

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CALIFORNIA CITY

AND

**THE CALIFORNIA CITY
MISCELLANEOUS EMPLOYEES ASSOCIATION**

July 1, 2018 to June 30, 2021

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CALIFORNIA CITY
AND
CALIFORNIA CITY MISCELLANEOUS EMPLOYEES ASSOCIATION**

This Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500- 3510) and is made and entered into the 26th day of March 2019 by and between the **CITY OF CALIFORNIA CITY**, hereinafter called the "City" and the **CALIFORNIA CITY MISCELLANEOUS EMPLOYEES ASSOCIATION**, hereinafter called the "Union".

**ARTICLE I
TERM**

The City and the Union agree that the term of this Memorandum of Understanding shall begin at midnight July 1, 2018 and end at 11:59 P.M. on June 30, 2021. This MOU specifically supersedes and replaces the prior MOU between the City and the Union, any and all extensions or addenda to the prior MOU, and any and all other understandings, oral or written, entered into between the City and the Union.

**ARTICLE II
RENEWAL**

The City and the Union agree that for the term of this Memorandum of Understanding, each party waives the right and each agree that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by the MOU, except as to meeting and conferring over the renewal or continuation of this MOU. The City and the Union have expressly agreed that there shall be no reopeners during the term of this MOU.

The City and the Union agree that meeting and conferring over the renewal or continuation of this MOU shall be initiated and conducted in such a manner that every effort will be made to reach an agreement prior to the expiration of this MOU. It is further agreed that nothing in this MOU shall in any way diminish the rights of the employees, the City, or the Union as established by the City Municipal Code, the personnel policies of the city, the Meyers-Milias-Brown Act of the State of California and all amendments thereto except as specifically provided by addenda attached hereto.

**ARTICLE III
EQUAL OPPORTUNITY EMPLOYMENT**

The City and the Union agree that the provisions of this Memorandum of Understanding shall be applied equally to all employees covered herein without favor or discrimination because of race, creed color, sex, sexual orientation, age, national origin, political, or religious affiliation or Union membership. No employee will be discriminated against and/or retaliated against for exercise of his/her rights granted by this MOU, City rules, or by Law.

**ARTICLE IV
UNION SECURITY**

The City agrees to a Union dues system whereby authorized deductions will be withheld and paid to the Union consistent with current Government Code regulations applying to the collection and payment of Union dues.

**ARTICLE V
UNION REPRESENTATIVES**

The City agrees that the Union shall be permitted to maintain a steward on the job to receive complaints and to see that the terms and conditions of this Memorandum of Understanding are being observed. The City also recognizes the right of Stewards to participate in the first step discussions on grievances, particularly on the application of the terms of this MOU. The Union shall notify the City Manager in writing of the names of the stewards upon appointment. The City agrees to allow up to three Union Stewards one (1) hour off each month to hold a Stewards meeting. The Union agrees to notify the City of the names of Stewards and date and time of regularly scheduled monthly meetings. Any changes in meeting dates, times, or Stewards shall be given to the City immediately.

**ARTICLE VI
MAINTENANCE OF BENEFITS**

All present policies specifically relating to matters within the scope of representation as set forth in the personnel manual shall continue to be observed, except as modified by this Memorandum of Understanding or altered by the City after consultation with the Union or, failing a response to the offer of consultation, after a reasonable period of time thereafter.

**ARTICLE VII
SAVINGS PROVISION**

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE VIII
CITY'S RIGHTS AND RESPONSIBILITIES**

The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City and not abridged herein, included but are not limited to following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building

facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed, to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedule of operation and reasonable workload; to specify or assign work requirements, and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

**ARTICLE IX
PEACEFUL PERFORMANCE CLAUSE**

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees, and the Union agrees that it will not engage in, encourage, or approve any strike, slow-down or other work stoppage growing out of any dispute relating to the terms of this MOU. The Union agrees to take whatever lawful steps are necessary to prevent any interruption of work in violation of this MOU, recognizing with the City that all matters of controversy within the scope of this MOU shall be settled by established grievance procedures. If there is a strike, slow-down or work stoppage, the employees who engage in such activity shall be subject to discipline up to and including discharge. The City may seek such remedies as are available under the law.

**ARTICLE X
DEFINITIONS**

A. Wages:

1. Regular rate -normal hourly rate
2. Straight overtime -overtime hours worked which are paid at the normal hourly rate. (Example -standby time).
3. Premium overtime -overtime hours worked which are paid at the time and one-half rate.
4. Holiday pay -hours worked on a holiday which are paid at the regular rate, plus the premium rate (except floating holidays, which will be paid at regular wage as specified in Article XVII).

B. Forms of Salary Adjustment:

1. Step-in-grade. Salary adjustments based on the step-increase pay scale of the City.
2. Merit. Salary adjustments based solely on performance exceeding expectations.
3. Bonus/incentive-Extraordinary circumstances controlled by incumbent
4. Bi-lingual stipend-Based on routine use of foreign language skills in general use within California City.
5. Longevity. Based solely on tenure.
6. COLA. Based solely on fiscal conditions as decided by City Council.
7. Promotional. Based solely on change in status.

8. Temporary out of class work
9. Out-of-Classification
10. Overtime-Based on work beyond standard workweek.
11. Call-Out – Minimum two (2) hours of overtime at time and a half.
12. Standby – three hours of compensation at straight time for the principal employee assigned to be on standby

C. Compensatory: Based on a time-for-time formula as determined by Fair Labor Standards Act unless otherwise negotiated.

D. Probationary period: A prescribed period of time under an original or promotional appointment where the employee's performance is observed to determine fitness for the work performed.

E. Promotion: The appointment of an employee to a position in a higher classification.

ARTICLE XI WORK WEEK

A. Regular Work Day: The regular workday or shift shall consist of no more than eight (8) consecutive hours of work, exclusive of lunch, in any twenty-four (24) hour period.

B. Regular Work Week: A period of 168 consecutive hours (7 consecutive 24 –hour periods-mandated by Fair Labor Standards Act and is not negotiable) as determined by the City Manager.

C. Overtime: All authorized time worked in excess of forty (40) hours in one (1) work week.

D. Paid Leave: For the purpose of computing overtime all paid leave will be considered as time worked.

E. Break: Each employee shall be granted one fifteen (15)-minute break for each four (4) hours worked.

F. Flex Scheduling: With the approval of the City Manager, a flex work schedule may be implemented on a departmental basis. If a flex schedule is implemented, overtime shall be paid for hours worked in excess of the modified weekly schedule.

ARTICLE XII WAGES

Wage adjustments shall be made as follow:

- A. Step-in-grade:** Effective at the time of this MOU, Step-in-grade salary adjustments will be implemented for steps one (1) through six (6) in the official pay scale of the City, based upon receiving a “meets expectations” performance rating at the immediately preceding performance evaluation.

- B. Merit Salary Adjustment:**
 - 1. **Bi-lingual Stipend:** An employee who is routinely required to use a language in addition to English in the performance of regular job duties will receive a two percent (2%) stipend.

- C. Longevity Pay:** Employees shall receive longevity pay according to the following schedule:
 - 1. 2% at the completion of 10 years continuous service
 - 2. 2% at the completion of 15 years continuous service
 - 3. 2% at the completion of 20 years continuous service
 - 4. 2% at the completion of 25 years continuous service

- D. COLA (Cost of Living Adjustment):**
 - 1. The City shall provide a cost of living adjustment effective the pay period closest July 1, 2018 of 8% for the year 2018-2019.
 - 2. The City shall provide a cost of living adjustment effective the pay period closest to July 1,2019 of 2% for the year 2019-2020.
 - 3. The City shall provide a cost of living adjustment effective the pay period closest to July 1,2020 of 2% for the year 2020-2021.

- E. Promotional-Out-of-Classification Pay:** When an employee is required to perform work which is normally required of an employee in a higher classification or which is neither specified in the employee's job specification nor related to the duties which the employee normally performs, the employee shall be paid out-of-classification pay at the first step of the higher classification or 5% above the regular pay rate, whichever is greater. Rules outlining requirements for this are outlined in the Personnel Manual and will be followed accordingly.

- F. Over-time:** All authorized time worked in excess of forty (40) hours in one (1) work week based on FLSA law.

- G. Compensatory Time:** The City recognizes that compensatory time off is a legitimate means of payment. Employees may have the option of compensatory time off or paid overtime at the rate of time and one-half, with Department Head approval, according to

designated City procedures. All compensatory time off shall be taken in the same period as earned, or no later than the pay period immediately following the pay period in which it is earned. When it is not possible to take compensatory time in the same week or the pay period following pay period earned, all compensatory time shall be paid out-

H. California Public Employees Retirement System ("CalPERS ") Contribution: All monies deposited by the employer on behalf of the employee belong solely to the employee should the employee leave CalPERS for any reason. Employees hired prior to July 1, 2014, will remain under the PERS contract for the 2% @ 50-3% @ 60, last highest year and optional sick leave credit.

Effective July 1, 2012, Employees hired prior to July 1, 2012 will contribute 8 % of the "Employee Contributions" to CalPERS.

The City will contract with CalPERS for a 2% @ 60, last highest year, and optional sick leave credit. All employees of the City beginning employment after July 1, 2012 shall pay the employee's eight percent (8%) contribution to CalPERS.

ARTICLE XIII JOB VACANCIES

All City job vacancies shall be posted in conspicuous places for at least seven (7) calendar days. However, the City need not post notice if any eligibility list is used to fill a vacancy, or if making a temporary appointment. The City will establish a promotional selection system for the purpose of allowing only qualified employees to compete for promotional vacancies. Further details are laid out in Personnel Manual.

ARTICLE XIV REJECTION FOLLOWING PROMOTION

- A.** Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of such probationary period by reason of failure of the appointing power to file a statement that the employee's services have been unsatisfactory, shall be reinstated to the classification from which the employee was promoted unless charges are filed, and the employee is discharged.
- B.** The satisfactory completion of six (6) months service constitutes the end of an employee's probationary period.

ARTICLE XV EDUCATIONAL INCENTIVE

The City recognizes the value of continuing education for its employees and provides the following:

- A. Eligibility.** Any regular full-time employee is eligible to request reimbursement for educational or training expenses as defined and provided for within this policy. All employees must satisfy the necessary prerequisites for enrollment in a course to be eligible for reimbursement for the City. The courses should be courses that are job related, improve job or department, or related within the department for advancement.
- B. Reimbursement.** Applications for educational reimbursement must be obtained from and submitted to the City Manager. Each application must be approved by the appropriate Department head and the City Manager by April 1 of year planning to attend in order to budget for expense. The City shall reimburse an employee's tuition and shall pay one hundred percent (100%) of the cost of books required while attending school. Tuition reimbursement shall be eighty percent (80%) if the employee earns a grade of "C," ninety percent (90%) for a "B," and one hundred percent (100%) for an "A". Receipts are required for reimbursement.
- C. Limitations.** Reimbursement to employees for tuition and books will be made only upon successful completion of the course or program and only provided the educational experience was undertaken at an approved or accredited agency or institution. Reimbursement is limited to \$1000 per employee per year based upon Department Head and City Manager approval.

To qualify for reimbursement, the City Manager or his/her designee shall have (upon recommendation by the Department Head) previously approved the subject matter of the courses and the agency or institution which provides the courses. This is limited to Community College, State College or Certificate programs based on Department Head recommendation and approval.

The applicant must not be receiving tuition payments or refunds for fees from other sources when requesting the same from the City, unless it is a specified amount which does not cover tuition, whereby the City may make up the difference for full tuition.

- D. Documentation.** Upon completion of the course with a passing grade or if no grade is given, proof that he/she has satisfactorily completed the course must be presented. Failure to attain a passing grade or satisfactory completion will result in denial of the employee's request for reimbursement for any educational claim for reimbursement.

Receipts showing tuition and fee payments, and payments for text materials must be furnished with the reimbursement request to the Department Head and forwarded to the City Manager for approval.

ARTICLE XVI IN-SERVICE TRAINING

The City will provide in-service training for employees prior to their operation of equipment.

**ARTICLE XVII
HOLIDAYS**

- A.** Employees shall receive thirteen (13) paid holidays without deductions from the employees leave based on their assigned schedule:
1. New Year's Day,
 2. Martin Luther King Jr.'s Birthday (floating*),
 3. President's Day
 4. Ceasar Chavez Day (floating*)
 5. Memorial Day,
 6. Independence Day,
 7. Labor Day
 8. Columbus Day (floating*)
 9. Veteran's Day
 10. Thanksgiving Day,
 11. The Friday following Thanksgiving
 12. Christmas Eve Day in lieu of Lincoln's Birthday (or day after Christmas if designated by City Manager),
 13. Christmas Day

Every day appointed by the President or Governor and approved by the City Council for a public fast, thanksgiving, or holiday. *Martin Luther King's Birthday, Ceasar Chavez Day and Columbus Day will be offered as floating holidays. City services will remain open and scheduling will be done to accommodate employees and City services (by Department Head). If the employee chooses to work the holiday, they must select another day off (during fiscal year of holiday) in lieu of the holiday. Employees shall advise the city 15 days prior to a floating holiday of an intention to take an alternate day off or be required to take the floating holiday. The holiday and day off Holidays will be paid at regular time. If all employees decide to have the holiday off, City services will remain open with limited services that Department Heads can offer. Employee must fill out leave requests to attach to timecard for recording of holiday time off.

- B.** Should a designated holiday fall on a Saturday, the Friday preceding the holiday shall be observed as a City holiday. Should a designated holiday fall on a Sunday, the Monday following the designated holiday shall be a holiday observed by the City.
- C.** An employee shall receive holiday pay when a holiday is worked.

**ARTICLE XVIII
VACATION**

Employees shall accrue vacation according to the following schedule:

- A.** One (1) to three (3) years, accumulate eight (8) hours per month
- B.** Four (4) to ten (10) years, accumulate twelve (12) hours per month
- C.** Over ten (10) years, accumulate sixteen (16) hours per month

Vacation may be accumulated as follows:

VACATION CAP: The City caps the vacation leave accrual rate at 200 hours per year. The City will reimburse any hours over the cap at the end of the fiscal year.

**ARTICLE XIX
SICK LEAVE**

- A.** Sick leave shall be accrued at the rate of eight (8) hours per month.
- B.** As of July 1, 2012, those employees with ten (10) years or more of City of California service may cash out their sick leave at seventy-five percent (75%) upon retirement from the City. Employees who have less than ten years of employment may cash out their sick leave at 50%. Employees will have the option to purchase PERS retirement credits with unused sick leave.
- C. Sick Leave Cap:** The City caps the sick leave accrual rate at 300 hours per year. The City will reimburse any hours over the cap at the end of the fiscal year at a rate of 75%
- D. Catastrophic Leave Bank.** Employees shall have the option of cashing out sick leave at the end of the year or banking leave to a secondary catastrophic leave bank. This secondary leave bank may be used for a major illness or injuries. The catastrophic leave bank may build up to 200 hours into a bank that and will not be eligible to be cashed out. An employee with a buildup of catastrophic leave hours has the option of donating those hours to one or more of their co-workers. Employees using catastrophic leave shall not be required to exhaust other sick leave.

As used here, "catastrophic illness" shall mean an illness or injury of an employee or of the employee's family, as defined in Govt. Code Section 12945.2 (c) 8: "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:

- 1. Inpatient care in a hospital, hospice, or residential health care facility.
- 2. Continuing treatment or continuing supervision by a health care provider.

Eligibility for use of such leave shall be contingent upon presentation by the employee of written confirmation from the relevant health care provider of the need for such leave and the estimated duration of such leave.

**ARTICLE XX
SICK LEAVE OF ABSENCE**

If an employee is granted a sick leave of absence without pay, the City shall pay the employee only cost of medical insurance premiums for the first three (3) months only.

**ARTICLE XXI
FAMILY DEATH LEAVE**

The City shall authorize family death leave with pay for a regular employee, when needed, due to the death of the employee's immediately family as defined in Personnel Manual: Employee's spouse (including domestic partner), parents (including step-parents), children (including step children, foster children, and domestic partner's children), sisters, brothers, grandparents, grandchildren, mother-in-law, and father-in-law. Other exceptions may apply.

- A. The employee shall give notice to the immediate supervisor in advance of taking such leave.
- B. Such absence will be limited to the time actually required and shall not exceed three (3) workdays for any (1) death.
- C. An employee may be granted up to 5 days bereavement leave if the employee is the primary coordinator of services required by the deceased or if more than 300 miles of one-way travel is required to attend to the death of a loved one.

**ARTICLE XXII
HEALTH, DENTAL, AND VISION BENEFITS**

- A. Effective with the execution of this MOU the City and Union agree that a Collective Health, Dental, and Vision (HDVB) bargaining unit will be established to advise the City on all issues HDVB issues relating to cost and levels of coverage and negotiate the relative contribution levels between the employees and the City. The Collective HDVB bargaining will be made up one (1) representative from the CC Miscellaneous Employees Union, the CC Firefighters Association, the CC Police Officers Association and the City. At least annually prior to the development of the City's annual budget the HDVB Unit will meet to assess the current cost of HDVB coverage available to the City, study viable alternatives, develop a proposal for the distribution of the cost of HDVB between the City and the Employees that is mutually agreeable between the HDVB Unit and the City.
- B. For the period of July 1, 2018 through June 30, 2021 the City shall pay employees for HDVB benefits coverage monthly:
 - 1. Employee - \$950
 - 2. Employee with 1 dependent - \$1,050
 - 3. Employee with 2 or more dependents - \$1,500All future payments by City to employees for HDVB benefits shall be agreed to by the City and the HDVB Collective Bargaining Unit by separate joint MOU.
- C. Employee who provide proof of comparable HDVB benefits being provided by another policy of coverage may elect to direct the cash equivalent of the HDVB Benefits as additional income or deposited to an available City sponsored deferred compensation. Those employees who are covered as a dependent if another City employee's HDVB benefits are eligible to receive the equivalent cost of the City HDVB benefits cash noted

above. Those selecting the cash payment shall be responsible for the taxes on such payment.

**ARTICLE XXIII
DISABILITY INSURANCE**

The City will continue to provide a disability program. The City will integrate disability benefits with the employee's sick leave accrual balance at the employee's option. The integrated plan will be at the employee's option. Employees shall sign forms as to their preference at the time of each illness. At no time shall the employee receive more than the employee received while on regular status.

**ARTICLE XXIV
UNIFORM ALLOWANCE**

The City will provide up to five (5) uniform work shirts (t-shirt alternative), a heavy jacket, and two (2) pair of safety shoes or boots (City specification) for employees who are required to wear them. Replacement of the specified items will be upon authorization and approval of the appropriate department head. The amount of \$400 is granted for "Boot Allowance". Payment shall be made in July and January of each year. The employee's supervisor or the department Director may at anytime require and employee receiving the Boot Allowance to replace their boots immediately if the boots are found to be unsafe and/or not meeting the pertinent OSHA safety footwear standards at the employees' expense.

**ARTICLE XXV
COLLECTIVE RISK MANAGEMENT TEAM**

The Collective Risk Management Team shall be comprised of no less than five (5) members; one (1) member from the Personnel Department, one (1) from Fire Department, and one (1) from Police Department, one (1) Miscellaneous Union member, and one (1) alternate. The Risk Management Team shall meet at least once each quarter to discuss any previous accidents and/or injuries and ways to resolve such in the future. The Team will also be in charge of investigating acts of wrongdoing reported to the ERMA hotline (per PARSAC regulations). The Personnel Department shall furnish copies of all reports to Risk Management Team for discussion. This may or may not be in addition to a Safety Committee.

**ARTICLE XXVI
GRIEVANCE PROCEDURE**

The City and Union agree that the grievance procedure may be modified to skip a particular person if the city official at that step is the source of the grievance. In the case of the grievance being a member of the governing body that city official will be excused from deliberations on the grievance, however, may testify before the remaining council.

The City agrees to establish appeals procedure for Minor Discipline (any disciplinary procedure action from letters of reprimand up to three-day suspension) where an employee can appeal one level of supervision up from the one imposing the discipline. These procedures will include requirements of the employee to prove that the discipline is not consistent with the actions in question. The full procedures will be outlined in the Personnel Manual and will be applicable to all City employees. This will be done no later than December 31, 2005 with the cooperation of the Unions.

At the request of either the City or the Union, the State Conciliation Service will be utilized in an advisory capacity with regard to any grievance that arises out of this Memorandum of Understanding. This service would be utilized if the Union and City Manager cannot reach an agreeable solution to a grievance.

**ARTICLE XXVII
CALIFORNIA DRIVERS LICENSE REQUIREMENT**

Every employee must have an appropriate valid California driver's license and be insurable at standard rates, if the employee's job requires driving City or personal vehicles on City business.

**ARTICLE XXVIII
EMPLOYEE ASSISTANCE PROGRAM**

The City has established an employee assistance program that offers 24/7 counseling, nursing, legal, and financial assistance for employees. The City pays this benefit in full for all full-time employees.

**ARTICLE XXIV
DRUG AND ALCOHOL ABUSE POLICY**

While it is not the City's intent to infringe upon the private lives of its employees, it has the responsibility to provide a safe and hazard free work environment. Therefore, all employees are expected to arrive at work fit for duty, and to remain so for the remainder of the work period.

No employee may enter City premises while under the influence of, or have in his or her possession, any intoxicating beverage or behavior-altering drug of any kind. Likewise, the use, sale, transfer or possession of alcohol, behavior-altering drugs or substances of any kind, illegal drugs, or controlled substances on the job, on City property, in City vehicles, or in personal vehicles while on City business is prohibited. (Employees using medication prescribed by a licensed physician may be required to provide proof that such medication is safe to take while the employee is on duty. The City will have sole discretion as to whether or not it will be safe for those employees to remain on duty.)

Employees are forbidden to consume alcohol beverages, behavior-altering drugs or substances of any kind, or illegal drugs during work time, break times or meal periods, nor may they return to work after such breaks or meal periods under the influence of such substances.

The City reserves the right to require and conduct drug and alcohol tests whenever reasonable cause exists that an employee is under the influence of alcohol or drugs.

Employees who voluntarily come forward to the City prior to a situation requiring testing based upon reasonable suspicion and who cooperate with the City with regard to treatment may not be subject to discipline. An employee who requests a leave of absence to enter a drug or alcohol rehabilitation program will be reasonably accommodated with an unpaid leave of absence to enroll in such a program if such an accommodation is not an undue hardship on the City. Employees voluntarily entering a drug or alcohol rehabilitation program may be required to provide medical validation of satisfactory completion of the program. Employees returning to work following satisfactory completion of a rehabilitation program may be subject to drug or alcohol tests without prior notice for up to one (1) year following the return date. A recurrence of a positive drug or alcohol test following return to work may lead to disciplinary action up to and including termination.

Failure to comply with these work rules may lead to disciplinary procedures up to and including termination.

CERTIFICATIONS

This MOU is adopted by City Council of the City of California City as of March 26, 2019.

CITY OF CALIFORNIA CITY:

DocuSigned by:

Robert Stockwell

Robert Stockwell, City Manager

4/29/2019

Date

CALIFORNIA CITY MISCELLANEOUS EMPLOYEES ASSOCIATION:

DocuSigned by:

Pete Sahar

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DocuSigned by:

Andrew Maxwell

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5/1/2019

Date

Performance Appraisal Instructions

Performance Appraisal for non-management employees is done a minimum of once a year for all full-time, permanent employees. The appraisals are to be discussed with the employee privately in a face-to-face discussion. The attached performance appraisal document is used to **summarize and record** the discussions that are held between supervisor and employee for the period covered by the review. As part of the process of continuous feedback, performance ratings should never be a surprise to an employee, and each employee must be given a copy of his/her review. City reserves the right to modify or eliminate the current performance appraisal form from time-to-time and will advise the Union.

Performance reviews can be given for a variety of reasons. Annual reviews are the most common, but performance evaluations can be given during probationary periods, after lengthy special projects, or as part of a performance improvement process. Regardless of the reason for a review, supervisors should ensure that the ratings are applied consistently and related to job performance.

Supervisors should rate the employee for each criterion, providing comments about specific behaviors and examples of incidents, which support the rating. City expects the employees to perform the duties of their jobs consistent with their job descriptions and in cooperation with their supervisors and City Management. While it is possible for an employee to exceed these expectations on occasion, it is recognized that if all employees performed their work at the levels identified in their job descriptions and consistent with the practices of their particular work group the Employees and the City would serve the Citizens well. Consequently, those employees rated as meeting expectations shall be moved into the available steps increase for their classification annually. The employee's performance shall be described in the following manner:

Meets Expectations: This is used to indicate an employee who is doing a good job. An employee at this level is meeting the high level of performance expected of City employees. He/she is consistently meeting the agreed upon standards for his/her position.

Needs Improvement: This area is used to indicate the areas where employees can improve. Every employee has strengths and weaknesses and this section can be used to indicate weaknesses. Any area checked here should be followed up with comments in the "development plan" section.

Unsatisfactory: This is used to show serious weaknesses in performance that impacts the overall performance of the job. Any area of performance noted as "unsatisfactory" needs activities noted in the development section, and follow-up steps and review dates outlined.

Certain jobs require that the employee be rated in areas that are unique to that position. These "**Job Specific Items**" can be made part of the performance appraisal and may include such things as:

- Special projects with objectives
- Items related to specific work areas such as "Maintains Security"

Suitable attire is defined as clothing that is not offensive to the public or other city employees and does not create an unsafe working condition for the employee or others.

Development Plan

Maintaining and improving performance is a responsibility shared by both employees and their supervisors. All performance appraisal documents and discussions should address employee development. Employees will benefit most from the development discussion if at the end of the discussion they have two concrete ideas on how to improve their performance during the next rating period.

Verification

Reviews must be discussed face to face with employees and each should be given a copy of his/her appraisal. The Department Head must review the form before it is discussed with the employee. **An employee's signature in the "verification" section does not indicate agreement with the review.** It is intended to indicate that their performance has been discussed with them.