
Attachment 9

*WMEA Memorandum of Understanding July
1, 2026 - June 30, 2029 Redlined*

JULY 1, 2026 – JUNE 30, 2029

WESTMINSTER MUNICIPAL EMPLOYEES' ASSOCIATION (WMEA)



MEMORANDUM OF UNDERSTANDING

ADOPTED _____, RESOLUTION NO. _____

WMEA MOU
JULY 1, 2023~~6~~, THROUGH JUNE 30, 2026~~9~~

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WESTMINSTER
AND
THE WESTMINSTER MUNICIPAL EMPLOYEES' ASSOCIATION**

JULY 1, 2023~~6~~, THROUGH JUNE 30, 2026~~9~~

ARTICLE I

CITY RECOGNITION OF ASSOCIATION

The City of Westminster (hereinafter referred to as "City") recognizes the Westminster Municipal Employees' Association (hereinafter referred to as "WMEA" or "Association") as the exclusive bargaining agent for all full time employees in [the following](#) classifications ~~set forth in the enclosed exhibit~~ and all newly created classifications designated as represented by the bargaining unit:

[Accountant I](#)
[Accountant II](#)
[Accounting Assistant I/II](#)
[Building Maintenance Worker I/II](#)
[Building Inspector](#)
[Building Supervisor](#)
[Business License Inspector](#)
[Code Enforcement Officer](#)
[Engineering Technician](#)
[Equipment Mechanic](#)
[Equipment Operator](#)
[Leadworker](#)
[Maintenance Worker I](#)
[Maintenance Worker II](#)
[Maintenance Worker III](#)
[Mechanic](#)
[Permit Technician](#)
[Public Works Inspector](#)
[Public Works Supervisor](#)
[Senior Code Enforcement Officer](#)
[Senior Combination Building Inspector](#)
[Senior Engineering Technician](#)
[Senior Inspector](#)
[Water Distribution Supervisor](#)
[Water Equipment Operator](#)

[Water Production/Quality Supervisor](#)

[Water Technician I](#)

[Water Technician II](#)

[Water Technician III](#)

[Water Utility Foreman](#)

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The grant of "exclusive" recognition shall not preclude employee self-representation in matters where individual rights, protections, and concerns are involved; provided however, the representation rights of the Association as exclusive representative shall not be compromised thereby.

ARTICLE II

NON-DISCRIMINATION

The City and WMEA agree that there shall be no discrimination against employees within the bargaining unit because of race, color, creed, religion, national origin, sex, marital status, Association membership, age, sexual preference, disability, or any other lawfully protected class.

The terms "they" and "their" may be used in this agreement for the terms "he", "his", "she", "hers", or other terms which would indicate masculine or feminine gender.

ARTICLE III

SALARIES AND COMPENSATION

Section 1. Salary Increases.

The salary schedule attached hereto as Exhibit "A", B and C and by reference made a part hereof shall be adjusted as described in Sections "A" below:

- A. Salary Increase, Fiscal Year ~~20236-20269~~:
- Effective in the pay period following ~~January-July 1, 20246~~, all members of the WMEA shall receive a ~~three-seven~~ percent (~~37~~%) increase to base salary.
 - Effective in the pay period following July 1, 20247, all members of the WMEA shall receive a ~~three-four~~ percent (~~34~~%) increase to base salary.
 - Effective in the pay period following July 1, 20258, all members of the WMEA shall receive a ~~three-four~~ percent (~~34~~%) increase to base salary.

Section 2. Educational Benefits. Employees covered by this agreement shall be eligible to receive one of the following educational bonus payments for appropriate education or professional qualifications not specifically required for holding the position they occupy.

When a Bachelor's degree or above is required for a position, the individual holding that position will not be eligible for educational benefits. Education benefits shall be paid on overtime. Educational benefits shall be provided in addition to regular base pay and shall not be considered part of base pay for the computation of other benefits, except retirement as required by law.

A. **TIER 1**

Section 2.A of this Article shall be applicable to employees hired prior to July 28, 2011.

Requirements

Additional Pay

21 college units (15 units must be directly related to job)

5% of base pay

A.A. Degree with a minimum of 24 college units directly related to job.

10% of base pay

B. TIER 2

Section 2.B of this Article shall be applicable to employees hired on or after July 28, 2011.

Requirements

Additional Pay

A.A. Degree with a minimum of 24 college units directly related to job.

5% of base pay

B.A./B.S. Degree

10% of base pay

The above forms of special compensation, also referred to as "Educational Incentive Pay," shall continue to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(2).

Section 3A. Longevity Pay. Tier 1. Represented employees hired prior to July 28, 2011 shall be eligible to receive longevity pay at the beginning of the following consecutive years of service:

- 21 years of service: 2.0% of base salary
- 22 years of service: 4.0% of base salary
- 23 years of service: 6.0% of base salary
- 24 years of service: 8.0% of base salary
- 25 years of service: 10.0% of base salary

An employee who qualifies shall be eligible for only one of the levels of longevity pay noted above. Longevity pay shall continue to be reported to CalPERS as special compensation and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(1).

Section 3B. Longevity Pay. Tier 2. Represented employees hired on or after July 28, 2011 shall be eligible to receive longevity pay at the completion of the following consecutive years of service:

- 21 years of service: 2.0% of base salary
- 22 years of service: 4.0% of base salary
- 23 years of service: 6.0% of base salary
- 24 years of service: 8.0% of base salary
- 25 years of service: 10.0% of base salary

An employee who qualifies shall be eligible for only one of the levels of longevity pay noted above. Longevity pay shall continue to be reported to CalPERS as special compensation and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(1).

Section 4. Shift Differential. Employees assigned to a shift that begins after 2:30 p.m. and prior to 12:00 a.m. shall receive an additional twenty cents (\$0.20) per hour for each hour worked. This form of special compensation, known as "Shift Differential," shall continue to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(4).

Section 5. Special Certification Pay. Employees covered by this agreement, who hold the following certifications, shall receive additional percentage pay as shown below, provided that the employee is required to perform services covered by the certification. Employees shall be eligible for one certificate pay only.

- ICBO or ICC Certificates – 5%
- Water Distribution (D) or Water Treatment (T) Certification Grades 2 through 5 from the California Public Health Drinking Water Program:
 - Grade 2 (either D2 or T2) – 7.0%
 - Grade 3 (either D3 or T3) – 8.0%
 - Grade 4 (either D4 or T4) – 9.0%
 - Grade 5 (either D5 or T5) – 10.0%
- Playground Safety Inspector – 5%
- Certified Irrigation Technician (CIT) – 2.5%
- North American Technician Excellence (NATE) – 2.5%
- Pest Control Advisor License – 5%
- Qualified Applicator Certificate - In order to be eligible for 5% certification pay, employees must pass all three (3) of the following California Department of Pesticide Regulation examinations:
 - QAC - Laws, Regulations and Basic Principles
 - QAC-B Landscape Maintenance
 - QAC-C Right of Way
- ASE – Master Mechanic – 5%
- American Payroll Association (APA) Certified Payroll Professional (CPP)– 2.5%

These amounts are not cumulative; the employee shall receive the percentage only for the highest certification held, not the percentage for all certifications combined. Certificates must be applicable to current position.

Section 6. Mileage Reimbursement. Employees required or permitted to use their private automobiles in the discharge of duties shall be paid mileage at the established IRS rate. The IRS periodically updates that rate, so the reimbursement will be calculated on the established rate the date the vehicle is used.

Section 7. Take Home Vehicles- Supervisors

Supervisors in the unit shall be provided with a take home vehicle to facilitate the ability to immediately respond to after-hours emergencies, ensuring the safety of, and reducing any further risk to, the community. Take home vehicles are not to be used for personal use.

Section 8. Tuition Reimbursement. Represented full-time employees who successfully complete their probationary period may be eligible for education reimbursement for course work taken from any college, university, or accredited institution which increases the employees' value to the City. Reimbursement is limited to a maximum of \$1,000.00 per fiscal year per employee. All required documentation for reimbursement must be submitted no later than August 15th-after the fiscal year in which the course is completed. Documentation received after this deadline will not be eligible for reimbursement. Reimbursement shall include tuition, books, registration fees, lab fees, mandatory health fees, parking fees and mandatory material fees. To be eligible, the employee must receive a grade of "C" or higher, and upon completion must verify the grade received. Courses must be approved in advance by the department head and the City Manager on the appropriate application form. In the event the employee resigns or is removed from City service within one (1) year following completion of the approved courses for which City funds have been expended, the amount of tuition reimbursement paid by the City will be repaid to the City by means of payroll deduction from the employee's last paycheck. One pass/fail course may be included in each fiscal year.

Commented [AP1]: Should this be "after the fiscal year"?
i.e. What about a class completed in December?

Commented [NA2R1]: Correct.

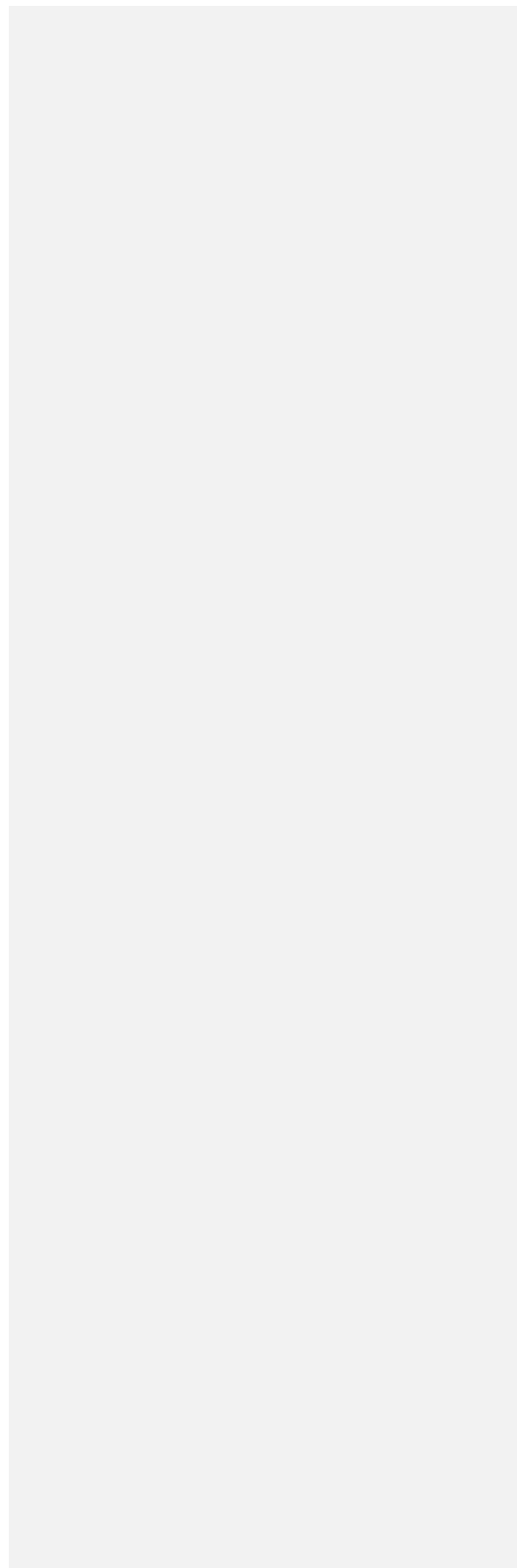
Section 9. Bilingual Assignment Pay. Employees required to speak in Spanish or Vietnamese, as well as English, as part of their regular duties of their position will be compensated at the rate of one hundred and fifty dollars (\$150) per month in addition to their regular pay. Employees receiving Bilingual Assignment compensation shall be required to take and pass a proficiency test and may be retested on an annual basis or as needed as determined by the Human Resources Department. No permanency or seniority may be obtained in a Bilingual Assignment and such assignment may be revoked at any time by the department director or Human Resources Director.

This form of special compensation, also referred to as "Bilingual Premium," shall continue to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(4).

PROBATIONARY PERIOD

1. **PROBATIONARY PERIOD.** A newly hired or promoted employee shall be subject to a probationary period of ~~6~~12 months before being eligible for certification as a permanent employee.

|



ARTICLE IV

WORK SCHEDULE

Work schedules are limited to 4/10, 9/80 and 5/40 and are scheduled based on operational need.

Section 1. Unscheduled Absence- Call in Procedures

Unscheduled absences, whether sickness, tardiness or other reason, must be reported according to the following call-in procedure:

- Employees must notify supervisor prior to their scheduled start time.
- For unscheduled absences of more than one day, the employee must follow call-in procedures for each day of absence, unless medical documentation has been submitted informing the employee's supervisor of the duration of absence.
- If an employee is absent for three (3) or more days, they will be required to submit a doctor's note for the absence. The documentation must be submitted within 24 hours of written request by the supervisor or the Human Resources department.
- Failure to follow the call-in procedure as set out by this policy may lead to the time being deemed as unauthorized leave without pay, and subject to discipline, up to and including dismissal from employment.

ARTICLE V

OVERTIME/COMPENSATORY TIME/ CALL BACK AND ON-CALL COMPENSATION

Section 1. Overtime. Overtime shall be compensated at the rate of time and one-half for all hours actually worked in excess of forty (40) hours in a seven (7) day work period. The City shall maintain the right to establish the “FLSA workweek” for purposes of determining overtime. Vacation, paid injury, sick leave, bereavement, floating holiday, holidays, jury duty and compensatory time off shall not be considered as time worked.

For emergency call-outs, represented employees shall be compensated at a minimum of two (2) hours pay at the straight time rate, or time and one-half (1½) for actual time worked, whichever is greater.

Section 2. Compensatory Time Off (CTO). Employees covered by this agreement may accumulate up to 120 hours of compensatory time off at the rate earned. An employee should attempt to schedule CTO time off at the convenience of the City; however, a supervisor may not reject a request for CTO time off unless they can establish an undue hardship.

Section 3. On-Call Time. Employees covered by this agreement who are required to be “on call” will receive a minimum payment equivalent to twenty (20) hours at time and a half for each week of “on call” time. Employees will not be required to remain at home but will leave word as to where they may be reached. If an employee is actually called out, each call shall be a minimum of one (1) hour and the employee shall be paid at the rate of time and one-half (1½) or can add the time to their Compensatory Time Off bank.

Section 4. Fatigue Time Off. Applicability: This provision is only available to WMEA members in classifications that are required, as part of their normal work duties, to be “on-call” and not to any other members of WMEA.

- A. **Trigger:** A WMEA member will only be able to utilize the “Fatigue Time Off” benefit when the start of their next shift is eight (8) hours or less from the end of their on-call shift.
- B. **Use of Sick Time:** A WMEA member who works a qualifying on-call shift may utilize sick time to make up for the amount of time between their regular work shift start time and the time at which they actually report to duty. Employees are limited to the use of a maximum of eight (8) hours of sick time per “Fatigue Time Off” occurrence.
- C. The intent of this provision is to allow for a proper rest period in the event an “on call” shift event would cause an employee to not have sufficient rest time between the end of the “on call” shift and the start of their regular work shift.

ARTICLE VI

HOLIDAYS

Section 1. Holiday Credit. Commencing the first full pay period as practicable after adoption of the MOU, represented employees shall be eligible 11 holidays per year or 99 hours, which will be placed in a bank each January.

Holiday hours may be used on such holiday or at any time during the calendar year, but only at the convenience of the City. It is understood "calendar year" refers to the City's normal payroll cycle, which allows employees twenty-six (26) pay periods in which to utilize the holiday hours. Any holiday hours remaining unused by the end of each calendar year shall be forfeited.

If an employee terminates his/her employment *prior* to the holiday(s) on which time would have been earned, those credited hours will be reimbursed to the City on his/her final paycheck. If an employee terminates his/her employment *after* the holiday(s) on which time has been earned, the unused hours shall be paid by the City on his/her final paycheck. If the employee has exhausted their holiday bank than the equivalent hours will be taken from existing accruals.

In the event an employee is allowed time off in conjunction with a holiday, the employee shall select the appropriate account to be debited which may include holiday, vacation, sick, or Compensatory Time Off (CTO) in order to receive full compensation for actual hours not worked on a holiday.

The recognized holidays of the City are:

- January 1 (New Year's Day)
- Martin Luther King – Third Monday of January
- Third Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 Veterans Day
- Fourth Thursday in November (Thanksgiving Day)
- Fourth Friday in November (Day after Thanksgiving)
- December 24 Christmas Eve
- December 25 (Christmas Day)

Every Day appointed by the President or Governor for public fast, Thanksgiving, or holiday and so proclaimed by the Mayor.

When a holiday falls on a Saturday, the Friday before will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a day that City Hall is closed, the employee will receive nine (9) hours of vacation accrual.

Section 2. Floating Holiday. The City shall provide each member, after 60 days' continuous employment, three (3) nine (9) hour floating holidays (total of ~~twenty-seven~~ twenty-seven [27] hours) on January 1 of each year to be taken at the convenience of the City. Employees hired on or after October 1st will be provided with one 9-hour floating holiday to be used before the end of the year. Floating holiday hours are not eligible for cash payment upon termination or retirement and must be taken within the calendar year granted. It is understood "calendar year" refers to the City's normal payroll cycle, which allows employees twenty-six (26) pay periods in which to utilize the floating holiday hours.

Commented [NA3]: We agreed on December 1st but I think we meant October.

Section 3. Winter Recess. City offices will be closed between Christmas Eve and New Year's Day. Employees will be allowed to use banked time (sick leave, vacation, holiday, or CTO) to cover the scheduled hours that City offices are closed. Employees may choose time off without pay. Employees required to work shall take equal time off at some time during the following year. This winter recess shall be scheduled within the department so as not to interfere with departmental operations, as approved by the department head.

ARTICLE VII

VACATION

Section 1. Vacation Accrual. Vacation hours shall be earned based on the following schedule:

Years of Service	Accrual per Pay Period	Yearly Accrual
Year 1	4.62	120
Year 2	4.92	128
Year 3	5.23	136
Year 4	5.54	144
Years 5 to 10*	5.85	152
Years 10 to 15*	6.15	160
Years 15 to 20*	6.46	168
Year 21	6.77	176
Year 22	7.08	184
Year 23	7.38	192
Year 24+	7.69	200

Requests should be submitted at least 1 week in advance for a time off request of less than 5 workdays and at least three weeks in advance for time off in excess of a week. Each request shall be evaluated based on operational need.

Section 2. Annual Vacation Cash-out.

- A. Employees shall be permitted to cash out accrued vacation hours a maximum of two (2) times per calendar year so long as a minimum of one hundred and twenty (120) vacation hours are maintained in the employee's leave account at all times.
- B. All vacation hours in excess of 240 hours shall be paid on the second pay period of November ~~or.~~ ~~Employees may have the additional option to place this amount in their 457 deferred compensation plan or held and credited to any appropriate medical cost account for the following year as may be set up under the health benefit program.~~
- C. The City shall provide an exception for economic hardship. The City's Human Resources Director shall review such requests for vacation cash out. A good faith demonstration that the employee has a financial hardship will be sufficient (i.e., does not require that the hardship be "unforeseen" or "preventable" as 457 withdrawals require).

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Sick Leave Accrual. Employees covered by this agreement shall accrue sick leave at the rate of eight (8) hours per month, and this time may not be taken off until earned. Sick leave may be used for serious injury to, or illness in, the employee's immediate family, as defined by this MOU.

- A. Accumulated sick leave shall be disposed of in any of the following ways at the discretion of the employee. The employee must declare in advance their intended form of disposition to the City. This declaration ~~shall~~ must be made ~~in January of each year for the current year only~~ 30 days in advance. The forms of disposition shall be:
1. Annual Cash-out - The employee may elect to cash all remaining sick time accumulated as of December 1 at the rate of 50% of total value. Subsequent cash outs will be limited only to that amount accumulated during the current year. Employees who leave the employ of the City, other than by retirement or death, are not paid for their sick time.
 2. Roll over - ~~The employee may elect to roll over the full balance of time for future use as sick time. Unused sick leave balances remaining at the end of the final pay period of each calendar year shall be carried over to the following year. Subsequent cash outs will be limited only to that amount accumulated during the current year.~~
 3. Cash-out at Retirement – Employees who make application for and retire from City service shall receive cash payment for up to 240 hours of sick leave to be paid at the rate in effect at the time of such retirement, providing the appropriate declaration has been filed with the Human Resources Department. Upon retirement, all accumulated sick time greater than 240 hours will be credited towards PERS retirement credit on an hour for hour basis.
 4. In The Event ~~Of~~ Death ~~o~~f t~~h~~e Employee. The designated beneficiary on file in the Human Resources Department shall be paid in cash for sick leave at the rate of 50% of total value.
 5. Payment ~~Of~~ Sick Leave Upon Layoff. Represented employees whose employment is terminated due to layoff shall be paid in cash for all accumulated sick leave on the books at the time of layoff, at full cash value.

Section 2. Bereavement Leave. In the event of a death to a spouse, domestic partner or child (to include foster and/or step-child), the employee shall be granted eighty (80) hours of leave with pay depending on the employee's schedule, with such time not to be charged against the employee's leave account.

1. In the event of a death to one of the following family members – parent, grandparent, grandchild, sibling, or such relative of spouse – the employee shall be allowed up to five (5) days of time off.
2. Employees shall be eligible for three days (3) paid bereavement leave per eligible family member death, with a maximum of three (3) occurrences in a calendar year.
3. Employee requesting paid bereavement leave of an immediate family member, will need to submit a Personal Leave Request with satisfactory evidence of such death to the Department of Human Resources within 30 days of the start of the bereavement leave.
4. Bereavement leave can be taken intermittently but must be complete within three (3) months of the person of whom you are taking the leave.

~~If it is necessary for an employee to travel outside the immediate area due to a death in the immediate family, upon approval of the Human Resources Director, leave may be extended to forty (40) hours to attend the funeral or memorial services or to attend to related family matters. "Immediate area" as used above means within five hundred (500) miles of the City of Westminster, as measured from City Hall (8200 Westminster Boulevard).~~

Section 3. Job-Connected Illness or Injury An employee who suffers a work-related injury or illness is eligible for industrial Disability Leave in accordance with applicable Workers' Compensation laws and the guidelines set forth.

SALARY CONTINUATION. Once a claim is accepted, employees shall be entitled to salary continuation up to a maximum of six (6) months paid leave for job connected illness or injury. Salary continuation is paid at your average weekly wage.

TEMPORARY DISABILITY. If an employee exhausts salary continuation and is still determined disabled, they will be entitled to temporary disability pay. Temporary Disability is paid at 2/3rds of their average weekly wage up to a maximum of 78 weeks. Such leave is to be determined by one of the doctors from the panel established by the Human Resources Department. Employee is able to use accrued time off to supplement the difference between workers' compensation and his/her regular salary and receive a full paycheck.

DOCTOR APPOINTMENTS. Employees are ~~required~~ encouraged to keep all scheduled medical appointments. If an employee fails to attend scheduled appointments, their workers' compensation benefits may be placed in jeopardy. Follow up visits are not eligible for compensation and are not considered "hours worked". It is expected that

employees schedule physician and/or physical therapy appointments outside of normally scheduled work hours. If this is not possible, appointments should be scheduled for the first hour or the last hour of the employees scheduled shift to minimize disruption to the operation and minimize the time away from work. Employees are expected to use their accrued leave for all time spent at doctor appointments during their scheduled work shift. Employees are required to inform their physician that the City will attempt to accommodate any temporary modified work restrictions while recovering from an injury. While off work on injury, City policy requires employees to keep in contact with their department on a weekly basis.

Commented [AP4]: I believe we had agreed that such time may be covered by sick leave or other paid leave and wanted that clear in the language. Do NOT delete this language.

After each doctor's visit, employees are required to return a Work Status and/or Work Restrictions form to the department of Human Resources.

LIGHT DUTY ASSIGNMENTS. If released by the employee's treating physician, and with the approval of the City's doctor, the employee will be allowed to work light duty if a position is available. Such light duty work would be made available with no loss in pay to the employee. Such assignments shall be reevaluated every 90 days.

When assigned to a light duty position, the employee shall make every effort to arrange doctor visits or prescribed in-office therapy sessions during their off-duty time. If an employee is unable to schedule an appointment during their off-duty time, the employee shall use their accruals to make up the difference to prevent time loss.

The City will, in consultation with WMEA, establish a light duty program for employees on temporary disability. Employees may be required to perform any duties appropriate to their medical condition as determined by the City doctor, subject to established medical arbitration proceedings. Light duty shall be limited to eight (8) months per injury. If after eight (8) months of light duty the employee cannot perform all the functions of his/her position, the City will hold "reasonable accommodations" meetings with the employee as required by ADA/FEHA.

ACCRUALS WHILE ON DISABILITY LEAVE.

- A. Once an employee has exhausted their salary continuation, they will no longer accrue sick leave or vacation time unless they work more than 40 hours per pay period.
- B. Once an employee has exhausted their salary continuation, they will no longer receive a flex dollar allowance (rebate) unless they work more than 40 hours per pay period. If an employee is enrolled in a City sponsored medical plan then they shall receive an allowance that only covers the employee's cost of medical, dental, vision and life insurance and will not receive any remaining rebate balance.

Section 4. Protected Leaves of Absence.

A. Family and Medical Care Leave - Employees are entitled to all rights available under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The following shall clarify the City's administration of Family and Medical Care Leave:

Declaration of Family and Medical Care Leave – In addition to qualifying employee requests for Family and Medical Care Leave, the City retains the right to declare an employee out on Family and Medical Care Leave for employee absences which are FMLA/CFRA-eligible. In such cases, the City shall count the duration of such leave against the employee's 12-week leave entitlement.

Calculation of 12 Months for Purposes of Eligibility: Eligible employees are generally entitled to up to 12 weeks of Family and Medical Care Leave for qualifying purposes in a 12-month period (additional time may be available for qualifying employees under Military Family Leave regulations). The City shall compute the 12-month period using a "rolling" 12-month period, measured backward from the date leave is used. Under this method, each time an employee takes a Family and Medical Care Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Use of Leave – "Bonding" Leave: An employee shall use Vacation Leave in connection with "bonding" leave, as defined under the FMLA and CFRA. If an employee has exhausted his/her accumulated Vacation Leave, an employee may use accumulated Sick Leave for "bonding" leave. An employee may also, at his/her discretion, use Compensatory Time Off for "bonding" leave.

Sick Leave may be used during "bonding" leave if such leave is also taken in connection with a personal or family illness. The City may require medical certification for use of Sick Leave during "bonding" leave. For "bonding" leave taken due to the birth of an employee's child, an employee shall be allowed to use Sick Leave for up to four (4) weeks. Use of Sick Leave of longer than four (4) weeks for "bonding" due to the birth of an employee's child shall require medical certification of personal or family illness.

Use of Leave Accruals – Personal/Family Illness: An employee shall use Sick Leave for leave in connection with a personal or family illness. If an employee has exhausted his/her accumulated Sick Leave, an employee may use accumulated Vacation Leave. An employee may, at his/her discretion, use Compensatory Time Off for leave in connection with a personal or family illness.

Intermittent Leave: An employee is not required to take Family and Medical Care Leave in one continuous block of time. Generally, leave may be taken intermittently or on a reduced leave schedule only when medically necessary or due to a "qualifying exigency" under Military Family Leave regulations. Employees must make reasonable efforts to schedule leave so as not to unduly disrupt the City's operations.

The minimum duration of “bonding” leave shall be two weeks, but the City shall permit an eligible employee to take “bonding” leave of at least one day, but less than two (2) weeks, on two (2) occasions.

B. ~~B.~~ Military Leave - Employees are entitled to all rights available under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veterans Code. In addition, the City has extended additional benefits to employees called to active duty by Council adopted Resolution.

Employees may request other forms of leaves of absence pursuant to provisions outlined in the Personnel Policy Manual.

Any employee who engages in outside employment during any leave of absence without prior notification and approval of the City Manager or designee and department head shall be subject to termination.

Any employee who falsified the reason for the request of said leave of absence may be terminated for falsifying a request for leave of absence or extension thereof.

Once an employee has exhausted their FMLA, CFRA or PDL, they will no longer accrue sick leave or vacation time unless they work more than 40 hours per pay period.

Once an employee has exhausted their FMLA, CFRA or PDL, they will no longer receive a flex dollar allowance (rebate) unless they work more than 40 hours per pay period. If an employee is enrolled in a City sponsored medical plan then they shall receive an allowance that only covers the cost of medical, dental, vision and life insurance and will not receive any remaining balance.

~~C. Section 5. Catastrophic Leave Donations~~

Since catastrophic illness or injury can cause employees a financial hardship, an employee may apply for Catastrophic Leave donations from fellow City employees. This will allow the employee facing financial hardship to remain on payroll through the use of Sick Leave hours. Requests for Catastrophic Leave donations shall be made through and from the Association President.

In order to be eligible for Catastrophic Leave donations, an employee must have exhausted all accumulated leave balances and must be expected to be absent from the workplace due to personal illness or injury, or due to the illness or injury of an immediate family member which requires the care of the employee. If an employee is taken off work for greater than 90 days, the employee shall apply for Long Term Disability (LTD). If an employee is approved for Long Term Disability (LTD) they will not be eligible for Catastrophic Leave.

Donations shall be limited to whole hour increments of Vacation, Comp Time, and Sick Leave (Sick Leave shall be donated at 50% value). The donating employee shall have his/her leave hours deducted accordingly and the recipient shall have donated hours credited to his/her Sick Leave account. Donated hours shall be converted to Sick Leave hours for the recipient as follows:

1. Donated hours multiplied by donating employee's hourly rate (base pay, longevity pay, and education pay included);
2. This amount divided by the recipient's hourly rate (base pay, longevity pay, and education pay included);
3. Result is the number of hours the recipient will have credited to their Sick Leave account.

In the event that an eligible employee receives donations of leave in excess of that which is required, unused hours shall be deposited into a Catastrophic Leave Bank for future use by eligible WMEA employees. Unused hours shall be multiplied by the primary recipient's hourly rate to determine a total monetary amount available for future Catastrophic Leave Donation requests. The total amount available shall be divided by a future recipient's hourly rate to determine how many hours are available for that recipient.

~~D. Employees may request other forms of leaves of absence pursuant to provisions outlined in the Personnel Policy Manual.~~

~~E. Any employee who engages in outside employment during any leave of absence without prior notification and approval of the City Manager and department head shall be subject to termination. Any employee who falsified the reason for the request of~~

~~said leave of absence may be terminated for falsifying a request for leave of absence or extension thereof.~~

~~F. Once an employee has exhausted their FMLA, CFRA or PDL, they will no longer accrue sick leave or vacation time unless they work more than 40 hours per pay period.~~

~~G. Once an employee has exhausted their FMLA, CFRA or PDL, they will no longer receive a flex dollar allowance (rebate) unless they work more than 40 hours per pay period. If an employee is enrolled in a City sponsored medical plan then they shall receive an allowance that only covers the cost of medical, dental, vision and life insurance and will not receive any remaining balance.~~

ARTICLE IX

HEALTH AND OTHER INSURANCE BENEFITS

Section 1. Health Benefit Program.

- A. The City shall maintain a comprehensive health benefit program consisting of the following programs: Medical coverage; Dental care; Vision care; and Life insurance. The City’s health benefit program may be increased in scope at any time; however, the benefit program may not be decreased without providing an equivalent program, after consultation with the WMEA.
- B. The City has implemented a full flex cafeteria plan. Active employees participating in the City’s full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage under the plan:

Effective Date	Single Coverage, 2-Party Coverage, or Opt-Out	Family Coverage*
January 1, 2024	1600 per month or \$738.46 per pay period	\$2,000 per month or \$923.07 per pay period

Effective Date	Single Coverage or Opt Out	2-Party and Family Coverage
July 1, 2026	\$1600 per month	The City shall contribute 90% of the cost of the PERS GOLD monthly premium (region rates apply)

Commented [AP5]: The

** These amounts are provided only to employees who participate in the CalPERS health insurance program and are enrolled in the Family level of coverage.*

A portion of the flex dollar allowance is identified as the City's mandatory contribution towards CalPERS Health under the Public Employees' Medical and Hospital Care Act (PEMHCA). The PEMHCA minimum contribution shall be adjusted annually by an amount determined by CalPERS.

Unused flex dollar allowances, after the employee has elected the coverage under the Cafeteria plan they desire, can be taken by the employee as cash (taxable income); or deposited into the following tax deferred options: (1) employee’s Health Care spending account (Sec. 125 plan); (2) Dependent Care Spending account; (3) 457 Deferred Compensation plan; or (4) used to purchase voluntary products. Employees who do not use the full monthly maximum benefit amount shall be paid the unused amount on the first payday of the month.

- C. The City shall provide a life and accidental death and dismemberment insurance policy in the amount of \$50,000 effective the first month following

adoption of this Resolution. Additional insurance amounts are available based on eligibility determination.

D. The full flex cafeteria dollar amounts listed above shall apply to active employees only.

Section 2. Continuation of Medical Insurance upon Retirement.

~~A. TIER 3~~

~~Eligibility for City contribution to the retiree Health Benefits Program for employees hired on or after January 1, 2011, shall be based on the following schedule:~~

~~1. Employees retiring from the City with less than fifteen (15) consecutive years of service with the City of Westminster shall be eligible for a City contribution to the Retiree Health Plan equal to the PEMHCA minimum contribution to CalPERS Health. The PEMHCA minimum contribution shall be adjusted annually by an amount to be determined by CalPERS.~~

~~2. Employees retiring from the City with more than fifteen (15) years of consecutive service with the City of Westminster shall be eligible for a City contribution to medical coverage equal to \$500 per month.~~

~~3. The City contribution to medical coverage shall continue to a surviving spouse of a deceased retiree only until the surviving spouse becomes Medicare eligible, at which time the City contribution shall be discontinued.~~

~~4. Employees shall not be eligible for any City contribution toward continuation of ancillary benefits (e.g., dental, vision, life insurance). Employees shall not be eligible for continuation in the City's group policy for these benefits except as required by COBRA regulations.~~

~~B. TIER 2~~

~~Eligibility for City contribution to the retiree Health Benefits Program for employees hired after June 22, 2005, and on or before December 31, 2010, shall be based on the following schedule:~~

<5 Years	Years 5-15	>15 years
Minimum CalPERS required contribution	\$500/month	936.60/month

~~1. The City contribution to medical coverage of the retiring employee's spouse~~

~~shall continue to a surviving spouse retiree only until the employee's surviving spouse becomes Medicare eligible, at which time the City contribution shall be discontinued.~~

~~2. Retirees may continue to participate in previously elected coverages. If continued, there is no charge for the City maintained vision coverage plan. If enrolled in a City maintained dental plan the City will contribute \$20 per month towards premium. Additionally, retirees may continue to participate in the City's group life insurance with coverage up to \$35,000 which may be purchased by the retiree but is based on life insurance eligibility determination. Continuation of coverage as permissible under the Plan document issued by the insurer.~~

~~C. TIER 1~~

Eligibility for City contribution to the retiree Health Benefits Program shall be based on the following schedule:

<u><5 Years</u>	<u>Years 5 - 15</u>	<u>>15 years</u>
<u>Minimum CalPERS required contribution</u>	<u>\$550/month</u>	<u>936.60/month</u>

Represented employees ~~hired on or prior to June 22, 2005~~, who retire from City service shall be eligible, after retirement, for continuation of medical insurance at an amount not to exceed \$936.60 per month.

1. Retirees may continue to participate in previously elected coverages. If continued, there is no charge for the City maintained vision coverage plan. If enrolled in a City maintained dental plan the City will contribute \$20 per month towards the premium. Additionally, retirees may continue to participate in the City's group life insurance with a City contribution not to exceed \$19.10 per month. Additional coverage up to \$35,000 may be purchased by the retiree but is based on life insurance eligibility determination. Continuation of coverage as permissible under the Plan document issued by the insurer.
2. In order to implement the ~~tiered~~ benefit contained in this Section, ~~effective January 1, 2008~~ the City's contribution towards coverage under PEMHCA shall be the minimum contribution amount that is established by CalPERS on an annual basis. ~~Commencing January 1, 2009, the~~ The PEMHCA minimum contribution shall be adjusted annually by an amount to be determined by CalPERS. Under California Government Code Section 22892 (b) (1), the City

is required to pay an equal amount towards the cost of medical coverage under PEMHCA for both active and retirees. The retiree shall have any additional premium required deducted from their retirement check. City contributions required under this section shall be made directly by the City to eligible retirees on or about the 1st of each month. Retirees may receive these contributions either by check or direct deposit.

3. The City contribution to medical coverage of the retiring employee's spouse shall continue to a surviving spouse only until the employee's surviving spouse becomes Medicare eligible, at which time the City contribution shall be discontinued.

Section 3. Long Term Disability (LTD) Plan. The City shall provide Long Term Disability (LTD) Insurance benefits for all employees covered by this agreement who sustain a non-industrial injury or illness. The benefit shall equal two-thirds (66.67%) of the employee's basic earnings, reduced by any deductible benefits received from other sources. No benefits shall be payable for the first 90 calendar days of each period of disability. After LTD benefits commence, the employee may use any remaining paid leave to supplement such benefits during the term of disability leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period. All remaining sick leave must be used before vacation or other accumulated leave can be used for this purpose.

ARTICLE X

RETIREMENT

Section 1. Miscellaneous Tier 1 - PERS 2.5% @ Age 55 Formula shall be applicable to miscellaneous employees hired prior to July 28, 2011.

- A. Employee Contribution.** The member (employee) contribution rate for Non-Safety (Miscellaneous) employees is established by State Legislation and is currently set at 8.0% of "pensionable compensation." Employees shall contribute PERS payments in an amount of 8.0% of "pensionable compensation" as their full PERS member contribution. These contributions shall be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections.
- B. Final Compensation.** Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest twelve (12) consecutive months of employment to establish final compensation.

Section 2. Miscellaneous Tier 2 - PERS 2.0% @ Age 60 Formula shall be applicable to miscellaneous employees hired on or after July 28, 2011 but prior to January 1, 2013, as well as new hires from other agencies who are current members of CalPERS or a reciprocal retirement system.

- A. Employee Contribution.** The member (employee) contribution rate for Non-Safety (Miscellaneous) employees is established by State Legislation and is currently set at 7.0% of "pensionable compensation." Employees shall contribute PERS payments in an amount of 7.0% of "pensionable compensation" as their full PERS member contribution. These contributions shall be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections.
- B. Final Compensation.** Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest thirty-six (36) consecutive months of employment to establish final compensation.

Section 3. Miscellaneous Tier 3 - PERS 2.0% @ Age 62 Formula shall be applicable to new employees/members hired on or after January 1, 2013 as defined by the Public Employee Pension Reform Act of 2013 (PEPRA).

- A. Employee Contribution.** Employees shall be responsible for contributing one-half of the normal cost for this pension program which is determined annually by PEPRA and effective every July. The determined amount is "pensionable compensation" as their full PERS member contribution. This contribution shall

be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections. In no event shall the City pay any of the required employee contribution, as prescribed by PEPRA and outlined in Government Code Section 20516 et al.

- B. **Final Compensation.** Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest thirty-six (36) consecutive months of employment to establish final compensation.

Section 4. Termination of PERS Membership.

A. Disability Retirement. An employee becoming disabled to the extent that they is incapable of performing his duties shall be eligible for disability retirement provided he has at least five (5) years of service. The monthly retirement allowance is 1.80 percent of final compensation for each year of service, with a minimum guarantee of one-third of final compensation for most employees who have at least ten (10) years of service. The disability retirement allowance shall under no circumstances exceed the service retirement allowance payable upon retirement for service at age 60 if employment could be continued to that age.

B. Death Before Retirement:

1. Basic Death Benefit. This benefit is ~~a refund of the member's accumulated contributions to the retirement fund plus interest, plus six months' salary,~~ provided ~~they employee have has~~ been a member of the Retirement System for six (6) years or more. For those who die before completing six (6) years of membership, the benefit is one month's salary for each year of membership, ~~plus refund of contributions and interest.~~ The salary referred to is that earned during the year preceding death. Prior service does not count toward this benefit. Survivors are encouraged to contact CalPERS about any possible Death benefits if vested or refunds if not vested.
2. 1959 Survivor Benefit. A monthly allowance shall be paid to certain survivors of a member who dies before retirement. The City provides the Fourth Level 1959 Survivor Benefit. The employee will continue to pay the required \$2.00 per month.

Commented [AP6]: Shouldn't this be removed as well? We also agreed to add something like "Survivors are encouraged to contact CalPERS about any possible Death benefits if vested or refunds if not vested."

D. Termination of Employment. Upon termination of employment, an employee with five (5) or more years of service may either leave his contributions with the Retirement System and receive, upon attaining retirement age, the retirement benefit they have earned, or they may withdraw his contributions (plus interest), thus terminating his membership in the System and receiving no retirement benefit. Except: (1) a member with less than five (5) years of service shall not have the privilege of leaving his contributions with the System, but shall automatically have his contributions, plus

interest, refunded upon termination of employment; and (2) a member who is transferring to employment with another agency which is covered under the System shall not have the right of withdrawing his accumulated contributions, but the contributions will be transferred with the member.

ARTICLE XI

APPOINTMENTS AND OTHER PERSONNEL ACTIONS

Anniversary Dates/Step Placement Each employee shall be assigned an anniversary date, which shall determine the employee's eligibility for advancement to a higher pay step. If employed at Step "A", the anniversary date shall be the first day of the pay period that encompasses the completion date of six (6) months of service to the City. If employed at a step other than "A", the anniversary date shall be the first day of the pay period that encompasses the completion date of one (1) year of service to the City.

Recommendations for advancement to a higher pay step shall be based on the employee's satisfactory service during the evaluation period. If an employee is on extended leave of absence or disability leave, advancement to the next step will be paused during the absence. Once the employee has returned from leave the evaluation period will resume thereby re-establishing a new evaluation date.

~~Promotions to a higher rank and/or classification shall be at Step "A" of the classification, or whichever step is necessary to provide a pay increase of at least 5%. A promotion shall not entitle an employee to compensation above the salary range assigned to the classification.~~

~~A promotion shall establish a new anniversary date. If promoted to Step "A" of the new classification, the anniversary date shall be the first day of the pay period that encompasses the completion date of six (6) months of service to the City in the new classification. If promoted to a step other than "A", the anniversary date shall be the first day of the pay period that encompasses the completion date of one (1) year of service to the City in the new classification.~~

~~Recommendations for advancement to a higher pay step shall be based on the employee's satisfactory service during the evaluation period. If an employee is on extended leave of absence or disability leave, advancement to the next step will be paused during the absence. Once the employee has returned from leave the evaluation period will resume thereby re-establishing a new evaluation date.~~

Section 1. Promotions. A promotion shall establish a new anniversary date. When promoted, the employee shall receive the lower of the following: Step to step increase on the new salary range, OR the step of the new salary range which provides at least a 5% increase.

Changes made in minimum qualifications shall not go into effect for current employees for three (3) months after such changes are made. If an employee does not meet the minimum qualifications for a promotion by the time of closing of the promotional posting,

then the employee shall not be eligible for the promotion. Failure by the employee to submit sufficient evidence of meeting the minimum qualifications to the Human Resources Department prior to the posted closing date as set forth on the posted notice makes an employee ineligible for further consideration for the promotional opening.

Promotions to a higher rank and/or classification shall be at Step "A" of the classification, or whichever step is necessary to provide a pay increase of at least 5%. A promotion shall not entitle an employee to compensation above the salary range assigned to the classification.

A promotion shall establish a new anniversary date. If promoted to Step "A" of the new classification, the anniversary date shall be the first day of the pay period that encompasses the completion date of six (6) months of service to the City in the new classification. If promoted to a step other than "A", the anniversary date shall be the first day of the pay period that encompasses the completion date of one (1) year of service to the City in the new classification.

Section 2. Temporary Appointments. Temporary appointments may be made in accordance with the Personnel Policy Manual and shall not exceed six (6) months.

Section 3. Working Out of Class. When an employee performs work out of classification for 40 consecutive hours or more, inclusive of holidays, increased compensation shall be effective from the first day of the assignment as approved by the department head and/or the City Manager. Working out of class provisions shall be made for positions vacated due to illness, injury on duty, vacations, terminations, resignations, layoff, or an approved leave of absence. An employee shall receive ~~working out of class~~ temporary upgrade pay (TUP) at the "A" step of the higher class, but shall receive not less than five percent (5%) above the employee's regular salary, unless acting in a position only one schedule higher and also paid at the "E" step, for work performed within the scope and responsibilities of the higher classification, and for each day or hours thereafter an employee works out of class. The department head shall notify the Human Resources Director of such assignment.

~~Working out of class pay~~ Temporary upgrade pay (TUP) is not considered pension-reportable compensation for PEPRA members. TUP is only reportable to CalPERS for classic members. TUP is not CalPERS reportable income if ~~employees are taking on additional duties while maintaining current duties.~~

Commented [AP7]: "classic"
Commented [AP8]: Rephrase for clarity "TUP is not reportable if"

The City will not assign various employees to the vacant position to thwart the intent of this Section.

Section 4. Reallocation and Y-Rating. All employees in classifications reallocated to a higher salary range shall be paid at the same step in the higher range, unless the City and the Association have reached agreement regarding implementation of a specific range adjustment. Employees who are reclassified to a classification with a higher salary

range shall be considered promoted and their step shall be established according to Section 1. Promotions as outlined above. Employees in positions reallocated to a lower range, or reclassified to a position at a lower range, or reclassified to a position at a lower schedule, or demoted for other than disciplinary reasons, shall not receive a reduction in pay, and instead shall be Y-rated (this does not apply to voluntary demotions). Such Y-rated employees shall not receive across the board increases, or if appropriate, shall not receive part of an across-the-board increase, until the employee's rate of pay reaches the new pay range; such employee, however, shall continue to receive step increases, where appropriate, until the employee reaches top step. Y-rated is defined as a rate paid to an employee that is above the current maximum salary established for the classification.

Section 5. Layoff Procedures.

A. Definition. Termination of employment or separation from a position because of economy, lack of funds, or lack of work.

B. Conditions For Layoff. A department head, with the approval of the City Manager, may lay off an employee in the Classified Service because of material change in duties and organization or shortage of work or funds. No permanent employee shall be laid off until all part time, temporary, and probationary employees in the Classified Service holding positions with related job duties are laid off with the exception of promotional probationary employees.

C. Procedures for Layoff. Thirty (30) working days prior to the effective date of a layoff, the department head shall furnish written notice to the City Manager of the anticipated action, stating the reasons therefore. A copy of such notice shall be given to the employee affected. The order of layoff shall be based upon seniority and/or competency.

When employee layoffs are made necessary, the following procedures shall be followed regarding employees in the same class or similar work categories:

When seniority is equal, (i.e., date of hire or total time served) the less competent employee, as deemed by annual evaluations, shall be laid off.

D. Rights of Employees Affected by Layoffs:

1. Each employee subject to layoff shall be provided with 30 days' written notice and shall be allowed reasonable administrative leave as may be required to seek employment. Permanent employees who are laid off shall be entitled to reemployment for a two-year period, and probationary employees who are laid off shall be entitled to reemployment for a one-year period.

2. Laid off employees who are re-employed shall not be allowed to count seniority during the time not employed by the City.

3. An employee who is laid off, who has greater seniority than an employee not laid off in the same class or work category, shall have the right of appeal as provided in this section.

4. For bumping purposes only, when an employee is laid off, who has greater seniority than an employee in a lesser position shall have the right to displace the employee with less seniority in the lesser or equal position, unless there is a question of competency or work comparability. If the displacement request is rejected, the laid off employee shall have the right to appeal as provided in this section.

5. No full time, part time, temporary, or provisional employee shall be hired into the classification until all employees on layoff from the classification have been given the opportunity to return to work. Such employees shall be rehired or reinstated in reverse order of their layoff or demotion in order of seniority.

E. Effect of Layoff on Benefits. Laid off employees shall be paid for accumulated compensatory time off, as indicated in the personnel records in accordance with policies regarding overtime and compensatory time off. Laid off employees shall not continue to receive benefits.

F. Layoff Appeal Procedure. Appeals, as provided for in this section, shall be filed within five (5) working days of the receipt of formal notice of layoff, and a hearing before the City Manager shall be held and completed within ten (10) working days after the appeal is filed. A direct appeal of the administrative decision to the City Council may be filed within five (5) working days after the administrative decision and a hearing before the City Council shall be held and completed within ten (10) working days thereafter, and the decision of the City Council shall be final.

The appeals provided for may be heard only on the basis of relative competency or work comparability and are distinct and different from appeals provided for in disciplinary actions.

ARTICLE XII

CITY RIGHTS AND RESPONSIBILITIES

Section 1. Management Rights. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts that form the basis of the Management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E. Methods of financing.
- F. Types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar nondisciplinary- reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause.

- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote, and demote employees for nondisciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- S. To take any and all necessary action to carry out the mission of the Agency in emergencies.

Section 2. Exercise of Management Rights. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions and Administrative Code which are incorporated in this Agreement. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XIII

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Employee Safety. The City shall provide a safe and healthy work environment. No employee shall be required to work under conditions dangerous to the employee's health and safety. The City shall make reasonable efforts to provide and maintain a safe place of employment. The Association shall urge all employees to perform their work in a safe manner and to report any unsafe practices, conditions, or equipment to their immediate supervisor. The City shall maintain a "Log and Summary of Occupational Injuries and Illnesses" in the Human Resources Department. This log shall be made available to the Association upon request.

Section 2. Contracting Out. In the event the City desires to contract out a portion of the work done by represented employees of the Westminster Municipal Employees' Association, the representative of the City and the Association will meet and confer in regard to the impact of contracting out as required by MMB.

Section 3. Release Time. Association Representatives shall be allowed a reasonable amount of paid release time in order to investigate grievances, safety issues, and other issues in compliance with this Memorandum of Understanding.

An employee may request the right to representation in any meeting that they have a reasonable belief may result in discipline. The Association will make available a list of stewards adequate to insure no delays in such meetings.

Section 4. Use of Facilities. The Association shall be allowed the use of City facilities to hold monthly meetings. Represented employees who are working shall be allowed to attend said meetings upon approval from the Department Head and at the convenience of the City.

Section 5. Inspection of Personnel Files. An employee shall have the right to inspect their personnel file at any reasonable time during normal business hours. The employee may be accompanied by a representative of the Association or may have their Association representative inspect the contents of their file in the employee's absence by authorizing, in writing, a designated representative to make such an inspection. Unauthorized inspections are prohibited without a written release signed by the employee.

A personnel file shall be maintained by the Human Resources Director for each employee. Said file shall be considered the personnel file and subject to all provisions of this Article.

An employee's supervisor may maintain and control a file or files for each employee their supervises at his/her discretion. Any file maintained by a supervisor shall not be considered the personnel file and shall not be subject to the provisions of this Article.

Adverse statements of any kind shall not be included in the employee's personnel file, unless discussed with and a copy provided to the employee prior to inclusion. An employee shall have the right to respond in writing to any information contained in the file and that document will be attached to the written statement.

The City shall make a reasonable effort to maintain a system of fair and timely performance evaluations.

Section 6. No Strike Provision.

- A. The WMEA, its officers, agents, representatives, and/or members agree on behalf of themselves and the employees in the bargaining unit that, during the term of this contract, they will not cause or condone any strike, walkout, work stoppage, job action, slow-down, sick out, or refusal faithfully to perform assigned duties and responsibilities, withholding of services, or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in any or all of the preceding activities.
- B. Any employee who participates in any of the conduct prohibited above shall be subject to discipline up to and including termination by the City.

In the event of such activities, the WMEA shall immediately instruct any persons engaging in such conduct that they are violating this Agreement and that they are engaging in unlawful conduct and to resume full and faithful performance of their job duties.

Section 7. Uniforms/Safety Boots. Represented employees required to wear a distinctive uniform, and field inspectors will be furnished nine (9) and eleven (11) uniforms respectively through a uniform rental service.

Represented employees, including field inspectors and survey engineers, required to wear safety boots, shall be entitled to one or more pairs of boots with a maximum total reimbursement of ~~\$250-00~~500.00 per year. Employees have the option to apply this money towards the repair of boots or purchase of a second pair. Employees who resign or are terminated for cause from City service within sixty (60) days after receiving reimbursement for boots shall have the amount of reimbursement deducted from their final paycheck.

Section 8. Union Membership

- A. **New Employee Orientation/Quarterly Demographic Report.** In accordance with AB119, the City shall notify the Union representatives when a new employee is hired into the bargaining unit and when an orientation occurs. The Union representatives will notify the City when a new employee has signed a membership card authorizing membership dues deduction and when such deduction shall begin. The City shall also provide the Union representatives with demographic reports of all employees in

the bargaining unit no less than quarterly. The City shall also provide reasonable paid release time for the Union representatives to meet with the new employees for the purpose of discussing membership in the Union.

B. Dues Deductions. In accordance with SB 866, the City shall deduct on a regular payroll basis from the pay of all Union members. Such deductions shall be authorized in writing on a form approved and provided by the Union for this purpose. The membership cards shall be retained by the Union. The City shall rely on a certification from the Union representatives for the authorization, modification, or cancellation of any/all dues deductions. the City shall remit such funds to the Union within thirty (30) days of the deduction.

C. Indemnification. In accordance with SB 866, the Union shall indemnify, defend, and hold the City harmless against the liability arising from any claims, demands, or other actions relating to the City's compliance with the terms of this Article.

ARTICLE XIV

GRIEVANCE PROCEDURE

A grievance is a claim by an employee or their representative of a misinterpretation or misapplication of, or non-compliance with, the terms of this Agreement, City Personnel Rules, and Regulations by personnel of the City (exclusive of the personal actions of members of the representative unit).

Consistent with case law, the City will not retaliate against an employee for utilizing the grievance procedure.

In a hearing or meeting with the supervisor, department head, or City Manager called to resolve a grievance, a maximum of three (3) employees or Westminster Municipal Employees' Association representatives may be excused from work. Employees shall receive full pay while attending a grievance hearing during regular working hours.

STEP ONE – INFORMAL PROCESS - Prior to filing a written grievance petition, the employee shall first endeavor to resolve the matter informally with their supervisor and/or any other person that may be able to resolve the grievance.

STEP TWO – WRITTEN GRIEVANCE DEPARTMENT HEAD - Any claim of grievance not informally resolved shall be filed with the appropriate City Department Head within fifteen (15) full business days after knowledge the alleged violation occurred. The grievant and their representative shall submit a written, signed petition to the appropriate department head of the City, requesting investigation and hearing of the grievance. The department head shall schedule a meeting within fifteen (15) full business days after receipt of the petition and shall respond, in writing, within ten (10) full business days after the meeting of the grievant and his/her representative.

STEP THREE – CITY MANAGER REVIEW - If the grievance is not resolved in step two, the grievant/representative shall file the written grievance with the City Manager within seven (7) full business days from the date the response was received. Within ten (10) full business days of the receipt of the written grievance, the City Manager shall meet with the grievant and their representative(s) to discuss the matter, and shall respond in writing, to the grievant and representative(s) within seven (7) full business days from the date of the meeting.

STEP FOUR – APPEAL TO A HEARING OFFICER -

In the event that the discipline involves a suspension in excess of forty (40) hours, a disciplinary demotion, or termination, and upon request of the employee, the matter shall be submitted to an independent arbitrator mutually selected by the parties who shall hear and consider the matter in accordance with the City's adopted rules and regulations. In the event that the parties are unable to agree on an arbitrator, they will request from the American Arbitration Association or

State Mediation and Conciliation Association a list of seven (7) arbitrators, experienced in public employer discipline. The arbitrator to hear the case shall be selected from the list by the parties, alternately striking names until one name is left. The order of striking shall be determined by lot. The arbitrator shall make a decision in the matter which shall be final and conclusive, subject only to review pursuant to CCP §1094.5.

Appeals of Major Discipline

Should a permanent employee wish to appeal the decision of the City Manager in a case involving major discipline (defined as termination, suspension greater than five (5) days, or a demotion equivalent to more than five (5) days of pay), the matter shall be submitted to an independent arbitrator mutually selected by the parties who shall hear and consider the matter in accordance with the City's adopted rules and regulations.

The request must be filed, in writing, to the City Manager within five (5) working days after final action is taken and written notice has been given to the employee. The Hearing Officer shall be selected from a list of seven (7) arbitrators provided by AAA who are members of the National Academy of Arbitrators or through a list of Hearing Officers from the State Mediation and Conciliation Service. If the parties cannot agree on selection of a Hearing Officer, then the parties will alternately strike names until one name remains. Any decision of the Hearing Officer shall be advisory only, subject only to review pursuant to CCP §1094.5.

The City shall bear the costs associated with arbitration. These costs shall be limited to the cost of the arbitrator and court reporting services.

ARTICLE XV

SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOU's and memorandums of agreement or memorandums of understanding, or contrary salary and/or personnel resolutions or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law.

ARTICLE XVI

**WAIVER OF BARGAINING DURING THE TERM OF THIS
MEMORANDUM OF UNDERSTANDING**

Section 1. For the term of this MOU, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by the MOU or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

Section 2. For the term of this MOU, the City and WMEA agree that negotiations may be reopened to implement policy revisions which may require meet and confer (e.g., revision to the City's Personnel Policy Manual).

ARTICLE XVII

SEPARABILITY PROVISION

In the event that any provision of the Memorandum of Understanding is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, there being the expressed understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect for the duration of this agreement.

ARTICLE XVIII

TERM OF THE MEMORANDUM OF UNDERSTANDING

This Agreement, its terms, and conditions shall become effective the date ratified by the City Council, unless specifically stated elsewhere in the MOU, and shall continue in full force and effect from July 1, 202~~3~~6 through June 30, 202~~6~~9.

ARTICLE XIX

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those unit employees voting who are in a classification represented by the Association set forth in this Agreement and adopted in the form of a Resolution by the City Council.

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions, and effecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for unit employees represented by the Association.

Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City and Association and entered into this 13th day of December 2023.

CITY OF WESTMINSTER

WMEA REPRESENTATIVES

BY:

Chi Charlie Nguyen
Mayor

~~Dan Napier~~ Tyler Nichols, WMEA President
Mechanic

Christine Cordon
President
City Manager

~~Vincent Huante~~ Justin Watts, WMEA Vice
Public Works Supervisor

Jodie Griner
Human Resources Director

Jorge Perez, WMEA Secretary
Code Enforcement Officer