

**COMPREHENSIVE  
MEMORANDUM  
OF  
AGREEMENT  
BETWEEN  
CITY OF SIMI VALLEY  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 721  
  
JULY 1, 2025 THROUGH JUNE 30, 2028**

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**COMPREHENSIVE MEMORANDUM OF AGREEMENT**

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**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SIMI VALLEY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721 (SEIU)**

**SECTION I RECOGNITION**

2019-44

Pursuant to the City’s Employer-Employee Relations Resolution and the Meyers-Milias-Brown Act (“MMBA”) (Government Code Section 3500 et. seq.) the City recognizes Service Employees International Union, Local 721 (“SEIU Local 721” or “Union”), as the exclusive representative of the full- and part-time regular status employees in the General Employees Bargaining Unit.

**Article 1. – Purpose**

75-79, 2019-44

It is the purpose of this comprehensive Memorandum of Agreement (“MOA”) to promote and provide for harmonious labor relations, cooperation and understanding between the City and the employees covered by this MOA, to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under the MOA and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, terms and conditions of employment.

It is agreed that the parties shall be bound by this MOA upon implementation by the City Council. Upon implementation, the MOA shall supersede any conflicting rule, regulation or ordinance of the City.

**Article 2. - Term**

This MOA shall be effective beginning on July 1, 2025 and shall expire on June 30, 2028. The specific provisions of this MOA shall be effective as specified herein.

**Article 3. - Integration**

2010-44, 2019-44

This MOA embodies the parties’ entire understanding and mutual agreement as required by Government Code Section 3505.1. This MOA constitutes an agreement and joint recommendation for ratification by SEIU Local 721’s membership, and approval and adoption in its entirety by the City Council.

**Article 4. - Conclusiveness**

94-66, 2019-44

During the Meet and Confer process that resulted in this MOA, each party had an unlimited right to make proposals with respect to any subject matter within the scope of representation. All terms and conditions of employment included in this MOA shall remain in full force and effect for the term of this MOA unless the Parties mutually agree to amend this MOA; however, neither party shall be obliged to meet and confer during the term hereof except as provided herein.

**Article 5. - Savings Clause**

94-66, 2019-44

The Parties agree that this MOA is subject to all current and future applicable federal, state, and local laws. If any provisions of this MOA conflicts with or is inconsistent with such laws, or is held invalid by operation of law or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any provision of this MOA is restrained by such tribunal or office, then such provisions will be deemed invalid and of no force of effect. In that event, all other provisions of the MOA will continue in full force and effect; and the parties shall, upon request, meet and confer over any proposed replacement provision or provisions.

**Article 6. - Modification and Waiver**

79-68, 2019-44

The waiver of any breach, term or condition of this MOA shall not bar future enforcement of all its terms and provisions. In the event of a violation of any part of this MOA, failure to object to the violation shall not waive or bar future enforcement of all provisions.

**Article 7. - Non-Discrimination**

2014-03

The provisions of this MOA shall be applied equally to all employees covered hereby without favor or unlawful discrimination based on actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or other factors not directly related to the successful performance of the job.

**Article 8. - Management Rights**

90-69, 2019-44

The City reserves, retains, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the MOA or by law, to manage the City for the citizens of Simi Valley, as such rights existed prior to the execution of this or any predecessor MOA. Without limiting the generality of the foregoing, the City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in Resolution No. 73-79 on Employer-Employee Relations, and including but not limited to the right:

- a. To determine the mission of its constituent departments, commissions, and boards and the services to be rendered thereby;
- b. To set standards of service;
- c. To determine the procedures and standards of selection for employment, promotion, demotion and layoff;
- d. To direct its employees;

- e. To take disciplinary action just for cause;
- f. To relieve its employees from duty because of lack of work or for other legitimate reasons;
- g. To maintain the efficiency of governmental operations;
- h. To determine the methods, means and personnel, including contract and/or part-time personnel, by which government operations are to be conducted;
- i. To determine the content of job classifications;
- j. To take all necessary actions to carry out its mission in emergencies;
- k. To exercise complete control and discretion over its organization and the technology of performing its work.

**Article 9. - Confidential Employees - Restricted**

90-69, 2014-03, 2019-44

The Parties recognize that employees in classifications enumerated in this section are recipients of confidential and sensitive information relating to matters of a legal, personnel, and/or employee relations nature. As such, the parties agree that such employees shall be designated as "Confidential" and that no such employee shall 1) serve as a board member, officer, or steward of the Union; 2) serve on a team which either consults, or meets and confers, with City Management over issues relating to wages or the terms and conditions of City employment; or 3) serve as a designated employee representative in any grievance or disciplinary procedure. The following personnel shall be designated "Confidential": Human Resources Division Clerical staff, Human Resources Technician, Senior Human Resources Technician, Human Resources Secretary, City Manager's Office Secretary, and Legal Technician.

**Article 10. - Coverage**

2010-44, 2019-44

Employees covered by the terms of this MOA shall be those General Unit Employees in the classifications listed in Attachment 1. Any additional classifications developed during the term of this MOA and designated by the City as General Unit classifications shall be added to those classifications listed in Attachment 1.

2025-39

Persons employed in a "temporary status" position represented by the Union are not entitled to any benefit or right set forth in this MOA unless such benefit or right is specifically set forth herein. The term "temporary status" shall have the same meaning as defined by Policy 6 of the General Unit Employees' Manual.

**Article 11. – Supplemental Transit Services**

2019-44

The Parties agree that the City benefits by maintaining its own transit services. In an effort to increase its fare-box recovery, the parties agree that the City shall have the right to supplement its ADA and Dial-a-Ride transit services through rideshare agreements with third-party rideshare companies, such as Uber and/or Lyft. The supplementing and enhancement through such third-party rideshare companies shall not be used to supplant existing services provided by City employees. The City agrees that before entering into such third-party rideshare agreements, it will provide SEIU with notice and the opportunity to meet and confer over any negotiable impacts.

## **SECTION II UNION BUSINESS**

### **Article 1. - Payroll Deduction**

79-68, 2019-44, 2021-37

This Article has been incorporated into Article 8, below.

### **Article 2. - Access to Work Locations**

75-79, 2019-44

SEIU Local 721 staff shall be given reasonable access to work locations during work hours, provided that such visits do not unduly interfere with the City's operation.

### **Article 3. - Bulletin Boards**

74-22, 94-66, 2014-03, 2015-61, 2019-44

SEIU Local 721 may use City-provided locked Bulletin Boards for the purpose of communicating normal and regular SEIU Local 721 business to its membership subject to the following conditions:

- a. Union Stewards shall be responsible for maintaining the specified SEIU Local 721 portions of these City Bulletin Boards.
- b. SEIU Local 721 agrees that it will not place on these City Bulletin Boards any material that is derogatory of any City official or other individual, or that may have a disruptive effect on the normal and efficient operations of any City activity.
- c. Location of bulletin boards to be used for SEIU Local 721 business:
  - City Hall Lunch Room
  - City Hall Expansion Area
  - Police Department Building East Hallway
  - Public Service Center Building Rear Entrance
  - Sanitation Plant Lunch Rooms
  - Waterworks Building Break Room
  - Transit Break Room
  - City Hall Public Works/Environmental Services Area

### **Article 4. - Release-Time for Union Business**

2006-38, 2019-44, Side Letter of Agreement 11-29-22, 2023-16

The City shall provide release time for specific purposes for Employees designated by the Union as "Union Stewards". General Unit Employees designated as "Union Stewards" shall be granted aggregate release-time up to a maximum of 30 total hours in each calendar month. Such release-time may only be utilized by designated Union Stewards for the purposes of meeting with representatives of the City to discuss labor relations issues; and to meet with represented Union members to discuss personnel matters; or to attend monthly Union meetings. Meetings of designated Union Stewards shall not occur on City premises.

Employees designated as Union Stewards shall request release-time of their supervisors immediately upon becoming aware of the need to discuss a personnel issue with a

General Unit employee or to attend a scheduled Chapter Board meeting normally held on the third Thursday of the month. Release time approved by the supervisor shall be noted on the Union Steward's timesheet using the pay code for Union Release, which is currently pay code 185. The aggregate amount of release-time under this Section may be accrued to a total of 48 hours. Such time shall not be utilized for purposes other than expressly authorized. Absent exigent circumstances, meetings between Union representatives and City Management shall be scheduled toward the end of the work day or employees' work shifts. The Union agrees to cooperate with the City in accounting for release time utilized and in not abusing privileges afforded by this Section.

The Union shall provide the names of employees designated as Union Stewards in writing to the City within 30 days of the effective date of this Agreement and whenever any changes occur. The maximum number of employees designated as Union Stewards shall be seven.

The Union shall seek pre-approval of release time requests for purposes other than that described above (e.g. labor negotiation meetings, ratification-voting processes) at least 72 hours prior to the time of requested release to Human Resources. The release time for these additional purposes are not counted towards the maximum monthly usage as described above.

**Article 5. - No-Strike Clause**

90-69, 2019-44, 2023-16

During the term of this agreement, neither the Union, its officers or agents nor any of the Employees shall engage in, encourage, sanction, condone support or suggest any job actions such as strikes, sympathy strikes, slowdowns, mass resignations, mass absenteeism, willful absence from one's position, stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of their duties. In the event that any individual unit member violates this section and the City notifies the Union of such violation, the Union shall immediately notify such individuals in writing to cease and desist from such action and shall instruct any such employee to immediately return to his or her normal duties. Should the employee not return within 48 consecutive calendar hours, the Union agrees and understands that said employee shall be deemed to have abandoned his/her employment with the City. It is understood by the parties that this provision is controlling so long as the parties abide by the remainder of the terms of this MOA. It is also understood that an individual employee's actions that violate the prohibitions in this clause shall cause the employee to be subject to individual disciplinary actions, in addition to the provisions herein.

**Article 6. - Regularly Scheduled Union-Management Meetings**

80-93, 2019-44

The City and Union agree that there is a possible need for regularly scheduled meetings between the Union and Management. These meetings shall be held no less than on a quarterly basis, but more often if needed, and shall involve no more than two designated Union officers.

**Article 7. - Union Representation**

94-66

The parties agree that in any situation deemed appropriate for employee representation by the Union, no more than one General Unit Employees' Representative may participate in proceedings as the employee's representative. Employee representatives may participate as witnesses, or in some other official capacity as may be necessary.

**Article 8. – Dues Deduction, Committee on Political Education (COPE), and Indemnification**

96-69, 2017-40, 2019-44, 2021-37

A. Dues Deduction

The Employer will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union.

Quarterly, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org within five (5) business days of each payday.

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

C. Indemnification

The Union agrees to indemnify and hold the Employer harmless from any liabilities of any nature which may arise as a result of the application of provisions of this Article.

**Article 9. – New Employee Orientation**

2019-44, 2025-39

The City shall provide written notice of a new employee orientation at least ten (10) business days prior to the event, unless there is an unforeseeable urgent need requiring a shorter notice period, to the Worksite Organizer (WSO) and to membership@seiu721.org. Union representatives shall be permitted to meet with new hires for up to forty-five (45) minutes during the mandatory scheduled new employee orientation and present written materials. This meeting will be exclusively for union representatives and employees newly hired into SEIU Local 721-represented classifications. The City shall grant release time for up to one steward to participate in the new employee orientation. “New hires” is defined to include any employee new to the bargaining unit represented by SEIU Local 721, including but not limited to through accretion or promotion/demotion.

Violations of this article shall be subject to the Grievance Procedure of this MOA and shall be submitted at the First Formal Step of the Grievance Procedure.

**SECTION III SALARIED COMPENSATION**

**Article 1. - Salary Compensation**

Effective on the paycheck of January 16, 2026, a one-time, lump sum payment of \$1,000 per regular status employee on payroll at the time of City Council adoption of this MOA.

Effective December 29, 2025, employee salaries and related salary ranges shall be increased by 3%.

Effective July 13, 2026, employee salaries and related salary ranges shall be increased by 3%.

Effective July 12, 2027, employee salaries and related salary ranges shall be increased by 3%.

**Article 2. - Inequity Adjustments**

2019-44

The Service Employees International Union, on behalf of General Unit employees, may request inequity studies for up to three (3) classifications in each year of the Agreement to be submitted to Human Resources no later than January 2<sup>nd</sup>. Management reserves the right to undertake such studies as it deems appropriate in its sole discretion with due consideration to recruitment and retention issues.

**Article 3. - Salary Schedule**

80-93, 2015-61, 2019-44

Employees eligible for a step merit increase and approved for a step merit increase will receive the merit increase on their merit review date.

Employees who are promoted to a higher job class shall receive a minimum of 5.5% salary increase or the lowest pay rate of the new range, whichever is higher.

**Article 4. - Merit Salary Increases**

88-89, 2015-61, 2017-40, 2019-44

Employee's Manual Policy 14.3.1 "Progression in Salary Range" shall be amended as follows:

Effective July 1, 2017, employees shall be considered for a pay increase and must receive a rating of 3 or above overall "Meets Expectations" on their annual performance evaluation to receive an increase of five percent (5%) within the classification range unless the employee is less than five percent (5%) from the top of the range and, in such a case, the increase shall be to the top of the pay/salary range.

Employee's Manual Policy 14 entitled "Compensation", Section 14.3.2, shall be amended as follows:

14.3.2 "Effective Date. The effective date of merit salary increases for full-time Regular Status employees shall be on the employee's merit

review date. All merit reviews shall be completed timely. If a merit review has not been completed within thirty (30) days after an employee's merit review date, the employee will receive a five percent (5%) increase in salary, not to exceed the top of the salary range, retroactive if necessary, to the merit review date."

**Article 5. - Standby Pay**

90-69, 2006-38, 2014-03, 2019-44, 2025-39

Employees placed on "uncontrolled" Standby status on regular days off (including flex days) and City holidays shall be compensated \$72.00 per 24-hour period. Standby compensation for all other periods shall be \$48.00 per 24-hour period.

2025-39

Employees placed on "controlled" standby shall be compensated at the federal minimum wage for all hours on controlled standby status. "Controlled" standby shall mean the employee is subject to limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. Factors to be considered include, but are not limited to: (a) whether there are excessive geographic restrictions on the employee's movements, (b) whether the frequency of called is unduly restrictive, (c) whether a fixed time limit for response exists and is unduly restrictive, (d) whether the employee can easily trade his or her standby status with another employee, and (e) whether and to what extent the employee engages in personal activities during on-call periods. (*Berry v. County of Sonoma* (1994) 30 F.3d 1174.)

2014-03

The City agrees to include Landscape Maintenance Workers and Tree Trimmers as positions eligible for Standby Pay, but the positions shall not be included in the Standby rotation.

94-66, 2014-03, 2019-44

The City agrees to provide a cell phone for any off-duty Employee whose official duties have resulted in his/her being placed on court ordered standby.

**Article 6. - Bilingual Pay**

99-39, 2006-38, 2017-40, 2019-44, Side Letter of Agreement 9-25-24

The City shall provide additional salary compensation of \$50.00 per month for up to six employees who are conversant in Spanish or another foreign language and who are required, in the normal course of their duties, to communicate in Spanish or that other foreign language with members of the public. The need to apply this additional salary compensation for another foreign language other than Spanish shall be at the sole discretion of the City Manager or their designee. Employees receiving this bilingual pay stipend must be certified as conversant in Spanish or that other foreign language by an examination developed and/or approved for use by the City's Human Resources Division. In addition, such employees shall recognize that there may be occasions when their bilingual skills may be requested outside of the employee's regular work schedule or duties; if this occurs, such employee will receive overtime pay for actual time worked.

The following job classifications shall be pre-designated as receiving the bilingual pay when vacant and funded:

- One Counter Services Technician I/II at City Hall
- One Customer Services Representative or Senior Customer Services Representative at City Hall
- One Records Technician I/II or Senior Police Records Technician at Police Department
- One Police Services Officer at Police Department
- One Transit Dispatcher or Senior Transit Dispatcher in Transit (Public Works-Public Services Center)
- One Environmental Compliance Inspector in Public Works (Public Services Center)

Those employees currently receiving the bilingual pay as of September 2024 are in Vehicle Maintenance (Public Works-Public Services Center), Transit (Public Works), and Building Inspection (Environmental Services-City Hall). Any current employee receiving the additional pay for providing bilingual services will stop receiving the additional pay at such time as one of the other pre-designated vacancies are filled within the same area. In other words, if a pre-designated City Hall position is filled, then the current employee in Building Inspection at City Hall would stop receiving the bilingual stipend the day prior to the effective date of the new hire.

In the interim, the City Manager has the discretion to apply the bilingual pay to other positions that justify the need for bilingual services to the public up to the six positions overall. This could also include moving the bilingual pay from one position to another when appropriate at the sole discretion of the City Manager or their designee.

In addition to the number of employees provided bilingual pay in the paragraphs above, the City shall provide the same salary compensation stipend for any qualified Police Dispatcher or Communications Supervisor working in Police Dispatch. Qualification will be determined by the Chief of Police based on the benefit of providing bilingual service to members of the public. Employees will be tested for fluency and certified by examination prior to receiving this stipend.

**Article 7. - Call Back Pay**

82-91, 2014-03; Side Letter of Agreement 6-4-2020

The Parties jointly agree that when an employee has finished their work shift, left the work site and is called back to duty at the work site/project site they shall receive a minimum of two (2) hours pay at time and one-half.

**Article 8. - Crew Leader/Lead Worker Assignment Pay**

88-89, 2014-03, 2019-44

Crew Leaders and/or Lead Workers shall be eligible to receive \$135.00 per month in special assignment compensation. Crew Leaders and Lead Workers who are on a leave of absence of 60 days or more are ineligible for this special assignment compensation.

**Article 9. – Police Dispatcher Trainer Pay**

93-13, 2014-03, 2019-44, 2025-39

Police Dispatchers and Communication Supervisors shall receive an additional \$135 per month when assigned responsibility for training a Dispatcher Trainee.

**Article 10. - Overtime Pay**

76-63, 2019-44

Extended day overtime, overtime contiguous to the regular shift, shall be paid at the rate of one and one-half times the employee's regular hourly rate for all hours worked in excess of 8 in any one work shift for part-time employees and employees working the traditional 5/8 workweek. Employees on the 4/10 or 9/80 alternative workweeks will be paid at the overtime rate for all hours worked in excess of their regularly scheduled workday. There shall be no duplication or pyramiding of overtime compensation.

**Article 11. - Overtime Meal Allowance Reimbursement**

99-39, 2014-03, 2017-40, 2019-44

Effective July 1, 2017, the City agrees to modify the overtime meal allowance reimbursement to provide a \$25.00 meal allowance under the following circumstances:

- 1.) The employee must be held over to work 3 or more hours overtime;
- 2.) In the event there are extenuating circumstances that require the employees to work 5 or more hours beyond their scheduled workday, the City may provide meals in some other manner.

The employee's reimbursement request shall be recorded on an area of the timesheet designated for this purpose; payment will be processed via the City's payroll system. Meals shall be taken on the employee's own time unless the employee's supervisor approves the meal to be taken on continuing work time.

**Article 12. - Overtime Computation**

82-91, 2019-44

The Parties agree that for purposes of computing premium overtime or compensatory time-off, absences due to annual leave and holidays shall be treated as time worked.

2025-39

The Parties further agree that the overtime calculation, inclusive of standby time pay, shall be as follows:  $[(\text{Total Straight Time Pay} + \text{Standby Time Pay} + \text{Other Non-Excludable Pay}) / \text{Total Hours Worked}] \times [0.5] \times [\text{Number of Overtime Hours Worked}]$ . This calculation is intended to be in compliance with, and not in conflict with, FLSA requirements.

**Article 13. - Compensatory Time Off**

96-69, 2006-38, 2019-44, 2021-37

The parties agree that the administration of the use of compensatory time shall be identical to the present administration of the use of Annual Leave, specifically including the employee's right to select which time to use for time off.

Employees may take compensatory time off in lieu of time and one-half overtime pay at the Department Head's discretion. Employees may accumulate time off in lieu of overtime

compensation up to maximum available compensatory time of one-hundred twenty (120) hours. Employees in the classifications of Dispatcher and Dispatcher Trainee shall be limited to a maximum total accumulation of 180 hours of compensatory time per fiscal year. Employees shall schedule compensatory time off in writing in advance whenever unrelated to illness, subject to the Department Head's written approval. The employee shall provide the supervisor or Department Head with reasonable notice of an absence; the Department Head shall have the authority to approve or deny the use of compensatory time off for any period of absence unrelated to illness or injury. The scheduling of the time off shall be approved or denied by the Department Head with due regard to the wishes of the employee and the needs of the City. Employees who are off for three or more days due to illness or injury may be required to provide a physician's statement authorizing their return to work.

**Article 14. - Holiday Pay**

90-69, 2017-40, 2019-44

General Unit Employees who may be required to work on a holiday recognized by the City shall be compensated for such time worked at the rate of one and one-half times their regular rate of pay, in addition to their holiday pay.

2025-39

Employees who are assigned to 6-day-a-week operations (such as Transit), employees regularly scheduled to work Saturday, and Police Dispatch employees, paid holidays shall be observed on the day on which the holiday actually occurs (not the observed date if different).

**Article 15. - Probationary Salary Increases**

77-148

There shall be no merit increase during the probationary period.

**Article 16. - Certificates and Licenses**

88-89, 96-69, 2014-03, 2019-44

The City shall pay for the initial examination and renewal of the following certificates, licenses, or endorsements on a reimbursement basis, upon receipt of original certificates, licenses, or endorsements:

1. Wastewater Treatment Plant Operator Certification Grades Operator In Training (OIT), I, II, III, IV, and V issued by the California State Water Resources Control Board certificates for Wastewater Treatment Plan Operators, Grades I, II and III.
2. All Class A, State of California Department of Motor Vehicles licenses as required and approved by management (including the cost of required physical examinations).
3. Water Treatment Facility Staff Certification Grades T1, T2, T3, T4, and T5 and Distribution System Staff Certification Grades D1, D2, D3, D4, and D5 issued by the California Department of Public Health or other industry

recognized professional certifying or licensing organization for Waterworks Services Trainee, I, II, and III and Waterworks Systems Technician.

4. California Water Environment Association Certification Grades 1, 2, 3, and 4 for Collection System Technician I and II, Laboratory Technician, Senior Laboratory Technician, and Environmental Compliance Inspector.
5. State of California Department of Motor Vehicles Class B licenses and required endorsements for Plant Operator I, II, and III (if assigned to Wastewater), Wastewater Collection System Technician Trainee, I, and II, and Transit Coach Operators, including any medical examination costs related to the subject renewal.
6. Distribution System Certification Grades D1, D2, D3, D4, and D5 issued by the California Department of Public Health for Public Works Inspector (Water).
7. International Society of Arboriculture Arborist Certification for Senior Tree Trimmer.
8. If required in job description then the City will pay for the initial and renewal certification and license.
9. Recertification of Building Inspectors covered under AB717.

**Article 17. - Salary and Benefit Survey**

92-79, 2019-44

The City shall review the following survey agencies for the City's use in determining salary and benefit levels for comparable classifications in other agencies: Agencies - Cities of Camarillo, Oxnard, Thousand Oaks, Ventura, San Fernando, Santa Clarita, Burbank, and County of Ventura. Survey components: Salary, Medical, Dental, Vision, Disability, Retirement (PERS/Social Security), Deferred Compensation, Paid Absences.

**Article 18. - Jury and Witness Duty**

96-69, 2019-44

Employee's Manual Policy 30, Section 30.1 shall be amended to include the following language: "Compensation continued under this section shall be limited to two (2) weeks per year; employees required to serve longer than two (2) weeks shall continue to receive compensation pursuant to this section, notwithstanding the two week limit, provided that the employee could not have reasonably contemplated that such service would extend beyond the allowable compensation limit and took reasonable steps to avoid such service."

Employees assigned to night shifts who perform eight (8) hours of jury service shall have their shifts adjusted for the day.

**A. Jury Duty Court Appearances**

Employees shall be entitled to time off without loss of pay to serve on a jury. Employees must provide advance notice of their jury summons to their supervisors upon receipt. The jury confirmation form provided by the County Clerk shall be submitted to their supervisor when reporting for their next work shift.

Employees who do not provide validation of jury duty status will not be eligible to receive pay for that time, unless the employee utilizes their own Annual Leave or other available leave banks.

Public employees are not eligible to receive jury service pay. Employees are required to notify jury services staff that they are a public employee. Employees are eligible to receive and keep any statutory mileage reimbursement received in conjunction with jury appearance.

Employees who are required to report for jury duty on days they are not scheduled to work will not receive pay for jury duty. Flex Days provided under City Policy 21, Alternative Workweeks, are regularly scheduled non-working days, and employees are ineligible for any compensation when an employee serves jury duty on regularly scheduled non-working days. Employees assigned to a night work shift, and performing jury duty during the day, shall have their work shift adjusted to a day shift for the affected day(s). Volunteering for Grand Jury service is not covered under these provisions.

**B. Summons To Testify For City**

An employee summoned to court or scheduled to testify for the City during his/her regular shift shall be paid at his/her regular rate of pay. Travel time to and from the court will be included in the shift schedule.

If the court date is scheduled on the employee's scheduled day off and a shift adjustment is not an option, the employee shall be compensated at his/her regular rate of pay for a minimum of two (2) hours. The employee shall be paid for all time necessary for travel between the City and the court, and to attend the court appearance. The employee is responsible to provide a verifiable court generated document to validate the time in court.

Employees are responsible for notifying a supervisor and providing a copy of the court summons on the first regularly scheduled work date after receipt of the summons.

**C. Personal Court Appearance**

An employee summoned to attend any court proceeding due to personal reasons during his/her scheduled shift shall be required to use their accrued annual to cover the absence. If an employee does not have enough paid time to cover the absence, it will be unpaid. Employees must notify their supervisor and provide a copy of the court summons on the first regularly scheduled work date after receipt of the summons.

In the event an employee is legally subpoenaed to appear as a witness by SEIU for a matter before the Public Employment Relations Board or in a matter not related to his/her duties as a City employee, the employee should be granted the use of accrued annual leave time to comply with the directive of the subpoena.

### **Article 19 –Off Duty Contact Pay**

2014-03

Whenever an employee responds to a contact by the Department/City while on off-duty or standby status to take action needed to maintain the continuity of City business without the necessity of having to personally report for duty, such employee shall receive a minimum of one hour of compensation at the overtime rate of time and one-half, subject to the following limitations:

1. Only the first disturbance call made in any one (1) calendar day shall qualify for the minimum one hour of compensation described above. The time actually spent on such disturbance call will be considered hours worked for that workweek. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of ten (10) minutes or more in that same calendar day shall be for actual time worked.
2. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.

### **Article 20 – Police Dispatcher Night Shift Differential Pay**

Side Letter of Agreement 6-21-23

Police Dispatchers and Communications Supervisors shall receive an additional five percent (5%) upon their current base pay, inclusive of specialty base pays active at the time, for any time worked between the hours of 8:00 p.m. and 6:00 a.m. the following day. Employees that fulfill a portion or all of a vacant shift on overtime worked within the hours of 8:00 p.m. to 6:00 a.m. the following day shall receive the seven and one-half percent (7.5%) differential pay. Since the assignment of this overnight shift is not expected to be assigned only to certain personnel, it is not intended to be included as special compensation reported to CalPERS.

### **Article 21 – Compensation Study**

2025-39

The City shall provide a copy of their compensation study for General Unit positions no later than December 1, 2025.

The Parties shall reopen discussions (Meet and Confer) on the results of the compensation study between January 1, 2026, and January 15, 2026, and shall conclude the Meet and Confer process no later than February 28, 2026.

The Parties shall use Median, Total Compensation (salary, insurance, and other economic benefits, excluding pension), and Benchmark classifications (as defined within the MOA) for purposes of Meet and Confer.

The City agrees to bring all Benchmark and associated classifications up to Median, Total Compensation, based on the above referenced compensation study, for each classification that is found to be below median, no later than October 30, 2028: implemented equally in four (4) increases – one increase shall occur on the first full pay period that includes July 1, 2026 (effective June 29, 2025), the second increase shall occur on the first full pay period that includes July 1, 2027 (effective June 28, 2027), the third increase shall occur on the first full pay period that includes July 1, 2028 (effective June 26, 2028), and the fourth (and final) increase shall occur on the first pay period inclusive of October 15, 2028 (effective October 2, 2028).

The Meet and Confer process shall be limited to:

- a. Any discrepancies or disputes with the compensation study results;
- b. The Parties agree to maintain a list of any and all disputes regarding the compensation study results, and the parties agree to submit such disputes to expedited binding arbitration, no later than March 31, 2026, with the intent to resolve such disputes by April 30, 2026.

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**SECTION IV BENEFITS**

**Article 1. - Retirement**

77-148, 99-39, 2006-38, 2010-44, 2014-03, 2015-61, 2019-44

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS). An employee's retirement benefit plan will be based on the employee's date of hire and whether the employee qualified as a "Classic" or "New Member" as those terms are defined in the Public Employee Pension Reform Act of 2013 (PEPRA).

Classic Member	2% @ 55	Hired prior to 1/1/2013 and eligible transfers
New Member	2% @ 62	Hired on or after 1/1/2013

**A. Classic Members: 2% @ 55**

1. The following is a summary of CalPERS contract provisions for Classic Members:
  - a. One Year Final Compensation - Single Highest Year
  - b. 4<sup>th</sup> Level 1959 Survivor Benefits
  - c. Military Service Credit as Prior Service
  - d. Public Service Credit for Peace Corps or AmeriCorps Vista Service

**B. New Members: 2% @ 62**

1. The following is a summary of CalPERS contract provisions for New Members:
  - a. Three Year Final Compensation - Highest average annual final compensation during a consecutive 36-month period subject to the cap
  - b. 4<sup>th</sup> Level 1959 Survivor Benefits
  - c. Military Service Credit as Prior Service
  - d. Public Service Credit for Peace Corps or AmeriCorps Vista Service
2. New Members shall contribute 7% of total pensionable income to their CalPERS retirement plan. New Members are required to contribute at least 50% of the normal costs, which are subject to change on an annual basis based on actuarial analysis.
3. Effective December 28, 2015, all New Members shall pay the full member contribution for pension benefits according to the CalPERS actuarial published for each fiscal year. The contribution amount shall encompass the July 1 effective date each year, based on the Actuarial Studies. . The

City shall provide a copy of the Actuarial Study to SEIU Local 721 as soon as it is available to document the change.

**Article 2. – PEPRA and Transit Employees**

2014-03, 2015-61, 2019-44

Following ratification and adoption of the MOA by SEIU 721 and the City, the parties agree to meet and confer within 30 days of a subsequent court or other federal or state ruling regarding the Public Employee Pension Reform Act (PEPRA) specific to Transit employees.

**Article 3. - Holidays**

76-63, 77-145, 84-11, 2010-44

The following are recognized holidays for regular, full-time employees:

- January 1 - New Year's Day
- Third Monday in January - Dr. Martin Luther King Jr. Day
- Third Monday in February - President's Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- December 24 - Christmas Eve
- December 25 – Christmas

2014-03

Effective January 1, 2014 if any other City bargaining unit receives another holiday during the life of the MOA, the general unit will also receive equivalent holiday time.

88-89, 2019-44

Employees assigned to facilities other than City Hall shall work their regularly assigned schedule, subject to the following: if December 24th falls on a Wednesday, then the Christmas Eve holiday will be observed on December 26th; if the Christmas Eve holiday falls on a Friday, then the Christmas Eve holiday will be observed on December 23rd; and if the Christmas Eve holiday falls on a Sunday, then the Christmas Eve holiday will be observed on December 22nd.

2015-61, 2019-44, 2021-37

Regular full-time employees shall receive an 8-hour floating holiday. Regular part-time employees shall receive a pro-rated floating holiday benefit based on their part-time status (i.e., a 50% part-time employee will receive 4 hours.) The floating holiday benefit may be used by employees in whole or in part at any time during the calendar year for which it is granted, however it may not be cashed out. Any part of the floating holiday benefit that is not used can roll over one time into the following calendar year beginning in 2022. If the roll over floating holiday benefit is not used in the following calendar year, it will be forfeited. The goal of providing the ability to rollover the floating holiday is to

work toward a holiday closure. The use of floating holidays is subject to the scheduling provisions of Section IV, Article 15, Annual Leave.

2021-37, Side Letter of Agreement 3-12-25  
Effective upon approval of this contract, employees will be granted full holiday pay that corresponds with their regular shift.

**Full-time Employee** example: Should a holiday fall on a 9-hour shift for a regular full-time employee, that employee would be provided holiday pay for the entire nine hours without being required to add an additional hour of paid time off from their leave bank.

**Regular Part-time Employee** example: A regular part-time employee hired to work 36 hours per bi-weekly pay period (75% FTE percentage of full-time status) will be provided with holiday pay sufficient to compensate the employee for all hours regularly worked by the employee. Therefore, such an employee who regularly works 8 hours on Mondays would receive 8 hours of holiday pay for a holiday on a Monday. A regular part-time employee with a variable work schedule will be provided with holiday pay based on their FTE (percentage of full-time status).

When a holiday falls on an employee's regular day off, full-time employees will be able to bank 8 hours of Holiday Compensation for later use and regular part-time employees will bank prorated holiday compensation (percentage of full-time status).

For regular part-time Transit Coach Operators (TCOs) and Transit Dispatchers, Holiday Pay and benefit adjustments are made every six months by Human Resources retroactively (HR runs reports on actual hours worked and adjusts as needed). As such the regular part-time Transit personnel will continue to receive a prorated benefit for all paid holidays, regardless of whether the observed holiday falls on a regular shift day or not. If adjustments to holiday pay are necessary, they will be made based on actual FTE in the six-month look back period under the retroactive process.

**Article 4. - Medical, Dental and Vision Care Insurance**

90-69

The City and General Unit Employees agree to discontinue the City-paid health insurance contribution after an employee has been on leave without pay for twelve months.

2014-03, 2019-44

The City contracts with CalPERS for medical insurance coverage through the Public Employees' Medical and Hospital Care Act ("PEMHCA"). Eligible new hires are covered under the program on the first day of the month following enrollment.

For employees enrolled in a CalPERS plan, the City shall pay the required PEMHCA statutory minimum on behalf of each participant. A participant is defined as:

1. An enrolled employee and eligible dependents;

- 2. An enrolled retiree and eligible dependents; and
- 3. A surviving annuitant.

The PEMHCA minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If an employee chooses not to enroll in a CalPERS Health plan, the PEMHCA minimum contribution cannot be used for any other purpose.

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, employees will be limited to those plan options offered by CalPERS.

Dental and Vision Insurance 2010-44, 2025-39

Effective for the premiums due for the month following City Council adoption of this MOA, the City shall pay 100% of the premium costs of dental and vision insurance. For example, if the City Council approves this MOA in January, the February premium costs for dental and vision would be 100% paid by the City for March coverage.

Simi Flex Benefit 2015-61, 2017-40, 2019-44, 2021-37, 2023-16, 2025-39

In addition to the required statutory PEMHCA contribution, eligible regular employees shall be provided with a flexible benefit package (Simi Flex dollars), which may be used by the employee to offset the employee’s cost of medical, dental, and/or vision insurance and other health-related benefits.

For the 2026, 2027, and 2028 Plan Years (deductions beginning with the first pay period in December of each year), the maximum Simi Flex amount will be \$2,406 per month for both Region 2 and Region 3 as defined by CalPERS. Beyond the cost of the health care premiums, cash paid to the employees may be used to offset health-related benefits (i.e. Section 125 benefits). The maximum monthly cash back of unused Simi Flex benefit shall not exceed the opt-out amount of \$251.30. The Simi Flex benefit is prorated for part-time employees in accordance with the percentage of time regularly worked compared to full-time employees.

**Article 5. - Retiree Medical Insurance**

94-66, 2019-44

The parties agree that on or after the effective date of this Agreement all employees who retire after the effective date hereof with at least 5 years of permanent full-time City employment will be allowed to continue insurance coverage at the retiree's cost under the City insurance plans for a period of up to 5 years or age 65, whichever is earliest. It is understood that the City will make no financial contribution to the premiums for this insurance coverage.

2002-55, 2019-44

The City shall place in a trust fund for the purposes of paying the medical insurance premiums for employees who retire on or after July 1, 2002 an amount equal to one percent for each year of the MOA of total annual salary paid to the employees. This amount shall be used in all future calculations of total compensation analysis. The disbursement of any monies from this account shall be mutually agreed to between the

City and Union in accordance with an actuarial study. City agrees to retain actuarial consultant by September 15, 2002.

**Benefit Period**

Employees who retire from the City after July 1, 2002 and were hired prior to July 1, 2010 may select one of the following options for health coverage:

Option One

The City shall contribute the benefit amount described below for employee-only coverage for active employees on the City's group health plan for a period of 24 months for retirees that served ten (10) years with the City prior to retirement. Retirees who served more than 10 years with the City prior to retirement will receive an additional four (4) months of coverage for each additional year of service. The maximum benefit a retiree can receive shall be eight (8) years of coverage, including the initial 24-month period.

<b>Years of Service</b>	<b>Benefit Duration</b>	<b>Years of Service</b>	<b>Benefit Duration</b>
10	2 years	20	5 years 4 months
11	2 years 4 months	21	5 years 8 months
12	2 years 8 months	22	6 years
13	3 years	23	6 years 4 months
14	3 years 4 months	24	6 years 8 months
15	3 years 8 months	25	7 years
16	4 years	26	7 years 4 months
17	4 years 4 months	27	7 years 8 months
18	4 years 8 months	28 or more	8 years (maximum)
19	5 years		

Option Two

The City shall contribute the benefit amount described below for employee-plus-one coverage for active employees on the City's group health plan for a period of 12 months for retirees that served ten (10) years with the City prior to retirement. Retirees who served more than 10 years with the City prior to retirement will receive an additional two (2) months of coverage for each additional year of service. The maximum benefit a retiree can receive shall be four (4) years of coverage, including the initial 12-month period.

<b>Years of Service</b>	<b>Benefit Duration</b>	<b>Years of Service</b>	<b>Benefit Duration</b>
10	1 year	20	2 years 8 months
11	1 year 2 months	21	2 years 10 months
12	1 year 4 months	22	3 years
13	1 year 6 months	23	3 years 2 months
14	1 year 8 months	24	3 years 4 months
15	1 year 10 months	25	3 years 6 months
16	2 years	26	3 years 8 months
17	2 years 2 months	27	3 years 10 months

18	2 years 4 months	28 or more	4 years (maximum)
19	2 years 6 months		

**Benefit Amount**

2014-03, 2015-61, 2019-44

If the retiree elects Medicare supplement coverage during the applicable benefit duration, the City will pay the amount of that premium on the retiree’s behalf for the remainder of the benefit duration. In no event, however, will the City-paid benefit amount exceed the premium of the lowest cost **under 65** medical plan with CalPERS.

For the 2016 and 2017 Plan Years, the City shall reimburse to an eligible retiree an amount equal to the average premium (City’s Designated Region as determined by CalPERS) of all Anthem HMO, Blue Shield HMO, and Kaiser HMO medical plans, or the actual premium amount of the selected medical plan, whichever is less. Retirees shall pay premium amounts that exceed the City’s reimbursement as described in this paragraph.

**Benefit Options**

2014-03, 2019-44

Eligible retired employees have the option of paying for health coverage beyond the benefit duration provided by the City in accordance with PEMHCA regulations.

Retired employees may elect to participate in the City’s group dental and vision plans, at the prescribed premium rates with no City contribution. These plans must be purchased together in accordance with carriers’ terms.

2006-38, 2019-44

The City shall place in a trust fund for the purposes of paying the medical insurance premiums for employees who retire on or after July 1, 2006 an amount equal to .25 percent for each year of the MOA of total annual salary paid to the employees. This amount shall be used in all future calculations of total compensation analysis. The disbursement of any monies from this account shall be mutually agreed to between the City and Union in accordance with an actuarial study. City agrees to retain actuarial consultant at City’s expense by August 15, 2006. In no event shall retiree medical benefits paid exceed the available resources in this account, nor shall any liabilities be incurred by the City.

2010-44, 2019-44

The City shall place in the existing trust fund for the purposes of paying the medical insurance premiums for employees who retire after July 1, 2002 and were hired on or before June 30, 2010, an amount equal to one percent of total annual salary paid to the employees. Employees hired on or after July 1, 2010 shall not be eligible to receive a retiree medical benefit. If the City’s actuarial study shows more than 1% of salary is needed to fully fund this benefit, then S.E.I.U. agrees to meet and confer in order to either reduce the benefit or increase the payment in order to fully fund the benefit. In no event shall retiree medical benefits paid exceed the available resources in this account, nor shall any liabilities be incurred by the City.

2014-03, 2019-44

For eligible retirees enrolled in a CalPERS plan, the City shall pay the required statutory minimum on behalf of each eligible retiree. The City shall pay up to the lowest cost medical plan for employees hired prior to July 1, 2010 in accordance with the above provision for Option 1 and 2 above. Any amount due a retiree above the minimum contribution will be reimbursed through a Retirement Health Savings Plan (RHS). The minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If an employee chooses not to enroll in a CalPERS Health plan, the minimum contribution cannot be used for any other purpose.

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, employees will be limited to those plan options offered by CalPERS.

2014-03, 2015-61, 2019-44

During the 2010 Bargaining process, it was agreed by the parties to include language codifying the joint agreement to continue the retiree medical trust fund contribution by the City so that the future negotiations for this benefit would not be required. Due to an oversight by the parties, it was not included in the printed copy. This is now corrected to reflect the intent of the parties to continue this ongoing benefit with the City's continued contribution to the existing trust fund, if necessary.

The City shall maintain the existing trust fund for the purposes of paying the medical insurance premiums for employees who retire after July 1, 2002 and were hired before June 30, 2010. No further employee contributions will be required for retiree medical benefits vested through December 31, 2013. However, employee contributions for "CalPERS" retiree medical benefits vested beginning January 1, 2014, will be subject to collective bargaining.

**Article 6. - Life Insurance**

88-89, 96-69, 2002-55, 2014-03, 2017-40, 2019-44

The City provides group term life insurance coverage to \$101,000 for each employee, and \$5,000 for eligible dependents of each such employee.

**Article 7. - IRS Section 125 Plan**

90-69, 2019-44

The City shall implement a Section 125 pre-tax benefit deduction plan for employees. In addition, the City shall establish payroll deductions for the following types of supplemental benefit plans: life insurance (whole and/or term); cancer insurance; and accident/sickness insurance (short term only). Such plans shall not compete with nor supplant group benefit plans presently provided by the City. Employees will be authorized a maximum of 30 minutes release-time to meet with representatives for the purpose of enrolling in the Section 125 Plan and/or supplemental benefit plan(s).

96-69

Effective January 1, 1997, the City will expand the Section 125 Plan to include a medical care reimbursement program component subject to terms currently provided under the dependent care reimbursement program.

**Article 8. - State Disability Insurance**

82-91, 2019-44

The City shall elect participation for represented employees in the State Disability Insurance program.

**Article 9. - Industrial Sick Leave**

80-93, 2019-44

In the event that an employee is absent from work as a result of an injury or illness which is accepted by the City as occurring or arising out of the course of his or her employment with the City, industrial sick leave shall be granted. Such leave shall begin on the first full workday after the City's acceptance. The maximum amount of industrial sick leave shall be three days for each occurrence. Industrial sick leave is provided in addition to Annual Leave; however, compensation shall not exceed the employee's normal compensation.

**Article 10. - Employee Assistance Program**

90-69, 2019-44

The City provides an Employee Assistance Program for employees. Details of the Employee Assistance Program are set forth in the City of Simi Valley Employee's Manual.

**Article 11. - Employee Attire**

2014-03, 2019-44

Transit Coach Operators in part-time positions on the first day of the month shall receive \$25.00 per month in compensation for Uniform Maintenance and Shoe Allowance, payable on the second paycheck of the month.

90-69, 2015-61, 2019-44

Uniforms for Transit Coach Operators, Police Service Officers, and Police Dispatchers/Trainees - The City shall provide an initial issuance of a total of five pants/shirts to Transit Coach Operators, Police Service Officers, and Police Dispatchers/Trainees.

94-66, 2014-03, 2015-61, 2019-44

Police Service Officers, Transit Operations Assistants, and Transit Coach Operators in permanent full-time positions on the 1st day of the month shall receive \$40.00 per month in compensation for Uniform Maintenance and Shoe Allowance, payable with the second paycheck of each month.

98-92

All Police Dispatchers/Trainees in part-time permanent positions on the 1st day of the month shall receive \$25.00 per month, and Police Dispatchers/Trainees in full-time positions shall receive \$40.00 per month, for Uniform Maintenance and Shoe Allowance, payable with the second paycheck of each month.

80-93, 2019-44, Side Letter of Agreement 8-28-24

Uniforms for other General Unit - The City shall provide at least five uniform sets (unless otherwise noted) and maintenance of such for those employees so designated in "Attachment 2". Police Records Technician I/II and Senior Police Records Technician employees shall receive two short-sleeved and one long-sleeved uniform polo shirt. Employees who are provided with uniforms shall be required to wear uniforms during all working hours. Uniform replacement shall be provided by the City if and when the City determines replacement to be necessary.

Department Policy, 2015-61, 2017-40, 2021-37

Uniform Shorts - Uniformed employees in the following Public Works Department may wear City provided shorts during working hours:

Public Works Maintenance Division:

- Custodial Section

Waterworks Division:

- Customer Service Section (field employees)
- Plant Operator I/II/III

Sanitation Division:

- Operations and Maintenance Sections, except when employees are (a) handling or are in proximity to liquid sludge, or caustic/acid chemicals or, (b) in proximity to heated metal surfaces, such as blowers, pumps, etc., or (c) entering into confined spaces.

Line Maintenance Crews:

- Except when employees are required to enter manholes or other confined spaces.

Transit Division:

- Transit Coach Operators

The City will procure two pairs of standard issue shorts, on an annual basis, for all employees who request shorts, currently have City-provided uniforms and are included on the above "shorts approved" lists. Only the issued shorts may be worn on the job.

Non-Uniform Shorts - Non-Uniformed Public Works Inspectors and Building and Safety Inspectors may wear their own shorts during working hours.

Employees in these job classifications desiring to wear shorts, may wear those which are neatly maintained and present an acceptable public image. Acceptable shorts are walking shorts, with pockets, in a solid, conservative color. Specifically excluded are "surfer" shorts, multi-color shorts, gym shorts without pockets, or other shorts which do not resemble the City standard-issue shorts. Non-uniformed employees shall also wear shirts which present an acceptable public image. Acceptable shirts shall be conservative and

muted in color. Shirts such as T-shirts, and those with no collars, are specifically excluded.

2015-61

The wearing of Uniform Shorts or Non-Uniform Shorts may be suspended by the immediate supervisor in consideration for safety concerns on a specific work day(s). Safety concern examples would include employee's proximity to caustic/acid chemicals, hot asphalt/paving material, concrete mixing/pouring, heated or sharp metal surfaces, or similar hazards. All other employees are prohibited from wearing shorts during working hours.

2017-40, 2023-16

The contract with Prudential for uniform services expires on October 5, 2025. A workgroup of SEIU representatives, City Department staff and an HR representative will convene for uniform options prior to the renewal or issuance of an RFP for the uniform contract.

**Article 12. - Safety Boot/Footwear Allowance**

80-93, 2019-44

The City shall provide an initial pair of safety boots to those employees in the classifications designated in "Attachment 3". The boots provided will meet Cal-OSHA requirements. A replacement pair of boots shall also be provided by the City as it may determine is needed; however, the City shall not replace said boots more often than once every two years.

90-69, 2006-38, 2014-03, 2019-44, 2021-37, 2025-39

The City shall provide a Safety Boot/Footwear Allowance in the amount of \$400.00 per year, to be used by the employee as required by the City, Cal-OSHA requirements and meeting standards established by the City. The Allowance shall be prorated, based on date of hire, during the first year of employment. Payment shall be paid by January 15<sup>th</sup> of every year. Those classifications designated as eligible for said safety boot allowance are listed in "Attachment 3" to this MOA. Attachment 3 will be amended to include Waterworks Meter Reader. Failure of an employee listed in Attachment 3 to wear appropriate Safety Boots/Footwear when on duty may result in Disciplinary Action for violation of City Safety Policies.

Appropriate Safety Boots/Footwear shall mean boots/footwear that meets the safety or protection requirements of all jobs to be performed by the worker during a particular shift or job assignment. Footwear, including shoes or boots, shall be durable and designed for protection against potential workplace hazards. For example, it may be necessary to use footwear that provides toe protection from rolling or crushing objects and be equipped with a sole plate that resists penetration by sharp objects. In some applications shoes should be nonconductive where there is possibility of electrical hazards. Other examples include protection for slippery surfaces or chain saw protection. The boots/footwear should be immediately available for use by the employee, e.g., onsite or in their vehicle, in the event their job assignment changes during their shift.

Example: A Meter Reader would not be required to wear safety boots/footwear while conducting meter reads. However, if a Meter Reader is called out to assist in a meter replacement and/or move a meter box Safety Boots/Footwear would be required and would therefore need to be in the vehicle, ready for use.

**Article 13. - Annual Leave**

82-91, 92-79, 2014-03, 2017-40, 2019-44

Regular employees shall accrue Annual Leave with pay to be used for vacation, illnesses and other personal reasons. Employees accrue paid leave as provided by the following policy to be used in the future or may convert accumulated Annual Leave to salary compensation under the specified conditions set forth below:

2019-44

Accrual Rate – Employees shall accrue Annual Leave at the end of each pay period, as follows:

General Unit Employees who have completed less than five (5) years of service shall accumulate Annual Leave at the rate of 8.0 hours per pay period (208 hours per year or 26 8-hour days per year.)

Employees who have completed five (5) to nine (9) years of service shall accumulate Annual Leave at the rate of 9.15 hours per pay period (237.9 hours per year or 29.74 8-hour days per year.)

Employees who have completed ten (10) or more years of service shall accumulate Annual Leave at the rate of 10 hours per pay period (260 hours per year or 32.5 8-hour days per year.)

Advance to New Hires - Upon hire, new full-time employees shall be granted 48.90 hours of Annual Leave accumulations. Such employees shall not, however, accumulate any additional Annual Leave until after completion of three months of continuous service. If such employment is terminated during the first three months of such employment, Annual Leave accumulations shall be adjusted to the actual amount that would have been accumulated. If such employee's use of Annual Leave during the term of employment exceeds the adjusted accumulation amount, then the employee shall refund to the City an amount equal to the excess of hours multiplied by the employee's hourly salary compensation rate.

2019-44

Maximum Accumulation – The maximum accumulation of Annual Leave for employees shall be 620 hours. If such employee has accumulated the maximum number of hours, accumulation of Annual Leave will be discontinued. Accumulations shall begin again on the first day of the pay period following a reduction in accumulations below the maximum.

2019-44

Scheduling - Annual Leave shall be scheduled in advance by each employee whenever unrelated to illness, subject to the approval of the department head. It is the responsibility of the employee to provide the supervisor or department head with reasonable notice of an absence. The department head shall have the authority to approve or deny the use of Annual Leave for any period of absence unrelated to illness or injury. The scheduling of the use of Annual Leave shall be by the department head with due regard to the wishes of the employee and the needs of the City. Employees who are off for three days or more due to illness or injury may be required to provide a physician's statement authorizing their return to work.

2019-44

Conversion Upon Separation - Employees who separate their employment shall have all Annual Leave accumulations converted to salary compensation at the employee's then current rate. Compensation shall be paid in one lump sum. Annual Leave shall not be used to extend an employee's actual date of separation. When notice is given by an employee that he/she is terminating, the use of Annual Leave shall be suspended.

81-92, 2019-44, 2021-37

Conversion to Salary - Employees may convert Annual Leave accumulations to salary in accordance with the terms set forth below.

A. Eligibility

This provision applies only to those employees with one or more years of service with the City as of the first working day of December in the year which the conversion is requested and who has a balance of 20 hours remaining after deduction of the hours subject to the cash out election.

In addition, an employee must use forty (40) hours of accrued annual leave during the twelve (12) months immediately preceding the submission of the cash-out election. For this purpose, "use" shall mean actually taking time off work and being paid annual leave pay for such time off.

If an employee has not met the foregoing requirements, the employee will not be eligible to make a cash out election.

86-106, 2019-44, 2021-37

B. Cash Out Terms.

Employees will have the opportunity to declare their intent to cash out annual leave that will accrue after the election in accordance with the following conditions:

1. No less than 8 hours and not more than 180 hours of annual leave may be converted to salary during a fiscal year.
2. By December 15 of each year, employees can declare their intent to cash

out annual leave that they will earn during the following calendar year. Only annual leave hours accrued in the calendar year for which an election is made may be cashed out. Cash outs for annual leave hours accrued in a prior calendar year are not allowed. For example, elections made by December 15, 2021 shall apply to hours accrued in 2022.

3. There will be two pay out opportunities available to employees. The first pay out date will be the first pay date in July, and the second pay out date will be the first pay date in November.
4. Once an election is made, it cannot be rescinded.
5. Cash out amounts will be based on the employee's base hourly rate of pay at the time of the pay out.

Employees will be eligible for partial cash outs if the full amount of hours elected are not available at the elected time of cash out. For example, if an employee elects to cash out 40 hours of Annual Leave, but only 20 hours are available, 20 hours would be cashed out.

Employees will be required to complete the City's standardized Annual Leave Cash Out Form by December 15 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash. Failure to submit an Annual Leave Cash Out Form with an irrevocable election by December 15 of each year shall be the same as not electing to cash out annual leave during the following calendar year.

Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.

#### C. Exception – Unforeseeable Emergency

Employees who experience an unforeseeable emergency may elect to cash out annual leave hours, including hours that have accrued. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee. The amount of the cash out shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out. Whether an occurrence is an unforeseeable emergency shall be determined by the City Manager in their sole discretion.

#### D. Reopener

If it is subsequently determined by the City, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions

in place prior to October 2021 or substantially similar, will not trigger constructive receipt of income from accrued leave, the union may, at its sole option, compel the City to reopen negotiations in order to restore the leave redemption provisions in place in October 2021 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

90-69, 2014-03, 2019-44, 2021-37

Employees may cash-out between eight and 160 hours of Annual Leave accumulations on a semi-annual basis, provide the employee’s accrued Annual Leave balance does not fall below 20 hours following the cash-out. Effective January 1, 2021, the maximum amount of cash-out will increase to 180 hours.

84-84, 2019-44

Advance Following Leave of Absence - Employees on Leave Without Pay for 30 calendar days or more due to a disability that precludes the employee from working, shall be eligible to receive an advance of Annual Leave accumulations under the same provisions as new employees. Employees shall be eligible to receive such Annual Leave accumulation advance, after the period of disability has ended and the employee has returned to full-time employment. An employee shall only be eligible for such Annual Leave accumulation advance once during their employment with the City.

**Article 14. - Bereavement Leave**

84-84, 2017-40

Effective January 1, 2018, any use of bereavement leave requires notification of the Department Head. Employees shall be entitled to three (3) working days leave with pay whenever the death of their immediate family member occurs.

2019-44, 2021-37

Immediate family for purposes of this Article is defined to include individuals related to the employee or the employee’s spouse by reason of blood line, marriage, adoption, or foster care.

2019-44

Any authorized leave necessary in excess of three (3) days bereavement leave shall be chargeable to annual leave, as approved by the Department Head.

2019-44

Employees shall be entitled to five (5) working days of bereavement leave whenever the death of an immediate family member necessitates traveling out of state or out of the country.

Employee is to fill out “Leave Request” form for submission with employee’s timesheet upon return from bereavement leave to document the time used.

When utilizing Bereavement Leave, in addition to completing a Leave Request form, employees will also be required to complete a Bereavement Leave Request and acknowledgement form, available on the City’s share drive. Falsification of the form or

inappropriate use of the Bereavement Leave benefit could result in discipline up to and including termination. The Bereavement Leave Request and Acknowledgement form is to be submitted with the employee’s timesheet and Leave Request.

Bereavement use shall be limited to 60 hours per calendar year. Beyond 60 hours per year, employees will be required to take Annual Leave.

**Article 15. - Deferred Compensation**

94-66, 2019-44

The Parties agree that a representative of the Union will be involved in any formal discussions which may result in changes in the Section 457 Deferred Compensation plan, and that the 457 Committee has the right to propose changes for consideration by the City.

2019-44

Effective the first paycheck in February 2020, the City shall make a one-time contribution of \$250 on behalf of each enrolled employee to the City’s 457 plan.

Effective the first paycheck in February 2021, the City shall make a one-time contribution of \$100 on behalf of each enrolled employee to the City’s 457 plan.

2025-39

Effective upon City Council adoption, the City shall contribute \$30 per pay-period on behalf of each enrolled employee in the City’s 457 plan. In addition to the \$30 per pay-period, the City will match each dollar that the employee contributes on a one-to-one basis, up to \$75 per pay-period. The City’s contributions, including match dollars, are not prorated for eligible part-time employees.

**Article 16. - Tuition Reimbursement**

2006-38, 2019-44, 2025-39

The City shall provide up to \$1,800.00 per fiscal year to eligible employees through the Tuition Reimbursement and/or Scholastic Incentive policy. Tuition reimbursement will be paid only for coursework from institutions meeting the accreditation standards specified below. Institutions will be acceptable if they have received accreditation from one of the following regional accrediting bodies:

- Middle States Association of Colleges and Schools
- New England Association of Schools and Colleges
- North Central Association of Colleges and Schools
- Northwest Commission on Colleges and Universities
- Southern Association of Colleges and Schools
- Western Association of Schools and Colleges
- Or any other accreditation institution recognized by the United States Department of Education.

2019-44

It is the City’s policy that any coursework approved for reimbursement be work-related or degree-directed and provide the equivalency of three semester credits or units. The educational criteria for employees will also be based on these standards.

2014-03, 2019-44

Tuition Reimbursement may include professional development courses for the renewal of, or continuing educational units (CEU's) required to maintain, all required or management approved certificates and licenses from any state accredited or industry-recognized online educational institution.

**Article 17. – Prescription Safety Glasses**

2017-40

The City shall provide one pair of prescription safety glasses not to exceed the amount of Two Hundred dollars (\$200.00) for each employee required by the City to wear safety glasses to prevent particulates, water or chemicals from striking the eyes. Employees requesting safety glasses must provide a copy of their doctor's prescription to their Supervisor or Superintendent or a designee. All safety glasses will require side-shields and will be provided through one vendor chosen through the standard purchasing process. Requests for prescription safety glasses must be submitted in a timely manner. Prescription safety glasses with side-shields are being provided for an employee's safety and must be worn at all times during work assignments.

Prescription safety glasses may be provided once per year if the prescription changes, or once every two years if the prescription does not change. The care and maintenance of the safety glasses that are being provided are the employee's responsibility.

**SECTION V WORK SCHEDULES**

**Article 1. - Response Time**

90-69, 2019-44

Employees on standby status shall be required to respond to a call back within thirty minutes.

**Article 2. - Rest Breaks-Police Department**

74-22, 2017-40, 2019-44

The City agrees to provide to employees in the positions of Dispatcher and Dispatcher Trainee two rest periods of approximately fifteen (15) minutes each during a regularly assigned shift except in cases of unforeseeable emergency. Such rest periods shall be taken as the City in its direction authorizes, except that the City shall make every reasonable effort to authorize one of the periods to be taken in the first half of a shift and the other in the second half of the shift.

**Article 3. - Clean-Up Time**

75-79, 2021-37

The City agrees that each employee assigned to the Waste Water Treatment Plant shall receive fifteen (15) minutes at the end of each shift to clean up and change uniforms. In such case, employees must change clothes and cannot depart the premises wearing or in possession of the soiled uniform; to do so will be grounds for discipline.

**Article 4. - Transit Coach Operators**

Seniority For Determining Bus Route Assignments

82-91

The City shall utilize a system of seniority of City employment for determining the assignment of Transit Coach Operators to certain routes. Such seniority shall be determined by each Transit Coach Operator's continuous service. Upon initial implementation of this seniority system, in only such cases where current employees have equal seniority, the Union shall provide the order of seniority for such Transit Coach Operators.

The City may, at the City's option, temporarily assign different routes when such assignment is necessary due to employees leaves or training.

Days Off - Transit Coach Operators

94-66, 2019-44

It is agreed that Transit Coach Operators in permanent full-time positions shall have their leave requests processed in accordance with Transit Coach Operators' Operating Manual, Section IV (Administration), subsection E (Leave Requests).

Reconfiguration Proposal

99-39

In preparing a Transit System reconfiguration proposal, the City agrees to provide interested Transit Coach Operators an opportunity to comment on and provide input into the proposal that is developed for City Council consideration. Operators may choose to

either participate in a meeting held for this purpose or to submit written comments and suggestions.

Transit Coach Operators Meal and Rest Periods

2015-61

Due to the nature of work and the need to provide continuous transportation service during regular operating hours, Transit Coach Operators may be unable to be relieved of all duties during their shift, and therefore will be compensated for on the job meal and rest periods. Additionally, Transit Coach Operators' schedules may vary daily, resulting in the potential for inconsistent meal and rest period times. Therefore, Transit Coach Operators will receive meal and rest periods on an aggregate basis.

Transit Coach Operators will receive 10 aggregate minutes of paid rest time per four hours worked. In addition, 30 aggregate minutes of paid meal time will be provided for shifts exceeding six hours.

2019-44

Employees, while performing Transit bus driving duties, including Transit Coach Operators and Transit Operations Assistants, will be subject to these paid aggregate meal and rest periods, only while driving vehicles for a consistent period of at least four hours. Transit Coach Operators and Transit Operations Assistants performing other functions, for example training, office work, etc., will be subject to *Hours of Work per Policy 5, General Unit Manual*.

Examples:

An 8-hour shift will include at least 50 aggregate minutes of paid meal and rest time.

A 6-hour shift will include at least 10 aggregate minutes of paid rest time.

A 5-hour shift will include at least 10 aggregate minutes of paid rest time.

2017-40, 2019-44

The Parties agree to meet and confer to discuss Transit language and items pertaining to transit operations no later than September 30, 2017. Without delaying the contract negotiations, the Parties' bargaining teams will meet to discuss the Transit Operations Manual and develop a list of Transit items to be incorporated into the MOA at a later date.

**Article 5. - Flexible Working Hours**

2019-44

Alternative work schedules will be available to any employee with the Department Head's approval.

The Parties agree that, during the term of this MOA, the City may establish a 9/80 work schedule for all employees assigned to City Hall. Under this 9/80 schedule, City Hall would be closed every other Friday. The City agrees that should it identify a business need to establish a 9/80 work schedule for City Hall, it will provide SEIU Local 721 with notice and the opportunity to meet and confer over negotiable impacts. The meet and confer shall include discussions about City-paid holidays.

The parties understand that the schedules are to be developed in compliance with the Fair Labor Standards Act (FLSA) but are not intended to result in increased compensation to participants. It is further understood that, should subsequent FLSA rulings result in the work schedule increasing compensation, the City reserves the right to revert to the previous 8 hour per day, 5-day per week work schedule.

94-66

The parties agree that three additional dispatchers will be placed on the modified work schedule known as the "4/10" plan, for a total of four dispatchers on this schedule.

99-39, 2019-44

The City shall consider reverting the Dispatchers to the 4/10 schedule. Such decision will be based on the City's analysis and comparison of the advantages and disadvantages of the 5/8, 4/10, and 3/12 programs, including but not limited to ease of scheduling, recruitment/retention factors, staffing, overtime, and other cost factors.

2015-61, 2019-44

City Manager approval of this new schedule option shall not negatively impact service to the citizens in its implementation. It is understood that not all employees and/or departments will be approved for a 4/10 schedule. The Parties will meet and confer regarding implementation of the 4/10 schedule option, when requested.

**Article 6. - Time Off Requests**

94-66, 2014-03

The City agrees that any employee requesting time off shall submit in writing and will be formally notified in writing of a denial or approval as follows:

**Time Off Requests**

<b>Length of Time Off Requested</b>	<b>Length of Notice Required</b>	<b>Length of Time for Supervisor Response</b>
Three (3) Days or Less	At Least Five (5) Business Days	Up to Five (5) Business Days (from the date submitted)
More than Three (3) Days	At Least ten (10) Business Days	Up to Ten (10) Business Days (from the date submitted)

This shall not preclude the supervisor from approving time off requests of any duration upon their discretion for emergencies or other unforeseen reasons. Discretion should be used in requesting time off far in advance of the leave date to allow for workload to be managed.

**Article 7. - Restroom Use - Field Personnel**

94-66

The parties agree that employees may not be restricted to formal break time as the only time to use restroom facilities. The parties further agree that employees will not be

threatened or intimidated for the timely, appropriate use of restroom facilities, and that the burden of proof with regard to misuse of this privilege falls upon supervisory personnel.

**Article 8 – Scheduled Training**

2014-03

The parties agree that staff time spent in training is time well invested. Therefore, use of annual leave shall not be required for staff attendance at pre-approved training sessions. Training requiring an overnight stay will be subject to the City's Travel Policy. Supervisor approval for training shall be subject to workload and departmental needs.

**Article 9 – Work Schedule Changes**

2019-44

The Parties agree to meet and consult regarding problems with, or changes in work schedules on a Department basis during the term of this MOA upon request. Absent emergency/unanticipated circumstances, and when possible, line Department supervision / management will provide at least 14 calendar days' notice to SEIU of any schedule change reasonably anticipated to impact the bargaining unit.

## SECTION VI EMPLOYEE STATUS

2015-61

### Article 1. - Noteworthy Dates

#### Definitions

Anniversary Date: An employee’s anniversary date is the date on which the employee is hired, and from which such employee has maintained continuous employment. Continuous employment is further described under the definition for “Years of Service” below.

Hire Date: The date, recorded on a Personnel Action Form, upon which an employee has officially begun work with the City. A new Hire Date may be recorded if an employee separates from the City and is later re-employed. All actions regarding an employee’s job employment status, along with other information, is recorded on a Personnel Action Form as described in Policy 4, Personnel Records, in the General Unit Employees’ Manual.

Merit Review Date: The date on which an employee’s performance is evaluated in consideration of receiving a merit increase as defined in Policy 14, Compensation, in the General Unit Employees’ Manual. Merit Review Date shall be correlated with employee’s anniversary date with an exception of promotion, demotion, reclassification and transfer. The Merit Review Date shall be adjusted in cases where probation has been extended as described in Policy 8, Probation, or may also be changed if employee has been promoted, demoted, reclassified, or transferred as described in Policy 14, Compensation, in the General Unit Employees’ Manual.

Years of Service: All continuous Regular Status service to the City, including Temporary or Limited-Term Status employment immediately preceding Regular Status employment will be considered continuous service toward eligibility of service awards as further described in Policy 22, Service Awards, in the General Unit Employee’s Manual.

### Article 2. - Reinstatement

78-163, 2015-61, 2019-44

An employee who separates employment in good standing may be reinstated to a vacant position in his/her former job class within one year of separation date without re-qualifying for employment by competitive processes. Reinstatements shall be made at the discretion of the appointing authority as described in Policy 10, Reinstatement, of the General Unit Employees’ Manual.

2006-38

If an employee is reinstated within one year of termination, the employee is not subject to a new probationary period if probation had been previously completed by that employee in the same classification.

**Article 3. - Acting Assignments**

90-69, 2019-44

An employee may be temporarily assigned to a higher classification in an acting capacity when the Department Head determines that an acting assignment is required to temporarily replace an employee on leave anticipated to be six consecutive working days or more in duration, or a vacancy occurs in such a classification. Such assignment must be in writing, and signed by the Department Head or the City Manager. An employee must meet the minimum qualifications of the position to which he/she is to be assigned. The employee shall receive the minimum salary for the position to which he/she is assigned, or an additional 5% of his/her current salary for the position to which the assignment has been made, whichever is greater. Such payment will be effective the first day of the temporary acting assignment. A temporary acting appointment shall not exceed 120 consecutive or cumulative working days, unless approved in writing by the City Manager, but in no event shall an employee be assigned to an acting assignment for more than 960 hours per fiscal year. An employee assigned to a temporary acting appointment shall not be removed from the assignment except on the basis of failure to adequately perform the responsibilities of the assignment.

**Article 4. - Probation**

77-148, 2014-03, 2019-44

The City shall have the right to extend an employee's probationary period to account for the employee's absences due to illness, injury, discipline and/or leave requested by the employee, or in lieu of dismissal or demotion; provided, however, that said absences total more than thirty working days during the probationary period, and provided further, that said extension of probationary period shall be for no longer than the number of days the employee actually misses due to absence from illness, injury, discipline and/or leave requested by the employee.

88-89, 2014-03, 2015-61, 2019-44

Promotional appointments in the following less experienced or "in-training" classification in the progression is considered as the probationary period for the more experienced classification.

Accounting Assistant I	to	Accounting Assistant II
Accounting Technician I	to	Accounting Technician II
Building Inspector I	to	Building Inspector II
Counter Services Technician I	to	Counter Services Technician II
Crime Scene Investigator Trainee	to	Crime Scene Investigator I*
Crime Scene Investigator I	to	Crime Scene Investigator II*
Engineering Technician	to	Senior Engineering Technician
Maintenance Worker I	to	Maintenance Worker II
Mechanic I	to	Mechanic II
Office Assistant I	to	Office Assistant II
Office Specialist I	to	Office Specialist II
Plant Maintenance Technician I	to	Plant Maintenance Tech. II
Plant Operator Trainee	to	Plant Operator I*
Plant Operator I	to	Plant Operator II*

Plant Operator II	to	Plant Operator III*
Police Dispatcher Trainee	to	Police Dispatcher
Police Records Technician I	to	Police Records Technician II
Theater Technician I	to	Theater Technician II
Transit Coach Operator Trainee	to	Transit Coach Operator
Tree Trimmer I	to	Tree Trimmer II
Wastewater Collection Tech. Trainee	to	Wastewater Collection Tech I*
Wastewater Collection Tech. I	to	Wastewater Collection Tech. II*
Waterworks Services Worker Trainee	to	Waterworks Services Worker I*
Waterworks Services Worker I	to	Waterworks Services Worker II*
Waterworks Services Worker II	to	Waterworks Services Worker III*

\*Certifications Required

2015-61

Original appointments, promotions, transfers, reclassifications, and demotions to Regular Status positions are subject to a probationary period of one year. Transfers, Reinstatements, and Demotions to classifications in which prior probation had successfully been completed are not subject to a new probationary period.

**Article 5. - Reduction in Force**

2010-44, 2019-44

The Parties agree that any reductions in force shall be processed in accordance with the Reduction-in-Force Policy set forth in the City’s Employees’ Manual, a copy of which is available at Attachment 4 to this MOA

During the term of the MOA both parties agree to discuss alternatives to Reduction in Force (such as a short-term furlough) should the financial need arise.

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## **SECTION VII PERFORMANCE**

### **Article 1. - Grievance Procedures**

2019-44

The Parties agree that grievances shall be processed in accordance with the Grievance Procedures policy set forth in the City's Employees' Manual, a copy of which is available at Attachment 5 to this MOA.

### **Article 2. - Disciplinary Procedures**

2019-44

The Parties agree that disciplinary actions shall be processed in accordance with the Disciplinary Actions policy set forth in the City's Employees' Manual, a copy of which is available at Attachment 6 to this MOA.

### **Article 3. - Employee Personnel File**

76-63, 2019-44

No material relating to performance appraisal, salary action or disciplinary action shall be placed in an employee's personnel file, without the employee first being given an opportunity to read such materials. The employee shall acknowledge that he/she has read such material by signing the material to be filed, with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with the appropriate notation by the person filing it.

### **Article 4. - Employee Response to Performance Evaluation**

84-84, 2019-44

The Parties agree to amend the Employees' Manual to allow an employee the opportunity to provide a written response to his/her written employee performance evaluation. It is the employee's responsibility to submit his/her written response to the Department Head and to Human Resources. Upon receipt, Human Resources will place a copy of the response in the employee's official personnel file at the employee's request.

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## SECTION VIII HEALTH AND SAFETY

### Article 1. – Safety

74-22, 2015-61, 2019-44

The City shall place increased emphasis on its efforts to provide for the safety of employees during the hours of their employment by instituting the following actions in coordination with employees and SEIU Local 721:

- a. On or about 30 days after the effective date of this MOA, a Safety Advisory Committee consisting of City management and employee representatives of the General Unit shall be established by the City and shall convene its initial meeting. The Committee shall establish procedures to carry out its general objective of advising the City on means of achieving increased employee safety in its operations on an on-going basis. It will be the responsibility of the Committee to analyze and assess existing safety practices and procedures, and to propose modifications and amendments, having due regard for the newly enacted State legislative standards. The Committee will have the function of receiving, assessing and making recommendations to the City regarding employee and employee organization communications pertaining to employee safety matters.
- b. Disseminating and familiarizing employees with existing safety procedures.

75-79

Employees shall be responsible for adherence to all safety rules and regulations. Such training as is necessary shall be scheduled and conducted by qualified personnel.

### Article 2. - Rest and Recovery

96-69

The Safety Advisory Committee shall review and make recommendations on safety concerns with regard to rest and recovery issues for employees required to work beyond their normal shifts.

2006-38, 2014-03, 2019-44

The Rest and Recovery policy is intended for those unplanned occasions where an employee works additional hours within the standard sleep hours (9:00 pm to 5:00 am). In cases where the assignment is planned in advance, and is a temporary but continuous change in the employee's work shift, which lasts in excess of two days, the work schedule may be adjusted as dictated by the assignment. When such work shift is modified pursuant to these circumstances, the employee will receive an hourly premium of 10 percent additional salary for those hours worked outside of the employee's normal shift hours. No other additional pay will be granted. The number of hours worked within the standard sleep period will be added to the beginning of the shift on the following day or at the employee's option, and with approval of supervisory staff, employees may elect to:

- a. Use annual leave or compensatory time when added to rest and regularly scheduled shift.

- b. Stay on the job and use the rest and recovery at the end of the shift to complete the remainder of their regular work shift.

These options shall not be unreasonably denied by supervisory staff.

**Article 3. - First Aid Kits**

90-69, 2019-44

The City shall provide first-aid kits in all City lunch rooms and in City vehicles, and shall maintain and restock such kits on a regular basis.

2017-40

The City agrees to have the Safety Committee develop a process by January 2018 to ensure that all City issued First Aid Kits are regularly updated to comply with this article.

**Article 4. - Safety Equipment**

90-69

The City shall provide self-contained breathing apparatus (with 30 minute air supply) and portable gas detection meters for employees assigned to Sanitation Plant and flood control responsibilities involving hazardous activities affecting respiration. One back-up apparatus shall be provided per crew.

**Article 5. - Police Service Officer Training**

90-69, 2019-44

Police Service Officers shall be provided periodic safety awareness training as it relates to their being assigned to work alone outside of the Police Facility.

**Article 6. - Substance Abuse Policy**

2019-44

The Parties agree that the Substance Abuse Policy set forth in the City's Employee's Manual shall be applicable to all employees. A copy of the Substance Abuse Policy is available at Attachment 7 to this MOA.

2015-61, 2019-44, 2023-16

**ATTACHMENT 1**

**CLASSIFICATIONS INCLUDED IN THE GENERAL UNIT**

Accounting Assistant I/II  
Accounting Technician I/II  
Administrative Technician  
Building Inspector I, II/Senior Building Inspector  
Building Maintenance Technician  
Code Compliance Technician  
Communications Supervisor (2019-41)  
Community Services Aide  
Counter Services Technician I/II  
Crime Scene Investigator Trainee/Crime Scene Investigator I/II  
Custodian/Senior Custodian  
Customer Service Representative/Senior Customer Service Representative  
Electrical Inspector  
Engineering Aide  
Engineering Technician/Senior Engineering Technician  
Environmental Compliance Inspector  
Field Laboratory Technician  
Geographic Information System Technician  
Graphics/Support Services Technician  
Heavy Equipment Operator  
Human Resources Technician/Senior Human Resources Technician  
Industrial Painter  
Instrumentation Technician/Senior Instrumentation Technician  
Inventory Support Specialist  
Laboratory Technician/Senior Laboratory Technician  
Legal Technician  
Maintenance Worker I/II  
Maintenance Worker III  
Mechanic I/II  
Nutrition Services Worker  
Office Assistant I/II  
Office Specialist I/II  
Paralegal  
Planning Technician  
Plans Examiner  
Plant Electrician  
Plant Maintenance Program Technician  
Plant Maintenance Technician I/II  
Plant Maintenance Technician III  
Plant Operator Trainee/Plant Operator I/II/III  
Plumbing/Mechanical Inspector  
Police Dispatcher Trainee/Police Dispatcher

Police Maintenance Coordinator  
Police Maintenance Specialist  
Police Maintenance Technician/Senior Police Maintenance Technician  
Police Records Technician I, II/Senior Police Records Technician  
Police Services Officer  
Printer  
Property Officer  
Property Technician  
Public Works Inspector  
Recording Secretary  
Support Services Worker  
Theater Technician I/II  
Transit Coach Operator Trainee/Transit Coach Operator  
Transit Dispatcher/Senior Transit Dispatcher  
Transit Operations Assistant  
Tree Trimmer I/II/Senior Tree Trimmer  
Utilities Specialist  
Victim Advocate  
Wastewater Collection Technician Trainee/Wastewater Collection Technician I/II  
Waterworks Operator Trainee/Waterworks Operator I/II/III  
Waterworks Systems Technician

2015-61, 2019-44, 2023-16

**ATTACHMENT 2**

**CLASSIFICATIONS ELIGIBLE FOR UNIFORMS**

Building Maintenance Technician  
Custodian/Senior Custodian  
Environmental Compliance Inspector  
Heavy Equipment Operator  
Industrial Painter  
Instrumentation Technician/Senior Instrumentation Technician  
Laboratory Technician/Senior Laboratory Technician  
Maintenance Worker I/II/III  
Mechanic I/II  
Plant Maintenance Program Technician  
Plant Maintenance Technician I/II/III  
Plant Operator Trainee/I/II/III  
Police Dispatcher Trainee\*/Police Dispatcher\*/Communications Supervisor\*  
Police Services Officer\*  
Property Officer  
Property Technician  
Transit Coach Operator Trainee/Transit Coach Operator\*  
Transit Operations Assistant\*  
Tree Trimmer I/II/Senior Tree Trimmer  
Wastewater Collection Technician Trainee/Wastewater Collection Technician I/II  
Waterworks Operator Trainee/I/II/III  
Waterworks Systems Technician

\* Noted job classifications also receive uniform allowance in accordance with Section IV, Article 11 of the MOA.

2019-44, 2023-16, 2025-39

**ATTACHMENT 3**

**CLASSIFICATIONS ELIGIBLE FOR BOOTS**

Building Inspector I/II  
Building Maintenance Technician  
Community Services Technician  
Crime Scene Investigator Trainee/Crime Scene Investigator I/II  
Custodian/Senior Custodian  
Electrical Inspector  
Environmental Compliance Inspector  
Heavy Equipment Operator  
Industrial Painter  
Instrumentation Technician/Senior Instrumentation Technician  
Laboratory Technician/Senior Laboratory Technician  
Maintenance Worker I/II/III  
Mechanic I/II  
Plans Examiner  
Plant Electrician  
Plant Maintenance Program Technician  
Plant Maintenance Technician I/II/III  
Plant Operator Trainee/I/II/III  
Plumbing/Mechanical Inspector  
Police Maintenance Specialist  
Police Services Officer  
Property Officer  
Property Technician  
Public Works Inspector  
Senior Building Inspector  
Tree Trimmer I/II/Senior Tree Trimmer  
Wastewater Collection Technician Trainee/Wastewater Collection Technician I/II  
Waterworks Meter Reader  
Waterworks Operator Trainee/I/II/III  
Waterworks Systems Technician

Should the Department Head or designee deem that safety boots are required for occasional use for any classification not listed above, the department will reimburse the employee up to the maximum allowance indicated in Section IV, Article 12, Safety Boot/Footwear Allowance.

**ATTACHMENT 4**  
**LAYOFF AND RE-EMPLOYMENT POLICY**  
**POLICY 9**

**LAYOFF AND RE-EMPLOYMENT**

**Policy Statement**

The City may implement a layoff due to lack of work, lack of funds, abolishment of a position, or elimination or reduction in service level as considered necessary by the City.

**Definitions**

**City Seniority:** The period of an employee's continuous, uninterrupted employment with the City. Uninterrupted City employment includes regular-status and probationary periods. For the purpose of this policy only, limited-term status employment periods beyond the initial two years shall apply towards City seniority.

**Sworn Seniority:** The period of an employee's continuous, uninterrupted employment with the City as a sworn employee of the Police Department. Sworn seniority does not include employment as a Police Officer Trainee.

**Classification Seniority:** The period of an employee's continuous, uninterrupted service, including regular status and probationary periods, within the current job classification.

**Sworn Classification Seniority:** The period of an employee's continuous, uninterrupted sworn service, including regular status and probationary periods, within the current and higher-level job classifications.

**Flexible Staffing Seniority:** For the purpose of this policy, flexibly staffed job classifications, as described in Policy 8, Probation, are considered as one classification.

**Regular Status:** As defined in Policy 6, Employment Status, a position budgeted on a continuing and indefinite basis. Regular status employees are subject to all rules and regulations, and receive all benefits and rights as provided by these policies.

**Limited-Term Status:** As defined in Policy 6, Employment Status, a position working on a special assignment for a specific period of time which will cease when the project ends, and is budgeted accordingly. For the purpose of this policy only, limited-term status employees with at least two years of City service shall be defined as regular status employees, except that the calculation of seniority shall exclude consideration of the initial two years of employment.

**Temporary Status:** As defined in Policy 6, Employment Status, a position that is on-call or not on-going. Temporary status may end at any time, without notice and is not subject to probation. Temporary employees receive no benefits or rights under these policies unless such benefits or rights are specifically provided in the individual policies.

Vacant Funded Position: A position authorized for hire in the City's budget process where money is allocated to employ an individual in that position. Frozen positions are not considered funded positions, as money is not allocated in the City's budget to employ individuals for frozen positions.

**Policy**

- 9.1 Determining Layoff. When implementing a layoff, the City shall determine the number of positions to be affected by job classification.
- 9.2 Notification to Employees. The City will notify, in writing, any employee who is to be laid off a minimum of fifteen (15) calendar days prior to the actual layoff, or provide commensurate pay.
- 9.3 Order of Layoff. Once specific classifications have been identified for layoff, the following order of layoff shall be utilized:
  - 1. Temporary status employees
  - 2. Limited-term status employees with less than two years of City service
  - 3. Employees serving a probationary period
  - 4a. All Employees Other than Sworn: Regular status employees with the least classification seniority
  - 4b. Sworn Employees: Regular status employees with the least sworn classification seniority
  - 5a. All Employees Other than Sworn: If there are two or more employees to be laid off who have identical classification seniority, the order of layoff shall be by City seniority. If such City seniority is also identical, order of layoff shall be determined by the final rating on the most recent performance evaluation on file in the Human Resources Division. If the final ratings are identical, or a performance evaluation has not been filed with Human Resources in the most recent twenty-six (26) pay periods, the order of layoff shall be determined by the drawing of lots.
  - 5b. Sworn Employees: If there are two or more sworn employees to be laid off who have identical sworn classification seniority, the Police Department practice of establishing seniority upon the promotional selection process will be followed. If such Police Department seniority is identical, order of layoff shall be by sworn seniority. If sworn seniority is also identical, order of layoff shall be determined by the final rating on the most recent performance evaluation on file in the Human Resources Division. If the final ratings are identical, or a performance evaluation has not been filed with Human Resources in the most recent twenty-six (26) pay periods, the order of layoff shall be determined by the drawing of lots.

- 9.4 Displacement/Bumping Rights. Regular status and probationary employees who are designated to be laid off may transfer or demote to a vacant funded position in which they previously held regular status, or displace employees in a lower classification in which they previously held regular status. Probationary employees in the lower classification shall be displaced first, followed by regular status employees with less City seniority than the incumbent exercising the displacement. If such City seniority is identical, the order of layoff presented in Section 9.3.5a. shall be followed. For sworn employees, probationary employees in the lower classification shall be displaced first, followed by regular status employees with less sworn classification seniority than the incumbent exercising the displacement. If such sworn classification seniority is identical, the order of layoff presented in Section 9.3.5b. shall be followed. Employees who have not held regular status in a lower classification shall have no displacement rights.
- 9.4.1 Timeframe. Employees must exercise displacement rights within five (5) calendar days after receipt of a notice of layoff, by submitting written notice to the Deputy Director/Human Resources. If displacement rights are not exercised within the specified time period, they are automatically forfeited.
- 9.4.2 Salary and Benefits Upon Demotion. Employees who exercise displacement rights and demote to a lower classification in lieu of layoff, shall retain their current salary or be paid at the top of the lower classification's salary range, whichever is less. Benefits shall be assigned in accordance with the applicable MOA/MOU currently in effect for the lower classification.
- 9.5 Voluntary Demotion In Lieu of Layoff. Once all displacement/bumping staff movements have been assigned, employees designated to be laid-off may request a voluntary demotion to a remaining vacant funded position for which they meet the minimum qualifications. If more employees request to demote than there are available positions, the option to voluntarily demote shall be offered in City seniority order. Upon demotion, salary and benefits may be modified, as indicated in Section 9.4.2, Salary and Benefits Upon Demotion.
- 9.6 Voluntary Transfer in Lieu of Layoff. Once all displacement/bumping staff movements have been assigned, employees designated to be laid-off may request a voluntary transfer to a remaining vacant funded position for which they meet the minimum qualifications and with the same maximum salary. If more employees request to transfer than there are available positions, the option to voluntarily transfer shall be offered in City seniority order.
- 9.7 Re-employment List. All persons who have been laid off or demoted as a result of a reduction in force shall have their names placed on a re-employment list. Such employees shall be offered re-employment to vacant funded positions in the same job classification from which they were laid off, or another vacant

funded position with equivalent or lower salary than the position in which they were laid off and for which they meet the minimum qualifications.

- 9.7.1 Order of Re-employment. Employees will be re-employed in reverse order of the order of layoff. Vacant funded positions shall first be offered to eligible candidates who have been demoted as a result of layoff prior to being offered to those who have been laid off. All such resultant re-employment shall be without competitive examination and all eligible employees on the re-employment list shall be offered re-employment before any new employees within that classification are hired.
- 9.7.2 Length of Re-employment List. Persons will remain on the re-employment list for a period not to exceed 24 months from the effective date of demotion or layoff.
- 9.7.3 Rejection of Re-Employment Offer. Employees being offered re-employment in any classification other than the one they were in upon layoff, shall have the right to reject one offer by the City of re-employment to a particular position and shall remain on the re-employment list. Any employee's second rejection of such an offer automatically removes that employee from the re-employment list.
- 9.8 Non-Disciplinary Action and No Appeals. Policy 31, Disciplinary Action is not applicable to the Layoff and Re-employment Policy. Demotions, transfers and discharges resulting from reallocation or reduction in work force due to lack of work, lack of funds, abolishment of a position, or elimination or reduction in service level, shall not constitute discipline and shall not be eligible for appeal.
- 9.9 Pre-Layoff Administrative Review Process. Regular status employees who receive a layoff notice will have the right to respond to the proposed layoff orally or in writing to their Department Director within five (5) calendar days from the date of the layoff notice (and to verbally consult with Human Resources if necessary as deemed appropriate by the Deputy Director/Human Resources). The Department Director shall render a reply in writing within five (5) calendar days after receiving the employee's oral or written response.
- 9.10 Restoration of Benefits.
  - a. Seniority. Upon re-employment, employees shall have the City and sworn seniority status that they held immediately prior to their layoff restored. Employees re-employed to the classification they held prior to layoff shall also have classification and sworn classification seniority status restored.
  - b. Rate of pay/salary. Upon re-employment, employees shall receive placement in the salary range equivalent to that which

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they were receiving immediately prior to layoff or demotion. If re-employed to a lower classification, employees shall receive the salary equivalent to that which they were receiving prior to layoff, or the maximum of the salary range for the lower classification, whichever is less.

- c. Annual Leave Accrual Rates. Laid off employees who are re-employed shall have the annual leave accrual rate they held immediately prior to layoff restored, provided, however, any reduction or increase in accrual rates for all employees in the bargaining group during the layoff period shall apply to the re-employed employee. Upon re-employment, employees shall receive an advance of annual leave in accordance with the same provisions as new employees.
- d. Merit Qualifying Hours. An employee who is re-employed to the same classification they held prior to layoff shall have the merit qualifying hours earned as of the time of the layoff restored. The employee's merit/evaluation date will be adjusted upon his or her return based on the qualifying hours earned. However, credit is not given for time not worked.
- e. Probationary Period. Laid off employees who are re-employed under this policy are not required to serve a new probationary period when returning to a classification in which they previously held regular-status.

### **References and Related Policies**

Policy 6, Employment Status

Policy 8, Probation

**ATTACHMENT 5**  
**GRIEVANCE PROCEDURE POLICY**  
**POLICY 32**  
**GRIEVANCE PROCEDURE**

**Policy Statement**

Grievance actions shall follow a series of steps. Grievances should be resolved informally at the supervisory level if possible. An employee may be accompanied and assisted by a representative of the employee's choosing during any step of the grievance procedure.

**Definition**

**Grievable Issues:** Employees have the right to present a grievance only in the following situations:

- A. When employees feel they have been adversely affected by interpretation or application of the policies contained in the Employee's Manual.
- B. When employees feel they have been adversely affected by interpretation or application of the City's Employer-Employee Relations Resolution.
- C. When employees feel they have been adversely affected by interpretation or application of a Memorandum of Agreement between the City and an employee organization, except that disciplinary action for violation of the "No-Strike Clause" shall not be subject to the grievance procedure.

**Policy**

32.1 **Grievance Procedure.** The following series of steps provides a progressive procedure designed to resolve grievances at the lowest supervisory level consistent with justice, fair treatment, and administrative policy.

32.1.1 **Step 1.** It shall be the responsibility of the employee to promptly inform and discuss any complaint or grievance as defined in this policy with the immediate supervisor. If, after such discussion, the employee does not believe the grievance has been satisfactorily resolved, the employee shall proceed to Step 2 of the grievance procedure. All complaints or grievances shall be resolved in a timely manner. In order for a grievance to be considered as timely, it shall be brought to the immediate supervisor's attention within 21 calendar days following the act or occurrence upon which the alleged grievance is based. Where the grievance is based upon a recurring action, the grievance shall be brought to the supervisor's attention within 21 calendar days following the first instance of such recurring action.

- 32.1.2 Step 2. If the employee and immediate supervisor cannot satisfactorily resolve the complaint or grievance within ten (10) working days after it is brought to the supervisor's attention, the employee may file a written grievance concerning the matter with the Department Head. The employee shall clearly state the basis of the grievance, giving time, place, other persons involved, specific policy concerned, and other pertinent information. The Department Head shall, within five (5) working days after receipt of the written grievance, supply an answer in writing to the aggrieved employee, explaining the decision or proposed action.
- 32.1.3 Step 3. If the employee is not satisfied with the response of the Department Head, the employee may request that the City Manager review the grievance. The employee shall request such review within ten (10) working days after receiving the response from the Department Head. The City Manager shall consider the employee's written grievance, as submitted to the Department Head, and the Department Head's written response in reviewing the grievance. The City Manager or designee may request additional information or conduct additional research as appropriate. The City Manager shall release the results of the review within 15 working days after receiving the employee's request for such review. The results of the City Manager's review shall be final.
- 32.2 Time Off to Process Grievance. The employee shall be given time off with pay from regular duties, as determined to be necessary and reasonable by the Department Head, for the processing of a grievance.
- 32.3 Extension of Time Limits. The time limits specified in each step of the grievance procedure may be extended by an equal amount of additional time by either party upon verbal or written notice. Further extensions to the specified time periods may be made upon written mutual consent of both parties.
- 32.4 Failure to Appeal Within Time Limit. If the employee fails to file the grievance within the prescribed time limits, without waiver, the employee relinquishes the right to grieve. If management fails to respond to the prescribed time limits set out in the grievance procedure, without waiver, the grievance shall automatically proceed to the next step.
- 32.5 Representation at Hearings. Although an aggrieved employee may be assisted by a representative of the employee's choice, the employee shall be present personally and participate in the discussions and proceedings.

### **Reference**

Policy 31, Disciplinary Action

**Policy Revised 4/21/14**

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**ATTACHMENT 6**  
**DISCIPLINARY ACTION POLICY**  
**POLICY 31**  
**DISCIPLINARY ACTION**

**Policy Statement**

The employment of all Regular Status employees who have completed the probationary period shall be conditioned on satisfactory work performance and conformance with City and Departmental rules and policies. All other employees shall work at the will and discretion of their respective appointing authority, and may be disciplined without right of appeal or discharged without cause. The provisions of this policy do not apply to those employees, except for the provisions of Section 31.9.1.

An appointing authority shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age, sexual orientation, or military and veteran status when discharging their duty as an employee of the City.

**Definitions**

**Administrative Leave:** Includes paid time off, as determined by the City Manager, upon the recommendation of the Deputy Director/Human Resources, to maintain employee morale, safety, or workplace security, generally during an investigation, prior to implementing disciplinary action, or pending termination. Employees on Administrative leave are expected to be available by phone or report to work, if needed, at any time during their regularly scheduled work hours. Administrative Leave is not to be used for attending off-duty appointments/meetings or vacations. Employees on Administrative Leave who must attend an appointment or become unavailable for work due to a vacation must utilize available annual leave, compensatory time off, or leave without pay.

**Dishonesty:** Includes, but is not limited to, the falsification of records, fraud, misrepresentation in securing employment, or abuse of leave privileges.

**Misconduct:** Includes, but is not limited to, absence without authorized leave, job abandonment (absence without authorized leave for more than four consecutive work days); improper political activity or failure to file such reports as may be required by State or local laws or rules; failure to observe City or Department rules and regulations, negligent use, intentional misuse or unauthorized use of City tools, equipment, vehicles, materials, supplies, or property; fighting, horseplay, or causing altercations; actual or threatened violence towards others; possessing or bringing dangerous, illegal, or unauthorized firearms, weapons, drugs, alcohol, chemicals, or other materials onto City property; engaging in rude, offensive or discourteous conduct toward others; abusive or vulgar language; gambling; unauthorized departure from worksite; sleeping on duty; harassment or retaliation, as described in Policy 33, Harassment-Free Work Environment; and smoking in non-smoking areas.

Oral Reprimand: A verbal admonishment to an employee constituting a warning that the employee's performance or conduct is not satisfactory.

Written Reprimand: A formal written document outlining the employee's performance or conduct problems and constituting a warning of unsatisfactory behavior.

### **Policy**

31.1 Cause for Disciplinary Action. The cause for disciplinary action, including but not limited to, reprimand, suspension, reduction in pay, demotion, or dismissal, may be, but not limited to, any one of the following charges as they relate to City employment: misconduct, incompetence, inefficiency, insubordination, dishonesty, mishandling of public funds, failure to observe City or Department rules or regulations, abandonment of job, illegal harassment or retaliation as described in Police 33 Harassment-Free Work Environment, or any other acts incompatible with public service.

31.2 Oral Reprimand. An employee may be subject to an oral reprimand for any of the reasons stated in Section 31.1. The fact of an oral reprimand shall be noted in the employee's personnel file.

31.3 Written Reprimand. An employee may be subject to a written reprimand for any of the reasons stated in Section 31.1. Written reprimands will be placed in the employee's personnel file. Employees shall be asked to sign any written reprimand to acknowledge that they have read it and are aware that it will be placed in their personnel file. If the employee refuses to sign, the refusal shall be noted on the reprimand. Counseling memoranda and written reprimands that are at least three (3) years old shall, at the request of the employee, be sealed. Sealed files will be temporarily removed from the employee's file immediately prior to anyone inspecting the employee's file, and can be reviewed only by the Deputy Director/Human Resources or City Manager. Periodic performance evaluations shall not be considered as a reprimand even if negative or detrimental comments or remarks are noted.

Employees may file a written response to a written reprimand. Such responses shall be submitted to the Department Head and a copy of such response shall be placed in the employee's official personnel file.

31.4 Suspension. An employee may be suspended without pay for any of the causes stated in Section 31.1.

31.5 Demotion/Reduction in Pay. An employee may be demoted or receive a reduction in pay for any of the causes stated in Section 31.1, and as described in Policy 12, Demotion.

31.6 Discharge. Department Heads, with review by the Deputy Director/Human Resources, may take action to discharge an employee assigned to their department based on one or more of the charges stated in this policy.

Probationary employees may be discharged at any time without cause, as provided in Policy 8, Probation. Probationary employees discharged without cause are not subject to the notice requirements or the appeal procedures set forth in this policy.

- 31.7 Administrative Leave. Employees may be placed on Administrative Leave for any reason. Employees who are placed on Administrative Leave are not authorized to access City facilities/worksites, computer systems, files, phone/e-mail systems, or any other work activity or location without prior authorization from their Department Head or Human Resources. Administrative Leave is not considered discipline.
- 31.8 Notice of Intended Action. Prior to taking any disciplinary action stated in Sections 31.4 through 31.6, an employee who has successfully completed the probationary period shall be given written notice of such intended action by the Division Head at least ten (10) working days prior to the effective date of the action, unless there is an urgent need for prompt disciplinary action or where delay would be contrary to public policy. The notice shall include the reasons for the action and a statement indicating that copies of materials or documents that are the basis of the action are attached. Such notice must also inform the employee of the right to respond prior to the effective date of the intended action, either orally or in writing, to the Department Head, and of the right to union representation.
- 31.9 Review of Intended Action. Following the employee's response, if any, the Department Head shall confirm or modify the intended disciplinary action. If the intended action becomes final, whether or not the employee responds to such notice, the employee is entitled to appeal the action pursuant to the procedures set forth in this policy. The procedures for review of an intended disciplinary action under this section are intended to meet the pre-disciplinary due process requirements of *Skelly* and other requirements of State law, and shall not be interpreted to extend rights in excess of those provided by *Skelly*.
- 31.10 Right to Appeal. Regular employees who are subject to the provisions of this policy shall have the right to appeal any action taken which results in the denial or loss of compensation or tangible fringe benefits as a result of action imposed for disciplinary reasons.
- 31.10.1 Name-Clearing Hearing. All employees who have been disciplined for a published reason, tending to stigmatize that employee such that finding future employment may become difficult or impossible, shall have the right to appeal for the purpose of clearing the employee's name.
- 31.11 Appeal Procedures. The following procedures shall be followed in the appeal of disciplinary action.
- 31.11.1 Request for Appeal. Any employee who is the subject of a disciplinary action stated in Section 31.7 has the right to appeal such action to the City Manager by filing a written request for appeal with the Deputy Director/Human Resources within fifteen (15) working days after the

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effective date of the action. Failure to file the request for appeal within such time period shall constitute waiver of the employee's right to appeal the action taken by the Department Head.

- 31.11.2 Use of Alternate Hearing Officer. The hearing shall be before the City Manager unless either the City Manager or the employee requests that an Alternate Hearing Officer hear the appeal. The City Manager shall have five (5) working days from receipt of the official appeal requesting that he hear the case, to decide whether or not to participate.
- 31.11.3 Timing of Hearing. If the City Manager hears the appeal it must be held within 30 working days of receipt of the formal appeal by the Deputy Director/Human Resources. Written notice of the hearing shall be mailed to the employee no later than ten (10) working days before the hearing date.
- 31.11.4 Determination of Public or Private Hearing. The hearing shall be private unless the employee, at least five (5) days before the hearing date, files a written request with the Deputy Director/Human Resources that the hearing be public. However, notwithstanding a timely request for a public hearing, the Hearing Officer may order a portion of the hearing closed to the public if the Hearing Officer determines that certain evidence may tend to invade the privacy of others not a party to the discipline or if certain evidence may lead to charges which may subject a non-party to the hearing to discipline, ridicule, or undue embarrassment. At the request of either party, the Hearing Officer may exclude witnesses from the audience.
- 31.11.5 Responsibility of Hearing Officer. The Hearing Officer shall preside at such hearing, and within ten (10) working days of the conclusion of the hearing, determine whether to reverse any disciplinary action imposed by the Department Head; modify the disciplinary action by implementing a lesser or more severe penalty; or sustain the action of the Department Head. The Hearing Officer shall support the recommendation with appropriate findings resulting from the evidence submitted at the appeal hearing.
- 31.11.6 Selection of Alternate Hearing Officer. When the City Manager or employee decides that an Alternate Hearing Officer shall be utilized, selection of the Alternate Hearing Officer shall be by mutual consent.

The Deputy Director/Human Resources shall obtain a list of five qualified and available Hearing Officers from the State Mediation and Conciliation Service. An at-random selection shall be made between the City and the employee to determine which party shall remove the first person from the list. The parties shall alternately remove persons from the list until one person remains. The last remaining person shall be the Alternate Hearing Officer.

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- 31.11.7 Responsibility of Alternate Hearing Officer. In cases where an Alternate Hearing Officer is utilized, the Alternate Hearing Officer shall, within 30 days of the conclusion of the hearing, make a recommendation to the City Manager for consideration. The City Manager may accept, reject or modify the Alternate Hearing Officer's recommendation. The City Manager's determination shall be final.
- 31.11.8 Expenses for Alternate Hearing Officer Services. In cases where the employee or the City Manager decides that an Alternate Hearing Officer shall preside over the hearing, the City and the employee shall each be responsible for one-half the costs associated with the services of the Alternate Hearing Officer.
- 31.11.9 Expenses for Recording Services. Hearings conducted under this section shall be recorded. A certified court reporter may, by mutual consent, be utilized for recording services. In such cases where court reporter services are utilized, the cost of using recorder services shall be shared equally between the City and the employee. Additional charges for transcription of the hearing record shall be the responsibility of the party that requests these services from the recorder.
- 31.12 Time Limits. Any time period specified in this policy may be extended by an equal amount of additional time by either party upon verbal or written notice. Further extensions to the specified time periods may be made upon mutual written consent of both parties and confirmation by the City Manager.
- 31.13 Representation. An employee may be represented in the appeals procedure by a representative of the employee's choice. The employee shall be present during all meetings and hearings contained in this policy. Failure to be present, unless authorized by the Hearing Officer, shall constitute a waiver of such hearing or appeal rights.
- 31.14 Employee Release Time From Regular Duties. If an employee remains employed with the City during the appeals process, the employee shall be granted release time from regular duties as necessary and reasonable for attendance at any meetings and hearings contained in the appeals process. Also, the employee's representative and witnesses who are employed by the City during this process shall be granted the same release time given to the employee.

### **References**

Policy 8, Promotion  
Policy 12, Demotion  
Policy 33, Harassment-Free Work Environment

**Policy Revised 4/21/14**

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**ATTACHMENT 7****SUBSTANCE TESTING FOR SAFETY-SENSITIVE POSITIONS POLICY****POLICY 47****SUBSTANCE TESTING FOR  
SAFETY-SENSITIVE POSITIONS****Policy Statement**

The City of Simi Valley complies with the United States Department of Transportation (DOT) regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991. Specifically, the City complies with the regulations of the Federal Motor Carrier Safety Administration (FMCSA) and the Federal Transit Administration (FTA - 49 CFR Part 655 and Part 40). Adoption of a policy is one of the City's obligations under the regulations. This policy sets forth the rights and obligations of covered employees. Employees covered by these requirements should familiarize themselves with the provisions of this policy. Compliance with this policy is a condition of employment.

Employees covered by this policy should be aware that they are also required to comply with the provisions of the City's Drug-Free Workplace policy.

**Policy**

- 47.1 Employee Questions. Employees shall refer any questions regarding his/her rights and obligations under these regulations to either the Deputy Director/Human Resources or Risk Manager, who are the Program Managers.
- 47.2 Covered Employees. Employees in the following job classifications are "covered employees" because they perform "safety-sensitive functions" as described in Section C below, and thus are subject to all of the provisions of this policy:

FTA Safety-Sensitive Positions - Transit Coach Operator, Transit Supervisor, Transit Superintendent, Transit Maintenance Superintendent, Transit Operations Assistant, Mechanic I, Mechanic II, Maintenance Superintendent (Vehicle), and Maintenance Supervisor (Vehicle).

FMCSA Safety-Sensitive Positions - Collection Systems Trainee, Collection Systems Technician I, Collection Systems Technician II, Collection Systems Technician III, Collection System Supervisor, Plant Operator Trainee, Plant Operator I, Plant Operator II, Plant Operator III, Sanitation Supervisor (Maintenance), Waterworks Service Worker Trainee, Waterworks Service Worker I, Waterworks Service Worker II, Waterworks Service Worker III, Waterworks Supervisor, Heavy Equipment Operator, Tree Trimmer I, Tree Trimmer II, Senior Tree Trimmer, Maintenance Supervisor (Landscape), Maintenance Worker II, and Maintenance Worker III.

- 47.2.1 Exemptions. An employee may be eligible for a written exemption from this Policy signed by the Deputy Director/Human Resources, if the employee is medically precluded from performing the "safety-sensitive functions" as set forth in 47.4 below but is able to perform the essential functions of the classification with reasonable accommodation.

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- 47.3 Restrictions. Covered employees may not be under the influence or in possession of controlled substances or alcohol during work hours. Further, the regulations of the FMCSA and the FTA prohibit certain conduct while performing, and prior to performing, safety-sensitive functions.
- 47.4 Safety-Sensitive Functions – Defined. A safety-sensitive function includes the following:
- A. All time waiting to be dispatched, unless the driver has been relieved from duty by the City.
  - B. All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations (FMCSRs), or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
  - C. All time spent at the driving controls of a commercial motor vehicle.
  - D. All time, other than driving time, spent on or in a commercial motor vehicle.
  - E. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, or remaining in readiness to operate the vehicle.
  - F. All time spent performing the driver requirements associated with an accident.
  - G. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- 47.4.1 Transit Coach Operators/Transit Supervisors/Maintenance Personnel. FTA Safety-Sensitive functions include: operation of revenue service vehicle (whether in or out of service); operation of a non-revenue service vehicle that requires a commercial driver's license; controlling dispatch or movement of a revenue service vehicles or equipment used in revenue service; and maintaining a revenue service vehicle or equipment used in revenue service. A covered FTA employee will be tested under random and reasonable suspicion protocols for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee will be tested under random and reasonable suspicion protocols for prohibited drug use anytime while on duty.

47.5 Prohibited Conduct. The following conduct is prohibited and may result in discipline, up to and including termination:

- A. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration level of 0.04 or greater.
- B. Performing a safety-sensitive function within four hours of using alcohol.
- C. Being on duty or operating a vehicle described in Section C above, while possessing alcohol.
- D. Using alcohol while performing a safety-sensitive function.
- E. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a vehicle.
- F. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions if the employee tests positive for controlled substances.
- G. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substances test.
- H. Refusing to complete the required DOT forms authorizing the release of test results to the Program Manager.

47.6 Refusal to Submit to Testing. A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

- A. A refusal to provide an urine sample for a drug test.
- B. Failure to provide a urine or breath specimen for any drug or alcohol test required by DOT or FTA regulations.
- C. A refusal to complete and sign the breath alcohol testing form, or otherwise cooperate with the testing process in a way that prevents the completion of the test.
- D. An inability to provide adequate breath or urine or provide an adequate amount of breath or urine without a valid medical explanation.
- E. Tampering with or attempting to adulterate the specimen or collection procedure. A specimen is considered adulterated if it contains a substance

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that is not a normal constituent or contains an endogenous substance at a concentration that is not a normal physiological concentration.

- F. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested.
- G. Leaving the scene of an accident without a valid reason as to why or authorization from a supervisor or manager, who shall determine whether to send the employee for a post-accident drug and/or alcohol test, was not obtained.
- H. Consuming alcohol during the eight hours immediately following an accident, unless the employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.
- I. Failure to remain at the testing site until the sample has been given and the Federal Drug Testing Custody and Control form (CCF) has been completed.
- J. In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of specimen collection.
- K. Failure or decline to take a second test that the City or collector has directed the employee to take.
- L. Failure to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) as part of the verification process, or as directed by the Program Manager as part of the "shy bladder" procedures; failure to cooperate with any part of the testing process (e.g., refusal to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process) or verbal or written refusal to provide the required urine specimen.
- M. Failure to sign Step 2 of the alcohol test form.
- N. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- O. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- P. Admitting to the collector or MRO that you adulterated or substituted the specimen.
- Q. An MRO verification of adulteration or substitution of the specimen.

- 47.7 Obligations for a Drug-Free Workplace. In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Act of 1988. All employees covered by this Policy have previously been provided a copy of the City's Drug-Free Workplace policy (Policy 47 of the Employee's Manual), and have signed an acknowledgment that they have read the Statement and agree to comply with its provisions.
- 47.8 Union Representation. When a represented employee is suspected of violating this policy, the employee may, upon request, have any union or non-union representative present during any employee questioning which may lead to disciplinary action.
- 47.9 Consequences for Employees Having Alcohol Concentration Between .02 to .04. Covered employees whose alcohol test indicates an alcohol concentration level between 0.02 and 0.04 will be removed from his or her safety-sensitive position for at least 24 hours under FMCSA regulations and 8 hours under FTA. Such employees may be subject to discipline, up to and including termination. The City will then do a non-DOT retest on the employee before the employee may be returned to his/her safety-sensitive position and the employee's alcohol concentration must be below 0.02.
- 47.10 Circumstances Requiring Testing. The following circumstances require drug and alcohol testing of covered employees.
- 47.10.1 Pre-Employment Testing. All applicants for classifications which are covered by the DOT regulations (See "covered employees" above), as well as all employees who transfer from classifications which are not covered to classifications which are covered, will be required to submit to pre-employment/pre-duty drug testing. Testing will include urine drug testing and breath alcohol testing. Applicants will not be assigned to a safety-sensitive position if they do not pass the tests. Conditional offers of employment shall be rescinded. The Program Manager must receive confirmed negative test results prior to the applicant/employee performing a safety-sensitive duty.
- 47.10.1.1 Cancellation of Tests. If a test is cancelled, the applicant/employee will be required to re-test with a negative test result. A negative dilute test result on a pre-employment test will require a re-test.
- 47.10.1.2 Prior Employment Information. Applicants are required to report the name and contact information of all employers for the previous two years. The applicant is required to provide a consent statement permitting the previous employers to release drug and alcohol test results to the City. Failure to provide information or provide inaccurate or misleading information will result in immediate termination and/or rescission of employment offer. The outcome of the

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investigation may also result in termination and/or rescinding the employment offer. When a covered employee or applicant has previously failed or refused a DOT pre-employment drug test, the employee or applicant must provide the City proof of having successfully completed a referral evaluation, and treatment plan.

47.10.1.3 Lapse in Testing. If more than 90 days have passed between the time of successfully completing pre-employment tests and the assignment of safety-sensitive duties, another pre-employment test will be required prior to the individual being assigned safety-sensitive duties.

47.10.2 Leave of Absence. Employees covered under this policy who have been off duty for 90 days or more for any reason, and have been out of the random pool, must successfully pass a pre-employment drug test prior to the performance of a safety-sensitive function.

47.10.3 Post-Accident Testing. Post-Accident drug and alcohol testing will be conducted on employees following a vehicular accident. Post-accident alcohol tests shall be administered within two hours following an accident and no test may be administered after eight hours. A post-accident drug test shall be conducted within 32 hours following the accident.

47.10.3.1 FMCSA Provision. An accident occurs when, as a result of an occurrence involving the vehicle, an individual dies or when a State or local law enforcement authority issues a citation to the covered employee for a moving violation arising from the accident.

47.10.3.2 FTA Provision. FTA defines accident as a vehicular occurrence in which: (1) an individual dies; or (2) an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (3) one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle. FTA requires that not only will the Transit Coach Operator of the vehicle be tested, but so will any other covered employee whose performance may have contributed to the accident, such as a maintenance employee. As soon as practicable following an accident involving the loss of human life, the City shall conduct drug and alcohol tests on each surviving covered employee operating the mass transit vehicle at the time of the accident. Post-accident drug and alcohol testing of the operator is not required under this section if the

covered employee is tested under the fatal accident testing requirements of the Federal Motor Carrier Safety Administration Rule 49 CFR 389.303(a)(1) or (b)(1).

A covered employee who is subject to post-accident testing is required to be readily available for testing, which includes notifying his or her supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test. Otherwise, the covered employee may be deemed by the City to have refused to submit to testing.

47.10.3.3 Determination of Testing. The decision as to whether or not to test the employee will be left to a supervisory or management employee. The presumption is for testing. The only reason an employee will not be tested following an accident is if a determination is made that the employee's performance could not have been a contributing factor. If a fatality occurs, the employee will be tested irrespective of whether his/her involvement may be discounted.

47.10.3.4 Non-FTA Accident Defined. An accident occurs in the following circumstances: when an individual dies as a result of an occurrence involving the vehicle; when an individual suffers bodily injury and a State or local law enforcement authority issues a citation to the covered employee for a moving violation arising from the accident; or when a vehicle suffers disabling damage and a State or local law enforcement authority issues a citation to the covered employee for a moving violation arising from the accident. Disabling damage means damage to the vehicle that precludes departure from the scene or damage to vehicles that could have been operated but would have been further damaged if so operated.

47.10.4 Random Testing. Covered employees will be subject to random alcohol and drug testing as follows:

- A. A random alcohol test will be administered just prior to the employee performing a safety-sensitive function (i.e., driving), while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function. The City will subject at least 10% of the total number of covered employees to random alcohol testing per year or the level determined by State or Federal regulation.
- B. A random drug test will be administered to at least 50% of the total number of covered employees per year. Some employees may be tested more than once in a year, while others may not be tested at all, depending on the random selection.

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- C. On the date an employee is selected for random drug testing, the employee's supervisor will ensure the employee's duties are covered. The employee will receive a written notice indicating the time he/she is to report to the lab for testing.
  - D. The selection of employees for random drug and alcohol testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employees' payroll identification numbers or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made.
  - E. The City will ensure that random drug and alcohol tests conducted under this part are unannounced and unpredictable, and that the dates for administering random tests are spread reasonably throughout the calendar year. Random testing must be conducted at all times of day when safety-sensitive functions are performed.
  - F. The City will require that each covered employee who is notified of selection for random drug or random alcohol testing proceed to the test site immediately. If the employee is performing a safety-sensitive function at the time of the notification, the employee will cease to perform the safety-sensitive function and proceed to the testing site immediately.
- 47.10.5 Reasonable Suspicion Testing. Covered employees are also required to submit to an alcohol or drug test when a trained supervisor has reasonable suspicion to believe the employee may be under the influence of alcohol or controlled substances. The observation must be based on short-term indicators, such as blurry eyes, slurring, alcohol on the breath, or other indicators as listed under Policy 35, Drug-Free Workplace.
- 47.10.5.1 Time Restrictions. The reasonable suspicion alcohol test will be administered within two hours of the observation. If not, the employer must provide written documentation as to why the test was not promptly conducted. No test may be administered after eight hours following the observation.
  - 47.10.5.2 Supervisory Training. To ensure that supervisors are trained to make reasonable suspicion determinations, supervisors vested with the authority to demand a reasonable suspicion drug and alcohol test will attend at least one hour of training on alcohol misuse and at least one hour training on controlled substances use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

47.10.6 Return to Duty/Follow-up Testing. A covered employee who has violated any of the prohibitions of this policy must submit to a “return to duty” test before he/she may be returned to his/her position after being assessed by the Substance Abuse Professional (SAP) and having completed the SAP recommended treatment program. The test result must indicate an alcohol concentration of less than 0.02 and a verified negative result on a controlled substances test.

47.10.6.1 Supplemental Follow-Up Testing. In addition, because studies have shown that the relapse rate is highest during the first year of recovery, the employee will be subject to follow-up testing, which is separate from the random testing obligation. The employee will be subject to at least six unannounced drug/alcohol tests during the first year back to work.

47.11 Procedures for Detecting Drugs and Alcohol. Procedures for specimen collection, chain of custody of specimens, laboratory analysis procedures, and quality control requirements will be in accordance with the United States Department of Health and Human Services *Mandatory Guidelines for Federal Workplace Drug Testing Program, Final Guidelines*, and the provisions set forth in 49 CFR Part 40, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs* to assure a high degree of accuracy and reliability.

47.11.1 When a urine specimen collection is to be conducted, the City will supply the collector with the following information:

- (a) Full name of the employee being tested.
- (b) Employee identification number.
- (c) Laboratory name and address.
- (d) Employer name, address, phone number, and fax number.
- (e) The City’s Program Manager information.
- (f) MRO name, address, phone number, and fax number.
- (g) The DOT Agency which regulates the employee’s safety-sensitive duties.
- (h) Test reason, as appropriate: Pre-employment; Random; Reasonable Suspicion/Reasonable Cause; Post-Accident; Return-to-Duty; or Follow-up.
- (i) Whether the test is to be observed or not.

47.11.2 Alcohol Testing. Alcohol testing will be conducted by using an evidential breath-testing device (EBT) approved by the National Highway Traffic Safety Administration. A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted.

47.11.3 Drug Testing. Drug testing will be conducted as follows:

- A. The specimen will be split into two bottles labeled as "primary" and "split" specimen. Both bottles will be sent to the lab.
- B. If the primary specimen tests positive for the presence of illegal, controlled substances, the employee has 72 hours from MRO's notice to request that the split specimen be analyzed by a different certified lab at his/her own expense.
- C. Employees do not have access to a test of their split specimen following an invalid result. An invalid specimen is one that contains an unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.
- D. The sample will be tested for the following: marijuana, cocaine, opiate, amphetamines, and phencyclidine.
- E. If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis.
- F. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted. Diluted specimens have creatinine and specific gravity values that are lower than expected for human urine. Substituted specimens have creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.
- G. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and to the City.
- H. With all positive drug tests, the physician (a.k.a. medical review officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the medical review officer determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the City's Program Manager as "negative." The Program Manager will obtain the employee's permission prior to releasing drug/alcohol records to others (except for the medical review officer and the Substance Abuse Professional).

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- I. If the laboratory reported to the MRO that the specimen had a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL and the MRO reported the specimen as a negative-dilute, then a second collection must take place under direct observation. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

47.12 Refusal to Submit an Alcohol and/or Drug Test. A covered employee who refuses to submit to any required drug/alcohol testing will be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substances test.

47.13 Consequences of Failing an Alcohol and/or Drug Test. A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination. If a covered employee is not terminated, the employee:

- A. Must be removed from performing any safety-sensitive function.
- B. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment to cure his/her alcohol or drug abuse. The City is not required to pay for this treatment.
- C. May not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/or alcohol test, which indicates an alcohol concentration level of less than 0.02 or a negative result on a controlled substance test.
- D. Will be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position. See 47.10.6 above.

47.14 Additional Resources for Employees. Fact Sheets published by the Federal Transit Administration, addressing the effects of alcohol and the various controlled substances, which are tested for under this Policy will be periodically distributed to employees covered under this policy.

47.14.1 Employee Assistance Program. The City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse, under Policy 23, Employee Assistance Program.

### **References**

Policy 23, Employee Assistance Program

Policy 31, Disciplinary Action


Policy 35, Drug-Free Workplace

**Policy Revised 1/9/12**

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This Memorandum of Agreement represents the agreement and understanding of the representatives of the General Membership of the Union and the City Council of the City of Simi Valley. This document shall become binding on the Membership of the Union and the City of Simi Valley only when ratified by the City Council.


**FOR THE CITY OF SIMI VALLEY:**


Signed by:  
  
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Luis Garibay, Chief Negotiator


Signed by:  
  
\_\_\_\_\_  
Zachary Lopes, Counsel

**FOR SEIU LOCAL 721:**

Signed by:  
  
\_\_\_\_\_  
Gerry F. Daley, Chief Negotiator

Signed by:  
  
\_\_\_\_\_  
Leonard Castillo, Worksite Organizer

Signed by:  
  
\_\_\_\_\_  
Vivienne DeLuca

Signed by:  
  
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James Paredes

DocuSigned by:  
  
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Jonathan Sandoval

Signed by:  
  
\_\_\_\_\_  
Marshall Miranda