.

Section 19.6 Unpaid Family and Medical Leave

The City complies with the applicable state and federal laws and public policy in regard to allowing employees unpaid time off and paid time off for purposes of parental leave, medical leave and family member medical care leave. The use of family, parental and medical leave may be either in paid status in conjunction with Paid Leave for Family Member Illness or in unpaid status.

Section 19.7 Leave Without Pay

- A. Time off without pay may be granted by the Department Director with concurrence of the City Manager.
- B. Employees must give two weeks' notice in writing to request leave without pay, unless waived by the City Manager.
- C. Employees must give reasonable notice before returning to work.
- D. The maximum leave which may be taken is six months.
- E. Employees shall not accrue Vacation Leave, Short Term Disability Income Protection Plan (IPP) Units, or evaluation time if on leave without pay for a period of more than five (5) consecutive working days.
- F. Employees shall be responsible for the continuation of City provided health care insurance premiums if on leave without pay for more than one pay period.

In accordance with the Family and Medical Leave Act of 1991, medical, dental and life insurance coverage for an employee who requests leave without pay for the serious health condition of a family member or the employee's own health condition shall be paid by the City for a maximum of twelve (12) work weeks during a twelve (12) month period at the City's current rate of contribution; the employee will continue to pay their share of the premiums. The City's Personnel Rules or

Administrative Manual provisions in regard to Family and Medical Leave Policy will provide a source of implementing procedures.

Section 19.8 Catastrophic Leave Donation Program

The City shall provide Personnel Rules or an Administrative Manual policy of catastrophic leave donation which includes eligibility for participation by bargaining unit members. The City may, from time-to-time, modify the Personnel Rules or Administrative Manual procedures for catastrophic leave donation. The City's catastrophic leave donation program shall provide a method for employees to voluntarily donate paid leave time to their coworkers. Paid leave time that may be donated for the catastrophic leave donation program is limited to vacation, floating holidays, and compensatory time balances.

Employee's catastrophic medical condition. The catastrophic leave donation program shall provide a method for employees to assist other employees who face an extended leave without pay due to their catastrophic medical condition.

Immediate family member's catastrophic illness. The catastrophic leave donation program shall provide a method for employees to assist other employees who face an extended leave without pay due to the catastrophic medical condition of an immediate family member. Illness shall mean incapacitation of an immediate family member because of disease, injury, impairment, physical or mental condition, or other cause of incapacitation requiring in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider. Immediate family member shall mean a parent, spouse, registered domestic partner, child (natural, adopted, or stepchild), or other person under the legal custody or care of the employee.

Section 19.9 General Election Leave

- A. The City shall provide a half day of paid leave to vote at the employee's polling location during the General Elections. The supervisor shall determine the schedule for each employee based upon the needs of the City and the employee's desires. The needs of the City shall prevail when there is no agreement on scheduling; or,
- B. The City shall provide a full day paid leave to volunteer for the County Registrar of Voters for a General Election.

Section 19.10 Administrative Manual / Personnel Rules about Leave Procedures

The City shall determine and publish provisions for the administration of these leave programs. It is understood that the City intends to publish leave procedures and policies with other personnel system policies as provisions of the Personnel Rules or Administrative Manual.

ARTICLE 20. Tuition Assistance

The City shall provide procedures for tuition assistance and tuition reimbursement for employees who act with individual initiative in the furtherance of their job-related education during off duty hours. Tuition assistance is an educational benefit provided in addition to the job-related training experiences that are attended during work time and that are initiated at the direction of the employer. The City's procedure for tuition assistance shall be published with other personnel system policies as a provision of the Personnel Rules or Administrative Manual.

Section 20.1 Maximum Reimbursement

An individual employee's reimbursement for tuition and related expenses shall not exceed \$1,200 per fiscal year for a full-time regular employee. Tuition reimbursement for part-time regular employees will be prorated. Reimbursement claims shall be submitted on a form required by the Human Resources Department.

Section 20.2 Approval Process

Prior approval is required before an employee may participate in the tuition reimbursement program. Applications shall include the employee's anticipated coursework and estimated costs eligible for tuition reimbursement. Applications approved by department directors will be submitted for consideration as an operating expense in the City's budget. The original document recording the department director's approval will be transmitted to the Human Resources Department and a copy will be provided to the employee.

Section 20.3 Funding

It is anticipated that the amount funded through the budget process for a fiscal year by City Council for approved tuition assistance requests from bargaining unit employees will not exceed \$12,000. The City Manager reserves discretion to submit budget requests in excess of \$12,000 for City Council consideration should the Human Resources Department estimate that more than 10 bargaining unit employees are expected to submit approved tuition assistance requests. At any point during the fiscal year, in the event there is less than \$1,200 in tuition assistance funding remaining available per approved bargaining unit employee, the remaining unencumbered City Council approved budgeted tuition assistance amount will be equally divided and prorated among the approved employees. During the course of any fiscal year, it is possible that tuition assistance funding will be exhausted and consequently there may be tuition assistance requests submitted for which there will not be available funding.

Section 20.4 Eligibility Criteria

Employees must have successfully passed their probationary periods to be eligible for participation in the tuition assistance program. Employees with current Performance

Improvement Plans may not participate in the tuition assistance program. The tuition assistance program is available only to regular status employees working at least ½ time (20 hours per week / .5 Full Time Equivalent FTE). Tuition assistance provided part-time regular status employees will be prorated.

Section 20.5 Coursework Requirements

Tuition reimbursement may be approved only for coursework towards a degree approved at an accredited institution of higher education in an occupation employed by the City or specifically job-related individual courses at an accredited institution of higher education or job-related professional certificate or license. Once an employee has been accepted for matriculation towards an approved degree by an accredited institution of higher education, electives and required general education coursework will be eligible for tuition reimbursement as well as core degree coursework. At least a "C" grade is required for approval of an employee's tuition reimbursement request. A passing score is required for ungraded coursework.

Section 20.6 Continued Employment Required

Employees are expected to continue in the employ of the City for at least one year (26 biweekly pay periods) after receiving payment for tuition reimbursement. Should the employee leave City employment earlier than one year after receiving a tuition reimbursement, the employee is required to pay back the City for the full cost of that year's tuition reimbursement.

ARTICLE 21. Reimbursement for the Use of Public Transportation

The City provides employees the opportunity to request reimbursement for part of the cost for the use of public transportation in commuting to and from work. Modes of public transportation eligible for reimbursement include busses and trains.

Section 21.1 Maximum Reimbursement

An individual employee's maximum eligibility for reimbursement for the use of public transportation in commuting to and from work is equal to half (50%) of the employee's actual documented costs, not to exceed seventy-five (\$75) dollars in reimbursement per month. Each employee receiving transportation reimbursement shall be responsible for any and all tax liability resulting from that reimbursement.

Section 21.2 Trial Program of Undetermined Duration

The City's provision of reimbursement to employees using public transportation for commuting to and from work shall be a trial or "beta" program. The City may from time-to-time adopt and change procedures for employee reimbursement for the use of public transportation without a duty to bargain those changes. The Service Employees International Union Labor/Management Committee will be consulted should the City

determine to cease reimbursement for the use of public transportation in commuting to and from work.

ARTICLE 22. Workplace Safety

This Article provides certain minimum safeguards of workplace safety for bargaining unit members during the term of this Memorandum of Understanding. It is understood that the City will promulgate work rules and procedures which foster workplace safety for all employees. Should the City elect to publish workplace safety rules and procedures as provisions of the Personnel Rules, Safety Manual/Injury & Illness Prevention Program, or Administrative Manual, the following minimum protections and safeguards to the rights and interests of bargaining unit employees shall be provided:

Section 22.1 DOT Drug Testing

The City shall comply with federal Department of Transportation requirements to provide for random alcohol and drug testing of employees required to have commercial drivers' licenses.

Section 22.2 Fitness for Duty Evaluation

At any time, the supervisor has substantial reason to believe that the employee is not fit for duty or that the employee may be impaired, the supervisor may send that employee for an immediate fitness for duty evaluation or referral for Employee Assistance Program (EAP) initial meeting with a counselor. Whenever practicable, the supervisor shall gain concurrence with the Department Director or Human Resources Director or Risk Manager or other responsible supervisor prior to notification of the employee that a fitness for duty evaluation or EAP referral is required. Should the City designate the health care provider, clinic, laboratory or Employee Assistance Program that will conduct the fitness for duty evaluation of the employee, such evaluation shall be at City expense.

Section 22.3 Return to Work Medical Release

When an employee has been absent from work due to a disability, medical treatment, mental health counseling, injury or illness; the supervisor may require that the employee provide a written release from treatment to full unrestricted work status before the employee is allowed to return to work without limitations. Should the treating health care provider determine that the employee has temporary limitations which may prohibit an unrestricted return to full duties, the City may elect to return the employee to any temporary limited duties which the Risk Manager determines the employee can safely perform. The City may determine that the employee's limitations do not permit a return to work, even if the employee desires to return to work prior to full recovery. Should the treating health care provider determine that the employee has permanent or prolonged limitations which may prohibit an unrestricted return to full duties, the City shall consider reasonable accommodations to the employee's limitations in compliance with the requirements of the Americans with Disabilities Act.

Section 22.4 Restrictions

It is understood that it is the intention of the City to promulgate work rules or other regulations which prohibit the possession or storage of firearms or explosives on City property or in City vehicles. Even in the absence of prior progressive disciplinary actions, violation of such work rules or regulations may be cause for dismissal from employment.

Section 22.5 Uniforms and Safety Equipment

- A. Uniforms. Uniforms will be furnished by the employer for all employees required to wear uniforms. The employee shall be provided a uniform for at least each work day in the work week that the employee is required to wear a uniform. The employer retains discretion to determine the style, type, color, and number of uniforms to be provided. Uniforms requiring commercial cleaning or maintenance will be cleaned and maintained by the employer. Each employee is expected to be neat and clean as far as practical.

- B. Safety footwear. An annual safety footwear allowance shall be provided for employees required to wear safety footwear (shoes or boots). Positions include employees performing field work in Public Works, Utilities, Parks, Recreation and Cultural Arts, Marine Safety, Fire Prevention Engineering, Code Enforcement, Planning and Stormwater. Eligible employees will be reimbursed during each fiscal year for up to Six Hundred Dollars (\$600) upon presentation of proof of expenditure for only the purchase or professional repair of safety footwear and insoles. Reimbursement shall apply to ancillary items.

- C. Safety Equipment. The City shall provide all appropriate equipment and training needed for employees to safely perform their required duties in accordance with Cal-OSHA regulations and guidelines.

Section 22.6 Unsafe Equipment

The employee should report unsafe equipment to their supervisor. Unsafe equipment should be replaced or repaired prior to its use. Each employee should be trained on how to report unsafe equipment and supervisors will ensure all necessary repairs are made.

Section 22.7 Heavy Lifting

Using appropriate lifting devices and techniques to limit injury is a priority. There are several lifting devices in public works available for all trained employees to utilize. Using proper lifting devices and techniques will reduce the potential for work related injuries.

Section 22.8 Driving Record Pull Program

The California Department of Motor Vehicles, in the interest of public safety, provides for the enrollment of non-mandated (typically Class C license) drivers in the employer pull notification program. The City of Encinitas, in the interest of workplace safety and public safety, participates in the employer pull notification program. Every employee identified as potentially having business driving duties is required to participate in the employer pull notification program and must sign the appropriate DMV waiver document (form INF 1101 or internal document with similar language) as a condition of employment. Driving duties include operating a City vehicle or undertaking City business facilitated by driving the employee's private vehicle to meetings or training. It is assumed that without individual exemption from the DMV employer pull notification program every employee is available to drive on City business as the occasion arises.

Section 22.9 Individual Exemptions from the Driving Record Pull Program

At the employee's request, the Human Resources Director in consultation with the employee's department director shall determine the employee's required participation in the DMV employer pull notification program based on the employee's duties and the department director's assessment of the potential for performing tasks that involve business driving duties. The City will not assign or permit driving duties to be performed by an employee who has been exempted from participation in the DMV employer pull notification program. An employee who is expected to never have work related driving duties will not be required to comply with the pull notification waiver documentation requirements and shall not be eligible to receive mileage reimbursement for business driving travel expenses.

ARTICLE 23. Probationary Periods

Section 23.1 Initial Appointment Probationary Status

Initial appointment probationary status means that the supervisor does not need to state a reason to release the employee from initial employment with the City. A person appointed through a competitive test of merit to a regular status position shall serve in a probationary status during the initial period of employment. An employee promoted during the initial 2080 work hours (approximately twelve months) term of probationary employment shall continue in initial employment probationary status until the 2080 regular work hours (approximately twelve months) of service have been completed in the higher/promoted position.

Section 23.2 Calculation of the 2080 Hour Probationary Period

Paid holidays are included as regular work hours in the 2080 work hours of probationary service. The first 40 hours of absence from work, including periods of paid or unpaid leave, will be included in the 2080 regular hours of work required for the completion of the initial appointment probationary period. Absences from work in excess of the first 40

hours, including periods of paid or unpaid leave, are excluded from the 2080 regular work hours required for completion of the initial appointment probationary period. Overtime hours worked are excluded from the 2080 regular work hours required for completion of the initial appointment probationary period. The number of regular work hours required for completion of the initial appointment probationary period shall be prorated for part-time employees, but in no case shall the part-time employee's probationary period be less than 26 completed pay periods.

Section 23.3 Promotional Probationary Status

Promotional probationary status means that the supervisor does not need to state a reason to return a promoted employee from a promotional position to a position and classification equivalent to the employee's classification prior to the promotion. A regular status employee shall serve a promotional probationary period of 1040 hours upon promotion to a position at a higher pay level.

Section 23.4 Probationary Periods

The following probationary periods are established for classifications in this bargaining unit:

Initial Appointment Probationary Period:

2080 regular work hours (approximately 12 months)

Promotional Probation:

1040 regular work hours (approximately 6 months)

(to a higher paying position after
having completed an initial
appointment probationary period)

Section 23.5 Grievance Procedure Exclusion

Probationary release from employment and probationary return from a promotional position are not subject to the grievance procedure or disciplinary action due process requirements. Employees displaced from their positions by employees returned from promotional probationary status to equivalent positions and classifications may not appeal or grieve such actions. There is no particular requirement for notice should the supervisor determine to release a probationary status employee from initial City employment or return an employee to a classification equivalent to that held prior to probationary promotion.

ARTICLE 24. Outside Employment

The City shall provide a procedure which defines limitations on City employee engagement in employment or enterprises in addition to the employee's work with the City of Encinitas. It is understood that from time to time full time employees of the City of Encinitas may be involved in paid employment with an employer other than the City of

Encinitas. The City's outside employment policies and procedures shall be published with other policies as a provision of the Personnel Rules or Administrative Manual.

Section 24.1 Limitations

The primary limitations to outside employment or enterprises shall be:

- A. A full-time employee's primary employment shall be performance of work for the City. No outside employment or enterprise may exhaust or distract or otherwise reduce the employee's fitness for duty.
- B. There can be no conflict of interests between an employee's outside employment or enterprise and the interests of the City.
- A. Outside employment or significant enterprises must be approved in advance by the supervisor.

ARTICLE 25. Performance Evaluations

The parties agree to reopen negotiations based on discussions of Performance Evaluation Committee.

Section 25.1 Performance Evaluation Schedule

Performance evaluations shall be conducted in a timely fashion. For new employees, performance evaluations shall be conducted at the completion of 1040 regular work hours, twelve (12) months, and every twelve (12) months thereafter. The first performance evaluation for part-time employees shall be conducted at the prorated number of regular work hours equivalent to six (6) months of service. The City's formal performance evaluation system is not intended to substitute for frequent and informal job performance communications between supervisors and employees.

Section 25.2 Late Evaluations

Supervisors are expected to complete performance evaluations (EMPLOYEE JOB PERFORMANCE EVALUATION forms) on time. The performance evaluation form may be completed up to thirty (30) days prior to the employee's anniversary date. The performance evaluation is considered past due if it has not been completed and approved for payroll processing by the end of the first full payroll period following the employee's anniversary date. The pay step advancement will be processed for payroll action during the first pay period after the evaluation is past due but will be retroactive as of the employee's anniversary date. However, the performance evaluation will not be considered past due if the employee has a written performance improvement plan underway. Also, unpaid leaves of absence of greater than five (5) working days and other prolonged absences may delay the employee's performance evaluation anniversary

dates. An employee with a past due performance evaluation will be granted the pay step advancement within the pay range for the employee's classification.

Section 25.3 Appeal Procedure

The grievance procedure does not apply to matters of employee performance evaluation. There is no provision for appeal of an EMPLOYEE JOB PERFORMANCE EVALUATION form that certifies that the employee's overall job performance meets the standards and expectations of the supervisor and Department Director.

Supervisors may at any time initiate a written EMPLOYEE JOB PERFORMANCE IMPROVEMENT PLAN form that certifies that the supervisor finds the employee's job performance to be in need of improvement and a plan for correction is needed. For employees in this represented bargaining unit, the employee shall have the right to appeal the supervisor's decision to initiate a written EMPLOYEE JOB PERFORMANCE IMPROVEMENT PLAN. Such appeal shall be reviewed by a department head of a department other than the department in which the employee is working. The Hearing Officer (i.e. alternative department director) shall have the authority to recommend, for the record, that the employee's department director modify, affirm or reject the written EMPLOYEE JOB PERFORMANCE IMPROVEMENT PLAN and/or the supervisor's assessment of the employee's progress towards accomplishing the job performance improvement requirements of the plan.

Section 25.4 Performance Improvement Plan

Supervisors may at any time initiate a written EMPLOYEE JOB PERFORMANCE IMPROVEMENT PLAN form that certifies that the supervisor finds the employee's job performance to be in need of improvement and a plan for correction is needed. An employee cannot be certified for pay step advancement when there is an open, unresolved, written performance improvement plan. The initial period provided for an employee to overcome job performance deficiencies identified in a written performance improvement plan is up to 90 calendar days. Should in the opinion of the supervisor, the employee fails to remedy job performance deficiencies during the initial period, the supervisor may elect to extend the performance improvement plan for up to an additional 90 calendar days. The maximum time available to remedy job performance deficiencies identified by a written performance improvement plan is 180 calendar days.

Initiation of a written EMPLOYEE JOB PERFORMANCE IMPROVEMENT PLAN form is not disciplinary action. However, failure to remedy job performance deficiencies during the duration of a written performance improvement plan may be cause for subsequent disciplinary action. The initial EMPLOYEE JOB PERFORMANCE IMPROVEMENT PLAN form and written progress reports shall be sufficient documentation which may sustain subsequent disciplinary action including termination of employment.

Section 25.5 Performance Evaluation Schedule for Probationary Employees

The performance evaluation schedule for an employee upon promotional probationary status shall be at 6 months, 12 months, and every 12 months thereafter. The dates at the end of 6 months, 12 months, and every 12 months thereafter become the employee's new "anniversary dates" for purposes of performance evaluation scheduling. The employee shall be granted a pay step advancement with each successful EMPLOYEE JOB PERFORMANCE EVALUATION. However, such pay step advancement shall not exceed the top of the pay range for the employee's classification. The approved pay step advancement shall be effective on the date of the month that completes the 6-month or 12-month anniversary date. The provisions of Article 19. F. 5 of this document will apply to unpaid leaves of absence greater than five (5) consecutive working days.

Note: This promotional probationary performance evaluation schedule does not apply to an employee when advanced within a multi-level classification to a higher level within that same classification.

Section 25.6 Performance Evaluation Schedule for Temporary Upgraded Employees

This article applies to employees granted temporary upgrades as provided by Article 14, Section 14.3 (Temporary upgrading of employees). Performance evaluations and pay step advancements while serving an acting appointment/temporary upgrade are provided according to the schedules described below:

- A. Not at the top step. If the employee is not at the top pay step of their original/home classification, then there is no change to the employee's schedule for performance evaluations and eligibility for merit step advancements. The employee will keep their current/original evaluation date.
- B. Already at the top step. If the employee is already at the top pay step of their original/current classification (but not at the top step of the "acting" classification), then after six months in the "acting" appointment the employee shall be scheduled for a performance evaluation and eligible for a merit step pay increase.

ARTICLE 26. Layoff

Section 26.1 Reasons for Layoff

The City or the Water District may determine that it is necessary to apply this layoff procedure in order to reduce the number of employees for non-disciplinary reasons. Such reasons may include lack of work, lack of funds or other non-disciplinary reasons as determined by the Water District Board of Directors or City Council. It shall be at the discretion of the employer to determine when a reduction in force is warranted and to

select the public service programs and classifications of employees to be affected by layoff.

Section 26.2 Notice of Layoff

An employee who is to be laid off shall be notified in writing of the impending action at least fourteen (14) calendar days in advance of the effective date of the layoff. The laid off regular status employee shall receive ten (10) working days' worth of severance pay. The Union will be notified in advance of impending layoff of bargaining unit members.

Section 26.3 Order of Layoff

In each classification of position, employees shall be laid off according to employment status in the following order:

1. First. Reserve (temporary) employees.
2. Second. Probationary employees.
3. Third. Regular (permanent) employees who are currently subject to a written EMPLOYEE JOB PERFORMANCE IMPROVEMENT PLAN, in reverse order of seniority.
4. Fourth. Regular (permanent) employees, in reverse order of seniority.

Section 26.4 Seniority

Employees with the least amount of seniority within each performance evaluation category shall be laid off first. Seniority shall begin with each employee's date of hire with the employer as a Regular status employee. Employees with part-time Regular service will have their seniority dates of hire prorated to account for such periods of part-time employment. Periods of absence as the result of approved Workers' Compensation Claims shall be included in the employee's seniority. Periods of leave without pay for longer than five days and any periods of disciplinary suspension without pay shall not be included in the employee's seniority.

Section 26.5 Layoff Bumping

The City of Encinitas and the San Dieguito Water District shall be considered separate employers for the purpose of administration of layoff bumping procedures.

- A. Transfer (Bumping) into a Vacant Position.
 - (1) Same Classification Series. If the employee affected by layoff once had regular status in a lower position classification within the same series in the same department, the employee shall have the option to accept demotion

back into the lower position classification. An employee affected by layoff who once had regular status in a lower position classification within the same series may be offered layoff bumping into a vacant position with that lower classification in a different department. An employee accepting bumping into a lower position in a classification where that employee has previously completed probation shall not be required to serve another probationary period in conjunction with layoff bumping.

- (2) Different Classification Series. At the discretion of the employer, an employee may be offered transfer to a vacant position with the same pay range or demotion to a vacant position in any lower classification for which the employer determines the employee to be qualified. The employer may require the employee offered transfer or demotion to a vacant position to serve a six-month probationary period in the new classification. If the employee does not successfully complete the probationary period, the employee shall be placed on a reemployment list for the original position and remain on that list for a period not to exceed one year.

- B. Displacement (Bumping) of Incumbent in a Lower Classification. If the employee affected by layoff once had regular status in a lower position classification within the same series in the same department, the employee shall have the option to displace an employee with less seniority in the lower position classification. An employee accepting bumping into a lower position in a classification where that employee has previously completed probation shall not be required to serve another probationary period in conjunction with layoff bumping.

Note: For purposes of layoff bumping, all the pay levels of each of the following classifications shall be treated as a single classification:

Accountant, Code Enforcement Officer, Deputy Fire Marshal, Engineer, Engineering Specialist, Finance Technician, GIS Analyst, GIS Technician, Heavy Equipment Mechanic, Information Technology Analyst, Information Technology Technician, Parks and Beach Supervisor, Planner, Program Assistant, Recreation Supervisor, Utility & Maintenance Specialist, Utility & Maintenance Technician, and Water Conservation Specialist.

Section 26.6 Determining Pay Rate after Demotion as the Result of Layoff

The employee's rate of pay shall not change as the consequence of demotion as the result of layoff. The rate of pay for any employee placed in a lower classification shall represent the least loss of pay for the employee.

- A. Within new salary range. The top step pay rate of the salary range for the lower classification (after layoff bumping/demotion) may be equal to or higher than the affected employee's actual rate of pay in the higher (before layoff bumping)

classification. If that is the case, then the employee's rate of pay may be established as the same within the lower classification's salary range. The employee shall then be eligible for advancement to the next higher pay step in the lower classification on the employee's next normal performance evaluation anniversary date.

As an example: The employee's actual rate of pay at step 3 of pay grade 25 before layoff bumping was \$4,115 per month. The monthly salary range for pay grade 23 of the lower classification after layoff bumping is between \$3,115 and \$4,174. The employee's monthly rate of pay after demotion as the result of layoff remains at \$4,115. The employee's pay rate of \$4,115 temporarily is not on a pay step for the employee's new classification in pay grade 23. At the employee's next normal performance evaluation date, the employee will be eligible for advancement to pay step 6, at \$4,174 per month, of pay grade 23.

- B. Above new salary range. In no case shall the rate of pay be increased above that received in the classification from which the employee was laid off. The top of the salary range for the lower classification (after layoff bumping/demotion) may be less than the affected employee's actual rate of pay in the higher (before layoff bumping) classification. If that is the case, then the employee's rate of pay may be frozen ("Y" rate) at the prior pay rate which is above the top in the lower classification's salary range. Until the salary range for the lower classification is higher than the employee's original rate of pay, the employee's rate of pay shall not be increased. That is, the employee may maintain ("Y" rate) the pay rate held prior to layoff bumping.

As an example: The employee's actual rate of pay at step 5 of pay grade 25 before layoff bumping was \$4,763 per month. The monthly salary range for pay grade 23 of the lower classification after layoff bumping is between \$3,115 and \$4,174. The employee's monthly rate of pay after demotion as the result of layoff is "Y" rated at \$4,763. The employee's pay rate of \$4,763 temporarily is not on a pay step for the employee's new classification in pay grade 23. The employee's pay rate will remain frozen at \$4,763 per month until a pay step of the salary grade 23 classification equals or exceeds \$4,763.

Section 26.7 Reemployment Lists

Reemployment lists shall be established and maintained separately for the City of Encinitas and for the San Dieguito Water District.

- A. Establishment of Lists. The employer shall enter the names of regular employees laid off or demoted in accordance with this article upon a reemployment list in order of layoff dates. Lists from different departments of the employer or at different times for the same classification of position shall be combined into a single list. Such list shall be used by every department of the employer when a vacancy arises

in the same or lower classification of position before using an active eligible list from a competitive recruitment.

- B. Use of Reemployment Lists. Names of persons laid off shall be carried on the employer's reemployment list for one year. Persons appointed to regular positions of the same level as that from which they were laid off shall be dropped from the list. Persons who refuse reemployment shall be dropped from the list. Persons reemployed in a lower classification or on a reserve basis shall be continued on the list for the higher position for a period not to exceed one year.

Section 26.8 Part-Time Regular Employees

It shall be at the discretion of the employer to determine when a reduction in force affects all positions in a classification, only full-time positions, or only part-time positions. As determined by the Order of Layoff provisions of this Article, Section 26.3 (4) part-time Regular employees shall be subject to layoff and layoff bumping on the same basis as other Regular status employees depending on their last performance evaluations and their seniority. A full-time Regular employee may be presented with the alternative of bumping into a part-time position or being laid off. A part-time Regular employee may be presented with the alternative of bumping into a full-time position or being laid off.

Section 26.9 City of Encinitas and San Dieguito Water District

The City of Encinitas and the San Dieguito Water District shall be considered separate employers for purposes of seniority, layoff bumping, reemployment lists, and layoff administration.

ARTICLE 27. Hours of Work / Alternative Schedules

Department Directors and supervisors shall determine the hours of work scheduled for employees. The following guidelines will typically apply when Department Directors and supervisors are determining hours of work for employees.

Section 27.1 Forty Hour Week

In compliance with the federal Fair Labor Standards Act, the City shall designate a forty (40) hour work week for each employee. The designated week can begin at any hour and any day. The designated work week does not necessarily correlate with the biweekly pay period.

All employees on a 9/80 or 3/12 work schedule shall have their workweek begin four (4) hours after the start time of their shift on their alternate regular day off. Employees not on a traditional work schedule or 4/10 shall have their workweek begin at midnight on Saturday morning.

Section 27.2 Time for Work Related Travel

Scheduling of paid time for an employee's work-related travel is subject to advance approval by the employee's supervisor and advance notice to City Payroll Administration to assure accurate timekeeping and payment of work-related travel.

Section 27.3 Normal Work Schedules

The normal schedule of work for City employees with office occupations is a "9/80" schedule of eight (8) days of nine (9) hours and one (1) day of eight (8) hours of work per eighty (80) hour biweekly pay period. Certain City offices are normally open for public service Monday through Thursday between 7:30 a.m. and 5:30 p.m. and every Friday from 7:30 a.m. to 4:30 p.m.

The normal work schedule for field employees may have a starting time as early as 6:00 a.m. with one half (1/2) hour for lunch.

Section 27.4 Designation of Regular Workweek

- A. Alternative work schedules for City employees with office occupations may include, but are not limited to, eight (8) hours of work per day, Monday through Friday, 8:00 a.m. through 5:00 p.m., with one (1) hour for lunch. An alternative work schedule for field employees may have a starting time as early as 6:00 a.m. for eight (8) hour days, Monday through Friday, with one half (1/2) hour for lunch.
- B. Employees, individually or as work groups, may request alternative work schedules. The Department Director has absolute discretion about whether to grant or deny an employee's request for an alternate schedule. The determination of the Department Director to deny an alternative work schedule request, to put an employee on an alternative schedule or take an employee off an alternative schedule is not subject to review through the grievance procedure.
- C. The Department Director may designate an alternative work schedule or a schedule different than the normal schedule for an individual employee or for several employees in a work unit. At any time, the Department Director may provide notice to each affected employee and change the designated work schedule for an individual employee or for employees in a work unit.
- D. The availability of alternative work schedules has no effect on accrual or use of vacation. Vacation is still accrued on an hours-per-pay-period basis and use is still charged on an hourly basis.
- E. The length of holidays are coordinated with the availability of alternative work schedules. City designated holidays each provide for eight (8) or nine (9) hours of paid absence for full-time employees. An employee on an alternative work schedule, and absent for more than eight (8) or nine (9) hours on a holiday, would

have a period of absence without pay unless some arrangement were made to provide work time or paid leave to provide for the holiday absence from work that is over eight (8) hours or (9) hours.

- F. The availability of alternative work schedules has no effect on the length of bereavement leaves. For the purpose of bereavement leave usage, a "working" day is a City business day, Monday through Friday, whether or not the employee is scheduled to work. As one example: the employee scheduled to work 9 hours per day Monday through Thursday with Friday as an off work day would be credited with 5 days of bereavement leave if absent Monday through Friday. As another example: the employee scheduled to work 9 hours per day Monday through Thursday with an 8-hour work day on Friday would be credited with 5 days of bereavement leave if absent Monday through Friday.

Section 27.5 Notice Standards

- A. Continuation of workday. An employee may be required to continue working beyond the end of the employee's workday.

Notice: During the work day.

Flexing Schedules: At the time the employee is notified about the necessity to continue the work day, the supervisor and the employee shall discuss whether the continuation of the work day will result in adjustments (flexing) of another day's schedule during the same work week or additional pay for the extra time worked. The City will not require an employee to flex their schedule to avoid payment of overtime.

- B. Short Term / Temporary Change of Workweek Schedule. An employee's workweek schedule may be changed temporarily. For purposes of this section, "temporary" is defined as a period of time anticipated to be no greater than three (3) months.

Notice: One full work shift in advance of change. At the time the employee is notified about the necessity of a short-term change in work schedule, the supervisor and the employee shall discuss whether the schedule change will result in adjustments (flexing) to the employee's schedule during the same work week.

If the employee is not given this notice, the first two hours the employee works on the temporarily changed shift shall be paid at time and one-half.

Volunteers: Before ordering an employee to temporarily change his/her schedule, the supervisor will solicit qualified employees in the work unit to volunteer.

- C. Permanent Change of Workweek Schedule. An employee's permanent workweek schedule may be changed.

Notice: One full biweekly pay period. If the employee is not given this notice, the employee will receive a one-time payment of fifty (\$50.00) dollars.

Volunteers: Before ordering an employee to permanently change their schedule, the supervisor will solicit qualified employees in the work unit to volunteer.

Section 27.6 Changes to the Fair Labor Standards Act

Should the Fair Labor Standards Act or the regulations governing public employer compliance with wage and hours laws be changed during the term of this Memorandum of Understanding, the City will discuss the effect of such changes with Union designated representatives prior to promulgation of final changes to City wage and hour policies.

ARTICLE 28. Temporary Employees

Section 28.1 Use of Reserve, Interim or Contract Employees

The City shall not use reserve, interim, contract employees (on the city payroll), or other categories of temporary employees to displace or replace Regular status City employees in this bargaining unit.

Section 28.2 Limited Assignments

The City may use temporary employees for time limited assignments.

Section 28.3 Union Notification

Should the City have a need to replace an employee for a longer period than 1040 hours, during any fiscal year (12-month period between July 1 and June 30), the City shall provide quarterly reports to the Union Chapter President of such situations. The Union shall notify the City if it desires to meet regarding their position.

ARTICLE 29. Disciplinary Action

Section 29.1 Good Cause

No employee holding regular status shall be subject to disciplinary action except for a good cause.

Section 29.2 Probationary Status

Disciplinary action procedures and the requirement to have a reason for rejection from continued employment shall not apply to employees with probationary status.

Section 29.3 Due Process

The City Manager shall assure that administrative due process is followed in matters of disciplinary action and make the final determination about whether a disciplinary action should be sustained, overturned or modified. The City Manager or designee shall act as an impartial Hearing Officer in matters pertaining to discipline which affect an employee's employment property rights.

- A. Before a Regular employee who has passed probation may be subjected to disciplinary action of suspension without pay for more than three days, demotion, reduction in pay, or dismissal from employment, that employee shall be served a written notice of proposed disciplinary action. Such written notice shall be provided by the responsible supervisor and state the specific reason for the proposed disciplinary action. The employee shall be provided pre-disciplinary "Skelly" rights including an opportunity to respond to the responsible supervisor, either in writing or orally, before the disciplinary action is taken. The employee may elect to be represented at such a pre-disciplinary meeting with the responsible supervisor. One union steward may be granted paid release time to represent the employee at such a pre-disciplinary meeting at the employee's request. After consideration of the employee's response, if any, the responsible supervisor then initiates any appropriate disciplinary action.

- B. The City Manager shall provide a procedure for the appeal by employees subjected to disciplinary actions of suspension without pay, demotion, reduction in pay, or dismissal from employment. That appeal procedure shall provide for a full evidentiary hearing. The City Manager or designee will act as the Hearing Officer. If the City Manager exercises the option to have a designee act in their stead, the City Manager will present a list of three names to the Union from which the Union may select a hearing officer. In cases where progressive discipline is appropriate, the Hearing Officer shall take into account the aspects of progressive discipline prior to making a decision. The appellant shall be entitled to appear personally, produce evidence, call witnesses, and have representation. Each party is responsible for their own cost of representation and witnesses.

B. The decision of the City Manager shall be final.

ARTICLE 30. Grievance Procedure

Section 30.1 Purpose

The Union and the City wish to afford the employee a means to formally present to management the employee's desire for a different interpretation or administration of City personnel procedures or established work rules for an existing situation. It is further intended to afford those represented employees in this bargaining unit with a means to formally present to management an employee's desire for a different interpretation in an existing situation of the provisions of this document establishing terms and conditions

of employment for employees in the bargaining unit represented by Service Employees International Union. The parties desire that the grievance procedure will facilitate fair and equitable treatment of all bargaining unit employees and promote harmonious relations among employees, supervisors, and management.

Section 30.2 Grievance Defined

A grievance is an employee's formal written presentation to management of a request for adjustment of an actual existing situation of misapplication, misinterpretation, or violation of an Administrative Manual personnel rule or procedure, City Ordinance or Resolution related to terms of employment, work unit written rule, or provision of this Memorandum of Understanding. Anonymous complaints, letters or notes will not be considered as a grievance.

Section 30.3 Non-Disciplinary Separation from Employment

The grievance procedure, rather than disciplinary action appeal procedures, shall be available to affected employees as the result of personnel actions of dismissal / separation from employment for such reasons as job abandonment; medical or psychological disability for which there is not practicable a reasonable accommodation; failure to provide an acceptable medical release after an absence from work for medical, addiction or psychological treatment; termination of approved leave; and prolonged absence from work in conjunction with a claim for workers' compensation benefits or disability retirement. A "Notice of Intent and Opportunity to Respond" shall be served on affected employees as the result of personnel actions of dismissal/separation from employment for such reasons as job abandonment; medical or psychological disability for which there is not practicable a reasonable accommodation; failure to provide an acceptable medical release after an absence from work for medical, addiction or psychological treatment; termination of approved leave; and prolonged absence from work in conjunction with a claim for workers' compensation benefits or disability retirement. The exclusive appeal procedure for an employee affected by a non-disciplinary separation from employment shall be Step 4 of the Grievance Procedure.

Section 30.4 Preliminary Discussion

As a general rule, the employee should discuss any complaint or request for adjustment with the immediate supervisor before a written grievance may be filed.

Section 30.5 Grievance Criteria

To be reviewable through the grievance procedure, the employee's written submission to management must address and satisfy all of the following:

- A. Must be a matter or incident which has occurred within fifteen (15) calendar days of reporting;

- B. Must result from an act or omission by the City regarding working conditions or other aspects of the employer-employee relations;
- C. Must arise out of a specific situation, act or acts which result in an inequity or damage to the employee; and
- D. Must specify the relief sought which must be within the power of the immediate supervisor, department director or City staff to grant in whole or in part.

Section 30.6 Grievance Procedure Steps

Step 1 Employee: The employee shall report in writing any grievance to the immediate supervisor within fifteen (15) calendar days of the incident. The employee's writing must note the date the incident was discussed with the immediate supervisor prior to filing of the formal written grievance.

Immediate Supervisor: The supervisor and/or any other supervisor/manager from the department shall conduct a meeting with the employee to more fully understand the employee's basis for the grievance and remedy or adjustment sought. The supervisor shall provide a written response to the employee within fifteen (15) calendar days of the grievance meeting.

Step 2 Employee: If further consideration of the grievance is desired, the employee shall submit the grievance in writing to the department director within fifteen (15) calendar days of the receipt of the supervisor's reply. If the employee's immediate supervisor and department director are the same person, the employee may advance the grievance to Step 3.

Department Director: The department director shall conduct a meeting with the employee within fifteen (15) calendar days of the submission of the grievance to more fully understand the employee's basis for the grievance and remedy or adjustment sought. The department director shall provide a written response within fifteen (15) calendar days of the conclusion of the meeting.

Step 3 Employee: If further consideration of the grievance is desired, the employee or the Union shall submit the grievance in writing to the Human Resources Director within fifteen (15) calendar days of the receipt of the department director's reply. The employee or Union shall specify in the grievance submittal whether outside mediation, or direct advancement of the grievance to the City Manager (Step 4) is desired at this step.

Human Resources Director: Requests for immediate advancement of the grievance to the City Manager (Step 4) will be forwarded to the City

Manager for scheduling of a grievance meeting. In the event mediation is desired, the Human Resources Director shall arrange in conjunction with the Union for the meeting with the mediator. Such a meeting shall be scheduled within fifteen (15) calendar days or as soon thereafter as is practicable.

Step 4 Employee: If further consideration of the grievance is desired, the employee with prior approval of the Union shall submit the grievance in writing to the City Manager within fifteen (15) calendar days from conclusion of the Step 3 mediation meeting.

City Manager: The City Manager or designee shall schedule a meeting as soon as practicable with the employee and/or Union, typically within fifteen (15) calendar days. The City Manager or designee shall conduct a meeting with the employee and/or Union to more fully understand the employee's basis for the grievance and remedy or adjustment sought. The City Manager's decision shall be final.

Section 30.7 Grievance Procedure Exclusions

The following personnel rules or regulations, personnel actions, working conditions, or other terms and conditions of employment with the City are not grievable:

- A. The matter is reviewable under, or subject to some other administrative procedure and/or personnel rules or regulations, or otherwise excluded, such as:
 - (1) Applications for changes in title, job classification, or salary;
 - (2) Appeals arising from termination of employment during probationary period;
 - (3) Performance evaluation (Certain Performance Evaluations are reviewable under the Performance Evaluation Appeal Procedure provided by Article 25.3)
 - (4) Disciplinary action;
 - (5) Workers' compensation; and
 - (6) Alternative work schedules determination (Alternative Work Schedule changes are subject to discussion/review with the Department Director as provided by Article 27.4)
- B. Would require a change in prevailing ordinances or resolutions, to circumvent existing avenues of relief where appeal procedures have been prescribed.
- C. Relates to the group insurance or retirement programs.

D. Relates to the "meet and confer" process or any impasse resulting there from.

Section 30.8 Eligible Employees

Only current regular employees may file and pursue grievances.

Section 30.9 Witnesses

There shall not normally be a provision for the testimony of witnesses at the grievance meeting with the supervisor, department director, mediator, or City Manager.

Section 30.10 Combined Grievances

At Step 2, the department director may determine to combine multiple employee grievances over the same general issue. Whenever there is a grievance from a group of employees and/or whenever grievances have been combined, one employee will be designated as the spokesperson for the grievance. Only the spokesperson (and steward for represented employees) shall be eligible for paid release time for participation in the grievance procedure.

Section 30.11 Extended Time Limits

The immediate supervisor, department director, Human Resources Director or City Manager and the Union and/or employee may determine to extend the time limits for reply to a grievance or for scheduling a grievance meeting. Notice of the time limit extension shall be provided to the grievant.

Section 30.12 Limited Effect

The final grievance determination made at Step 1, by an immediate supervisor, shall have no effect on any other employee, other department or future work situation. Each grievance decision by an immediate supervisor shall stand on its own and not serve as precedent for other grievance decisions or otherwise limit future management actions.

Section 30.13 Retaliation Prohibited

The employee shall not be penalized or retaliated against in any way for making a good faith utilization of the grievance process.

Section 30.14 Grievance Procedure Published

The City's grievance procedure shall be published with other personnel system policies as a provision of the Personnel Rules or Administrative Manual.

ARTICLE 31. Labor – Management Committee

The City and the Union agree to establish a Labor - Management Committee. The purpose of this Committee is to discuss issues relating to this agreement, and other issues of mutual interest. The Committee shall have no authority to change, modify, alter or amend this agreement. It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations.

Section 31.1 Membership

The Committee shall be composed of the President of the Encinitas Local Chapter or the President's designee, two additional employee representatives and one staff representative from the Union. The City representatives shall be the City's Human Resources Director and other representatives designated by the City. Additional parties may attend the meeting upon mutual approval of the Local Chapter President and the Human Resources Director.

Section 31.2 Meeting Schedule

Meetings shall be held when mutually agreed upon at times that are mutually acceptable to both parties. Prior to each meeting the Local Chapter President and Human Resources Director will develop an Agenda for each meeting. The parties agree that new employee orientation, work place respect, and structure of the medical insurance benefit are appropriate topics for the Committee's work.

The Committee shall meet on approximately a quarterly basis, or more often if warranted by issues of mutual concern to the parties.

Section 31.3 Administrative Manual Revision Project

The City anticipates routine updating and revising many of the personnel rules and employment provisions of the Administrative Manual. It is expected that the Labor-Management Committee will be tasked with providing consultations to management during the course of this management activity. After consultation with the Labor-Management Committee, the City will promulgate Administrative Manual provisions and/or Personnel Rules.

ARTICLE 32. Severability Clause

The resolution of City Council which adopts this Memorandum of Understanding or the enacting resolution is at any time, or in any way held to be contrary to any law by any court of proper jurisdiction, the remainder of this document and the remainder of the resolution shall not be affected thereby, and shall remain in full force and effect.

Should immediate remedial action be ordered as the result of a ruling of a court of proper jurisdiction, or in the judgment of the City should immediate remedial action be necessary as the result of such a ruling, the City shall unilaterally initiate such action. However, the City shall as soon as practicable initiate the opportunity to meet and confer with the Union about appropriate remedial action.

ARTICLE 33. Term / Duration

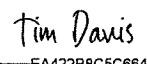
The term of this Memorandum of Understanding shall be from July 1, 2023 through June 30, 2027.


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IN THE WITNESS THEREOF, the parties hereto have caused their duly authorized representative to execute the Memorandum of Understanding.

City of Encinitas
San Dieguito Water District

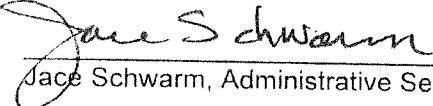
Service Employees International
Union, Local 221

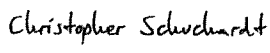
DocuSigned by:

EA422B8C5C664CD...
Tim Davis, Lead Negotiator


Adrean E. Rodriguez, Lead Negotiator


Jennifer Campbell, Assistant City Manager

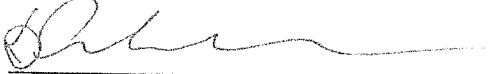

Ryan Stone, Chapter President

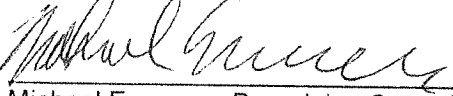

Jace Schwarm, Administrative Services Director


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051819973EB040A...
Chris Schuchardt, Chapter Vice President

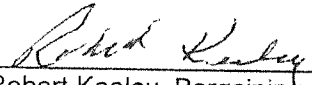

Tom Bokosky, Human Resources Director


Melissa Flores, Chapter Secretary


Francesca Carr, Bargaining Committee


Michael Emerson, Bargaining Committee


Jordan Daly, Bargaining Committee


Robert Keeley, Bargaining Committee

APPENDIX "A"

CLASSIFICATIONS REPRESENTED BY SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221

1. Accountant I / II / III
2. Code Enforcement Officer I / II / III
3. Code Enforcement Supervisor
4. Department Administrative Support Coordinator
5. Deputy Fire Marshal I / II
6. Engineer I / II
7. Engineering Specialist II / III
8. Facilities Specialist
9. Facilities Supervisor
10. Finance Technician I / II / III
11. Geographic Information Systems Analyst I / II / III
12. Geographic Information Systems Technician I / II
13. Heavy Equipment Mechanic I / II / III
14. Information Technology Analyst I / II / III
15. Information Technology Technician I / II
16. Parks & Beach Supervisor I / II
17. Planner I / II / III / IV
18. Program Assistant I / II / III
19. Program Coordinator
20. Recreation Supervisor I / II
21. Senior Deputy Fire Marshal
22. Stormwater Environmental Specialist I / II / III
23. Utility & Maintenance Field Supervisor
24. Utility & Maintenance Specialist I / II
25. Utility & Maintenance Supervisor
26. Utility & Maintenance Technician I / II / III / IV
27. Water Conservation Specialist I / II

(Marine Safety Classifications represented by SEIU, Local 221)

28. Marine Safety Lieutenant
29. Marine Safety Sergeant

APPENDIX "A"

CLASSIFICATIONS REPRESENTED BY SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221 6% Increase Effective July 1, 2023

Classification Title	HOURLY		MONTHLY	
	MIN.	MAX.	MIN.	MAX.
Accountant I	29.5049	39.5393	5,114	6,853
Accountant II	32.1660	43.1056	5,575	7,472
Accountant III	35.3573	47.3822	6,129	8,213
Arts Assistant	19.8159	25.2906	3,435	4,384
Code Enforcement Officer I	29.5049	39.5393	5,114	6,853
Code Enforcement Officer II	32.1660	43.1056	5,575	7,472
Code Enforcement Officer III	35.3573	47.3822	6,129	8,213
Code Enforcement Supervisor	36.2078	50.9482	6,276	8,831
Department Administrative Support Coordinator	27.3799	36.6916	4,746	6,360
Deputy Fire Marshal I	32.1660	43.1056	5,575	7,472
Deputy Fire Marshal II	35.3573	47.3822	6,129	8,213
Engineer I	42.7905	60.2107	7,417	10,437
Engineer II	45.8299	64.4874	7,944	11,178
Engineering Specialist I	29.5049	39.5393	5,114	6,853
Engineering Specialist II	32.1660	43.1056	5,575	7,472
Engineering Specialist III	35.3573	47.3822	6,129	8,213
Facilities Specialist	27.3799	36.6916	4,746	6,360
Facilities Supervisor	35.3573	47.3822	6,129	8,213
Finance Technician I	24.2793	30.9871	4,208	5,371
Finance Technician II	25.2544	33.8432	4,377	5,866
Finance Technician III	27.3799	36.6916	4,746	6,360
Fleet Maintenance Supervisor	35.3573	47.3822	6,129	8,213
Geographic Information Systems Analyst I	32.1660	43.1056	5,575	7,472
Geographic Information Systems Analyst II	36.2078	50.9482	6,276	8,831
Geographic Information Systems Analyst III	38.2320	53.7963	6,627	9,325
Geographic Information Systems Technician I	24.2793	30.9871	4,208	5,371
Geographic Information Systems Technician II	27.3799	36.6916	4,746	6,360
Heavy Equipment Mechanic I	24.2793	30.9871	4,208	5,371
Heavy Equipment Mechanic II	27.3799	36.6916	4,746	6,360
Heavy Equipment Mechanic III	29.5049	39.5393	5,114	6,853
Information Technology Analyst I	32.1660	43.1056	5,575	7,472
Information Technology Analyst II	36.2078	50.9482	6,276	8,831
Information Technology Analyst III	38.2320	53.7963	6,627	9,325
Information Technology Technician I	24.2793	30.9871	4,208	5,371
Information Technology Technician II	27.3799	36.6916	4,746	6,360
Lead Inspector	38.2320	53.7963	6,627	9,325
Marine Safety Lieutenant	34.0400	45.6170	5,900	7,907
Marine Safety Sergeant	31.2236	41.8424	5,412	7,253
Parks & Beach Supervisor I	32.1660	43.1056	5,575	7,472
Parks & Beach Supervisor II	35.3573	47.3822	6,129	8,213
Planner I	27.3799	36.6916	4,746	6,360
Planner II	29.5049	39.5393	5,114	6,853
Planner III	32.1660	43.1056	5,575	7,472
Planner IV	36.2078	50.9482	6,276	8,831
Program Assistant I	19.8159	25.2906	3,435	4,384
Program Assistant II	24.2793	30.9871	4,208	5,371

APPENDIX "A"

CLASSIFICATIONS REPRESENTED BY SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221 6% Increase Effective July 1, 2023

Classification Title	MIN.	MAX.	MIN.	MAX.
Program Assistant III	25.2544	33.8432	4,377	5,866
Program Coordinator	27.3799	36.6916	4,746	6,360
Recreation Supervisor I	29.5049	39.5393	5,114	6,853
Recreation Supervisor II	32.1660	43.1056	5,575	7,472
Senior Deputy Fire Marshal	38.2320	53.7963	6,627	9,325
Senior Ocean Lifeguard	24.7592	33.1797	4,292	5,751
Stormwater Environmental Specialist I	29.5049	39.5393	5,114	6,853
Stormwater Environmental Specialist II	32.1660	43.1056	5,575	7,472
Stormwater Environmental Specialist III	35.3573	47.3822	6,129	8,213
Utility & Maintenance Field Supervisor	35.3573	47.3822	6,129	8,213
Utility & Maintenance Technician I	24.2793	30.9871	4,208	5,371
Utility & Maintenance Technician II	25.2544	33.8432	4,377	5,866
Utility & Maintenance Technician III	27.3799	36.6916	4,746	6,360
Utility & Maintenance Technician IV	29.5049	39.5393	5,114	6,853

San Dieguito Water District Salary Schedule for Fiscal Year 2023-24 Effective July 1, 2023 Service Employees Union International

Classification Title	HOURLY		MONTHLY	
	MIN.	MAX.	MIN.	MAX.
Engineer I	42.7905	60.2107	7,417	10,437
Engineer II	45.8299	64.4874	7,944	11,178
Finance Technician I	24.2793	30.9871	4,208	5,371
Finance Technician II	25.2544	33.8432	4,377	5,866
Finance Technician III	27.3799	36.6916	4,746	6,360
Program Assistant I	19.8159	25.2906	3,435	4,384
Program Assistant II	24.2793	30.9871	4,208	5,371
Program Assistant III	25.2544	33.8432	4,377	5,866
Program Coordinator	27.3799	36.6916	4,746	6,360
Utility & Maintenance Field Supervisor	35.3573	47.3822	6,129	8,213
Utility & Maintenance Specialist I	32.1660	43.1056	5,575	7,472
Utility & Maintenance Specialist II	35.3573	47.3822	6,129	8,213
Utility & Maintenance Technician I	24.2793	30.9871	4,208	5,371
Utility & Maintenance Technician II	25.2544	33.8432	4,377	5,866
Utility & Maintenance Technician III	27.3799	36.6916	4,746	6,360
Utility & Maintenance Technician IV	29.5049	39.5393	5,114	6,853
Water Resource Specialist	40.2560	56.6443	6,978	9,818

APPENDIX "B"

ENCINITAS CITY FIRE PROTECTION DISTRICT EMPLOYEES ELIGIBLE FOR SUPPLEMENTAL RETIREMENT PAY

Article 15, Section 15.6 *Supplemental Retirement Pay* of this document provides supplemental retirement pay to certain employees who were employees of the former Encinitas Fire Protection District. This retirement benefit provision of Article 15—F, Section 15.6 applies only to employees (whether in the PERS safety contract or PERS miscellaneous contract) of the former Encinitas Fire Protection District who were employed by the Fire District on June 30, 1995. However, this provision of Article 15 also applies to retired SEIU represented bargaining unit employees of the Encinitas Fire Protection District. This subsection of Article 15 specifically provides former employees of the Encinitas Fire Protection District with direct payment by the employer of retirement benefits that are different than those provided other employees of the bargaining unit by virtue of their prior service as employees of the Fire District.

The specific amounts of supplemental retirement benefits provided retired employees of the former Encinitas Fire Protection District are adjusted from time-to-time depending on a formula and agreements with the Encinitas Firefighters' Association.

The following employee with service before June 30, 1995 with the former Encinitas Fire Protection District are eligible for supplemental retirement contributions:

Unrepresented Employee
Corina Jimenez

APPENDIX "C"

INCOME PROTECTION PLAN (IPP) INSURANCE

CITY OF
ENCINITAS
ADMINISTRATIVE MANUAL

Policy Title: Income Protection Plan (IPP) Insurance **Section:** Personnel

Responsible Department: City Manager/Human Resources **Number:** PO02

Approved By: City Manager **Originally Approved:** 10/1987
Last Amendment: 9/2/2003

I. Philosophy

It is the intention of the City of Encinitas to provide a Self-Insured Short-Term Disability Income Protection Plan (IPP) for a limited period of time for employees who become incapacitated by a single episode of illness, injury, or disability. To accomplish this, the City has established the following short-term self-insured protection benefits.

II. Definitions

- A. Self-Insured Short Term Disability Income Protection Plan (IPP): described as a self-insured benefit provided by the City to employees for loss of income while incapacitated by illness, injury, or disability.
- B. Eligible Employee: For the purpose of this section, "Eligible Employee" shall mean all regular employees. Reserve employees, firefighters, and contract employees are excluded from IPP benefits.
- C. Illness: "Illness" shall mean disease, injury, impairment (physical or mental condition), or other cause of incapacitation requiring in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider or any other cause of incapacitation of an Eligible Employee including that covered by the provisions of the Workers' Compensation Laws of the State of California.
- D. Unit of Benefit. "Unit of Benefit" shall generally mean one or more continuous workdays not to exceed ninety (90) calendar days per one

unit of IPP paid to the equivalent of one paid work day per day use. An Eligible Employee may receive payment for an Absence Occurrence at the employee's established rate of pay with the exceptions as seen in Section III, B.1.

- E. Absence Occurrence: "Absence Occurrence" shall mean an absence from work due to a single episode of illness of the employee for one or more work days, not to exceed ninety (90) calendar days to be credited against one Unit of Benefit. An employee may not use two IPP Units of Benefit concurrently. Once an employee receives Self- Insured Short-Term Disability Income Protection Plan (IPP) benefits for ninety (90) days, they are typically eligible for Long Term Disability (see Section IV of this policy).

Absences for which the employee will be paid under the Self-Insured Short-Term Disability Income Protection Plan without reduction of Units of Benefit include the following:

1. Illness, bodily injury, impairment (physical or mental condition), or exposure to contagious disease covered by the provisions of the Workers' Compensation statutory benefits. Workers' Compensation statutory benefits will be an offset to the Self-Insured Short-Term Disability Income Protection Plan up to the ninety (90) calendar days. The employee's established full rate of pay will be the basis for the Workers' Compensation offset, of the employee's established rate of pay without exception.
2. Any office visits not requiring an entire work day to a licensed physician, dentist, chiropractor, or oral surgeon providing the employee (regardless of tenure) notifies the Appointing Authority prior to the visit. If the scheduled appointment is during normal work hours, the employee is expected to be at work immediately preceding the visit and/or be at work immediately following the visit.

III. Method

A. Eligible Units of Benefit:

1. New Hires - Eligible employees shall receive the first Unit of Benefit upon date of hire. Subsequent Units shall become available at the rate of one Unit every three consecutive months of employment until 12 months have been completed. Accrual shall begin on the last day of the month of hire.

During the 12-month period, employees shall not accrue Units of Benefit for any three-month period in which an Absence Occurrence is incurred. However, if an employee has worked two or more consecutive months prior to an Absence Occurrence, he/she shall accrue a Unit of Benefit for that three (3) month period.

2. After 12-Month Period - After the initial 12-month period has elapsed, employees shall receive Units of Benefit at the rate of one Unit per month, except for any month in which an Absence Occurrence is incurred. However, if an Absence Occurrence is less than four weeks and falls within two months (i.e., illness began in the previous month), subsequent Units shall recommence in the month in which the employee returns to work and shall continue subject to reduction for Absence Occurrences.
3. Maximum Units - An employee hired after July 1, 2003, shall have a maximum balance of no more than four (4) units of benefit at any time. An employee hired before June 30, 2003, shall have a maximum balance of no more than five (5) units of benefit at any time.
4. An employee's bank of accrued IPP Units of Benefit is not affected by the transfer of employment between the City of Encinitas and the San Dieguito Water District.

B. Use of Units:

1. Payment of Self-Insured Short-Term Disability Income Protection Plan (IPP) Benefit - An Eligible Employee will receive the first Unit of Benefit (unit received upon date of hire) and all subsequent Units of Benefits at 100% of the employee's regular rate of pay with two exceptions
 - a. If the employee uses his/her Units of Benefit and drops to a balance of one Unit, Self-Insured Short Term Disability Income Protection Plan (IPP) benefits will be paid at two-thirds (approximately 67%) of the employee's regular rate of pay during the use of the last Unit.
 - b. During the new employee's first six (6) months of employment, an Eligible Employee will receive payment for an Absence Occurrence at two-thirds (approximately 67%) of the employee's established rate of pay. After the first six months of employment are completed, an Eligible Employee will receive payment for an Absence Occurrence or health care provider office visit at the employee's established rate of pay.

2. Approval - In order to apply a Unit of Benefit toward an Absence Occurrence, the employee must first obtain the approval of the Appointing Authority. The absence request form is used to document the Appointing Authority's approval of the use of Unit of Benefit. The Appointing Authority may require written verification by the employee's treating licensed physician, chiropractor, dentist, or oral surgeon of the cause of any Absence Occurrence and any specific limitations to the employee's ability to return to work or ability to perform temporary modified duties.
3. Frequent unplanned absences – Frequent unplanned absences may require close monitoring by the supervisor. With advanced notice to the employee from the department director, every IPP absence may require medical certification. The department director's decision to place an employee on notice of required certification for every IPP absence is not subject to the grievance procedure.
 - a. The affected employee may meet with the supervisor about the reasons for their medical certification requirement.
 - b. The employee may be accompanied by union representation during such a meeting.
 - c. The affected employee may request reconsideration of the medical certification requirement every three (3) months.
4. Consulting physician – The City may require consultation with A City paid physician at any time in regard to an IPP absence. Referral to the City paid consulting physician will be made through Risk Management or Human Resources staff.
5. EAP consultation – The City may facilitate consultation with the Employee Assistance Program (EAP) provider at any time in regard to an employee's record of IPP absence. Except for verification of attendance, the matters discussed between the EAP provider and the employee will be confidential.
6. Temporary modified duty – Employees may be required to perform temporary modified work in lieu of receiving Self-Insured Short-Term Disability Income Protection Plan (IPP) payments.
7. Conversion - A Unit of Benefit may not be used in advance of its accrual or converted into cash, time off from work, or any other benefit and is not to be interpreted as accrued sick leave.

8. FMLA concurrently – Whenever an employee is eligible for both Self-Insured Short-Term Disability Income Protection Plan (IPP) benefits and Family Medical Leave Act time off from work, the Self-Insured Short-Term Disability Income Protection Plan (IPP) shall run concurrently with Family Medical Leave Act time off and similar California Laws as outlined in Policy Number PO39.

IV. Long Term Disability

In addition to the Self-Insured Short Term Disability Income Protection Plan (IPP), all City employees, excluding reserve and contractual employees, receive long term disability insurance. This coverage is designed to provide, to persons insured, a monthly benefit that partially replaces income lost during periods of total disability.

Payment of benefits begins after a ninety (90) day qualifying period is satisfied (during which time Self-Insured Short Term Disability Income Protection Plan/IPP can be used) and continues until either the one period of total disability ends, or the maximum duration of benefits expires.

For a more detailed explained of long-term disability benefits, including definitions, exceptions, reductions and limitations, contact the Human Resources Office.