



MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF CHULA VISTA
AND
CHULA VISTA
MID MANAGERS/PROFESSIONAL ASSOCIATION

December 18, 2018 – June 30, 2020

MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF CHULA VISTA AND THE CHULA VISTA MID MANAGERS / PROFESSIONAL ASSOCIATION FOR THE PERIOD OF DECEMBER 18, 2018 (ADOPTION BY COUNCIL)– JUNE 30, 2020.

TABLE OF CONTENTS

SECTION I ADMINISTRATION 3

ARTICLE 1.01 PREAMBLE 3

ARTICLE 1.02 RECOGNITION 3

ARTICLE 1.03 CITY RIGHTS 4

ARTICLE 1.04 CVMM/PROFA RIGHTS 5

ARTICLE 1.05 LABOR-MANAGEMENT COOPERATION 6

ARTICLE 1.06 TERM AND EFFECT OF THIS MEMORANDUM OF UNDERSTANDING 6

ARTICLE 1.09 RETENTION OF BENEFITS 7

ARTICLE 1.10 SAVINGS CLAUSE 7

SECTION II COMPENSATION 7

SUBSECTION A. WAGES 7

ARTICLE 2.01 WAGES 7

ARTICLE 2.02 ACTING PAY 8

ARTICLE 2.03 OUT-OF-CLASS ASSIGNMENT 8

ARTICLE 2.04 SPECIAL PROJECT PAY 9

ARTICLE 2.05 BILINGUAL PAY 9

ARTICLE 2.06 MILEAGE REIMBURSEMENT 9

ARTICLE 2.07 SAFETY EQUIPMENT, PROTECTIVE CLOTHING, & TOOL ALLOWANCE 9

ARTICLE 2.08 PROFESSIONAL ENRICHMENT 10

SECTION II COMPENSATION 10

SUBSECTION B BENEFITS 10

ARTICLE 2.09 EMPLOYEE BENEFITS 10

ARTICLE 2.10 GROUP TERM LIFE INSURANCE 15

ARTICLE 2.11 RETIREMENT 15

ARTICLE 2.12 DEFERRED COMPENSATION 16

SECTION III HOURS 17

ARTICLE 3.01 ALTERNATIVE WORK SCHEDULES 17

ARTICLE 3.02 VACATION 17

ARTICLE 3.03 SICK LEAVE 18

ARTICLE 3.04 BEREAVEMENT LEAVE 21

ARTICLE 3.05 HOLIDAYS 21

ARTICLE 3.06 JURY DUTY 23

ARTICLE 3.07 COURT LEAVE 23

ARTICLE 3.08 JOB SHARING 24

ARTICLE 3.10	LEAVES OF ABSENCE MILITARY LEAVE	24
SECTION IV	WORKING CONDITIONS	24
ARTICLE 4.01	PROHIBITED PRACTICES	24
ARTICLE 4.02	CLASSIFICATION STUDIES/ BACKGROUND CHECKS	25
ARTICLE 4.03	FITNESS FOR DUTY	25
ARTICLE 4.04	SUBSTANCE ABUSE POLICY	26
ARTICLE 4.05	MODIFIED DUTY	26
ARTICLE 4.06	DIRECT DEPOSIT	26
ARTICLE 4.07	GRIEVANCE PROCEDURE.....	26
Appendix A	33
Appendix B	34

SECTION I ADMINISTRATION

ARTICLE 1.01 PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the City of Chula Vista (City) and the Chula Vista Mid Managers / Professional Association (MM/PROF), SEIU Local 221, CLC, CTW, as a result of meeting and conferring in good faith concerning the wages, hours and other terms and conditions of employment, pursuant to the Employer-Employee Relations Policy of the City of Chula Vista and the California Government Code Section 3500 et. seq., known as the Meyers-Milias-Brown Act.

ARTICLE 1.02 RECOGNITION

The City recognizes MM/PROF, SEIU Local 221, CLC, CTW, as the exclusive representative for employees in Classifications listed in Appendix A and B.

Union Security

Dues and Service Fees. Each employee covered by this Agreement shall, as a condition of continued employment at the City, within thirty (30) days of effective date of this Agreement or within thirty (30) days of first employment in a MM/PROF position, execute the appropriate documents, which shall be provided by the City, in order to comply with one of the following:

- a. **Union Membership.** Become and remain a member of the Union in good standing, or
- b. **Service Fee Payer.** Commence and continue to tender a service fee calculated by the Union. This service fee will be equivalent of a prorata allocation of the cost of collective bargaining (i.e. agency fee) with the Employer. The employee's prorata allocation of collective bargaining costs with the Employer shall be calculated in compliance with all applicable laws.
- c. **Religious Exemption.** Notwithstanding the above, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support the Union. Such employee is, however, required to pay sums equal to the charitable fund exempt form taxation under Section 501 (c)(3) of Title 36 of the Internal Revenue Code.
- d. **Maintenance of Membership.** Any employee of the City covered under this agreement shall, as a condition of continued employment, maintain their membership for the duration of this agreement.
- e. **Open Period.** Notwithstanding any other provision of this Agreement, during the five (5) day period which constitutes the first full workweek of March of each year of the Agreement, any person may eliminate their obligation to the Union under subsection a or subsection b above by providing written notice of such intentions to the Finance division with a copy to the Union.

-
- f. Union Dues Update. Notwithstanding the above, the City will collect union dues only for persons wishing to be MM/PROF/SEIU Local 221 members, consistent with Court precedent and state and federal law. MM/PROF/SEIU Local 221 warrants that they have and will maintain the legally required documentation to support a union dues deduction. The City and MM/PROF/SEIU Local 221 will discuss amendments to this Article for compliance with Court precedent and state and federal law.

ARTICLE 1.03 CITY RIGHTS

The MM/PROF agrees that the City has the right to unilaterally make decisions on all subjects that are outside the scope of bargaining.

The exclusive rights of the City shall include, but not be limited to:

- A. Establish, plan for, and direct the work force toward the organizational goals of the city government.
- B. Determine the organization, and the merits, necessity, and level of activity or service provided to the public.
- C. Determine the city budget.
- D. Establish, regulate, and administer a merit or civil service system which provides for all types of personnel transactions, including, but not limited to, determining the procedures and standards for the hiring, promotion, transfer, assignment, layoff, retention, and classification of positions in accordance with the City Charter, Civil Service Rules, and established personnel practices.
- E. Discipline or discharge employees for proper cause.
- F. Determine the methods, means, numbers, and kinds of personnel, and the job or position content required to accomplish the objectives and goals of the City.
- G. Subcontract out various services currently performed by City work force when such actions will result in cost savings to the City.
- H. Effect a reduction in authorized positions.
- I. Take actions necessary to carry out the mission of the City in emergencies and in other situations of unusual or temporary circumstances.

-
- J. Continue to exercise efficient and productive management practices consistent with federal and state laws and in compliance with the City Charter and City ordinances.

Terms and conditions set forth in this MOU represent the full and complete understanding between the parties. During the term of this MOU, the MM/PROF expressly waives the right to meet and confer with respect to any subject covered in this MOU, unless modified through the voluntary, mutual consent of the parties in a written amendment. This MOU terminates and supersedes those partial practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in the MOU. The parties agree that during the negotiations that culminated in this MOU, each party enjoyed the opportunity to make demands and proposals or counter-proposals with respect to any matter, even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this MOU.

The City's exercise of its management rights is not subject to challenge through the grievance procedure or in any other forum, except where otherwise in conflict with a specific term of this MOU, or when the exercised right involves a matter that is a mandatory subject of bargaining.

ARTICLE 1.04 MM/PROF RIGHTS

- I. Authorized representatives of the MM/PROF shall be allowed reasonable access to unit employees during working hours for the purpose of consulting regarding the employer-employee relationship, provided that the work operation and service to the public are not impaired and the authorized representatives shall have given advance notice to, and been granted authorization by, the Appointing Authority or their designee when contacting unit employees during the duty period of the employees. The Appointing Authority or their designee shall determine the appropriate time for such access.
 - A. MM/PROF may designate up to four (4) representatives (in addition to the President and Vice-President) who will be allowed reasonable access to unit employees.
- II. The MM/PROF may be granted use of City facilities by the appropriate Appointing Authority for meetings composed of unit employees, provided such meetings are held outside regularly scheduled working hours for the group which is meeting, and provided space can be made available without interfering with the City needs.
- III. A reasonable amount of space shall be provided to MM/PROF on City Bulletin boards for posting of the following by authorized MM/PROF representatives:

- 1. Notices of Union meetings.

-
2. Notices of Union elections and their results.
 3. Notices of recreational and social events.
 4. Notices of official Union Business.
 5. Any written material, which has received prior approval of the Director of Human Resources or their designee.

MM/PROF/SEIU shall not post any materials that are derogatory, offensive, libelous, in violation of City policies, or political materials. If the Director of Human Resources determines that a posting violates this Article, they shall contact MM/PROF/SEIU. MM/PROF/SEIU shall then promptly remove materials from bulletin boards determined by the Human Resource Director to be in violation of this Article.

- IV. MM/PROF shall be provided, upon request, such literature and public documents as may be necessary (i.e., City budget, Civil Service Commission meetings, open Council conferences, etc) when the requested documents are not available on the City's intranet or internet.

ARTICLE 1.05 LABOR-MANAGEMENT COOPERATION

The parties agree that during the term of this MOU, they will continue to participate in efforts to contain health care costs. The City and MM/PROF agree that they will continue to have open discussions on matters of concern to the parties during the term of this MOU.

The parties agree to develop policies to be included in the City of Chula Vista Policy and Procedures manual and included in this MOU by reference, in regard to an internal appeal process of application of all policy and procedures.

The parties agree meet and develop mutually acceptable language on a policy for the application of FLSA exempt status in relation to use of accumulated sick and vacation leave.

ARTICLE 1.06 TERM AND EFFECT OF THIS MEMORANDUM OF UNDERSTANDING

- I. This MOU shall remain in full force and effect upon ratification, as set forth in Article 2.01, Paragraph II.A.1., through June 30, 2020 (the date closest to July 1 that is the end of a pay period) and it is understood and agreed that the terms, conditions, wages, and all provisions of this MOU shall continue in effect until a new MOU is negotiated and subsequently ratified by the MM/PROF and adopted by the City Council.

If either party proposes to modify or terminate any of the terms or conditions set forth in this MOU for inclusion in a subsequent MOU, they must notify the other party in writing no later than March 1, 2020.

- II. The provisions of this MOU shall be subject to federal, state, and local law.

ARTICLE 1.09 RETENTION OF BENEFITS

The represented employees covered by this MOU shall retain all benefits provided in this MOU for the full term of this MOU and for any such additional period of time as provided in Section 1.06. Benefits, rights, or privileges not specifically covered by this MOU, but subject to the Meyers-Milias-Brown Act, may be acted upon by the City without mutual consent after meeting and conferring with MM/PROF.

ARTICLE 1.10 SAVINGS CLAUSE

If any article or section of this MOU is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with, or enforcement of, any article or section is restrained by such court, the remainder of this MOU shall not be affected by such action. The parties shall if possible meet and confer for the purpose of arriving at a mutually satisfactory replacement for any article or section invalidated by operation of law.

SECTION II COMPENSATION

SUBSECTION A. WAGES

ARTICLE 2.01 WAGES

- I. MM/PROF represented employees are FLSA-exempt.
- II. A. [Salary Adjustments] Salary adjustments shall be made as follows:
1. 3% or salary adjustment to the Second Quartile (50%) for classifications set forth in Appendix C. This shall be effective December 21, 2018, upon ratification by MM/PROF, and approval by the City Council of the MOU (via resolution in open session).
 2. 2% in the first full pay period of July, 2019.

3. The above salary adjustments are not retroactive.

III. Merit (Step) Increases will be made according to the formula set forth in the Civil Service rules currently in effect at the time the Merit Increase is due.

All represented classifications shall be subject to a five (5)-step salary range. The normal hire rate shall be Step "A" provided, however, that an exceptionally well-qualified candidate may be hired beyond Step "A" within the established range based upon the recommendation of the Appointing Authority and the Director of Human Resources and with approval by the City Manager.

IV. Effective Dates - All other payroll and wage changes, such as regular merit increases, shall be made effective at the beginning of the regular biweekly payroll period closest to the employee's actual anniversary date as a benefited employee in their current position.

V. Rate of Pay Following Promotion - When a represented employee is promoted, the new rate of pay will be the lowest step in the new salary range which will result in the employee receiving at least 5% more than the actual base rate in the former classification.

ARTICLE 2.02 ACTING PAY

MM/PROF represented employees shall receive Acting Pay when:

1. They are temporarily assigned to a vacant position for a period of ten (10) or more consecutive workdays;
2. Perform the duties of a higher paid classification; and
3. Receive prior approval by the City Manager or their designee prior to the assignment.

Acting Pay shall be:

1. Compensated with a minimum of 5 percent above current salary rate, up to a maximum of 20 percent.
2. Effective the first day of the assignment.

ARTICLE 2.03 OUT-OF-CLASS ASSIGNMENT

MM/PROF represented employee shall receive Out-of-Class assignment pay when:

1. They are assigned to perform the duties of a higher paid classification for a period of more than 10 consecutive workdays; and
2. Receive prior approval by the City Manager or their designee prior to the assignment.

Out-of-Class assignment pay shall be:

1. Compensated with a minimum of 5 percent above current salary rate up to a maximum of 20 percent, effective the next full pay period.
2. Effective the first day of the assignment.
3. Not to exceed 12 months.

NOTE: For clarification, Out-of-Class Assignment is differentiated from Acting Pay in that Out-of-Class Assignments are granted to an employee remaining in their current classification, but performing higher-level duties even though no vacancy may exist at the higher level. Acting Pay is granted to employees assuming the duties of a vacant, higher level position for a period of time.

ARTICLE 2.04 SPECIAL PROJECT PAY

MM/PROF represented employees may be eligible to receive a maximum of 15% above their normal base pay when assigned by the City Manager to a special project.

ARTICLE 2.05 BILINGUAL PAY

Those employees who are regularly required to use their bilingual skills in the performance of their duties, upon the recommendation of the Appointing Authority and approval of the Director of Human Resources, and successful completion of a Bilingual Performance Examination will receive \$100 per month in addition to their regular pay. Employees who wish to continue receiving bilingual pay must successfully complete a Bilingual Performance Examination once every three (3) years.

ARTICLE 2.06 MILEAGE REIMBURSEMENT

Employees shall be subject to the City's Mileage Reimbursement Program when required to use their personal vehicle for authorized City business. The reimbursement rate will be equal to the current maximum IRS rate.

ARTICLE 2.07 SAFETY EQUIPMENT, PROTECTIVE CLOTHING, AND TOOL ALLOWANCE

MM/PROF, upon recommendation of their Department Head, shall receive \$225 towards the purchase of safety shoes.

ARTICLE 2.08 PROFESSIONAL ENRICHMENT

Employees represented by MM/PROF are eligible to participate in the City's Professional Enrichment Program.

To qualify as a reimbursable expense, the employee must demonstrate a link to their current job or career path. Requests for professional enrichment reimbursement must be approved by the employee's supervisor, prior to any expenses being incurred, under the following terms:

- Relevant training needs/requests are identified in performance goals
- Training to improve current skills or help in career advancement
- Employee shall, upon request, report out/follow-up after training

The annual Professional Enrichment Fund allotment for MM/PROF employees is \$42,000. An employee is eligible to receive up to \$2,000 per fiscal year for professional enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursements under the City's "Professional Enrichment" will be closed the second Thursday in June. Employees may request reimbursement for professional enrichment expenses in accordance with Internal Revenue Code Section 132, or any other applicable state and federal law. Employees must receive approval from their Appointing Authority and the City Manager's designee before funds may be claimed for reimbursement. Reimbursements are on a first come, first serve basis until the funds have been exhausted.

MM/PROF and City may, by mutual agreement, use up to one-half of these funds for agreed upon classroom training, organizational development, or team-building.

SECTION II COMPENSATION

SUBSECTION B BENEFITS

ARTICLE 2.09 EMPLOYEE BENEFITS

Employees are eligible for benefits if employed:

- A. directly by the City of Chula Vista and
- B. working in a half time (40-hours) or more position in an 80-hour biweekly pay period.

I. Cafeteria Plan

1. The City will provide to each represented employee a Cafeteria Plan allotment to purchase benefits qualified under Section 125 of the Internal Revenue Code. MM/PROF acknowledges that Section 125 of the IRC requires that the Cafeteria Plan be adopted by the City Council prior to the end of the calendar year. Accordingly, the City and MM/PROF agree:
 - (1) That the parties will meet at the earliest possible time to discuss Cafeteria plan changes;
 - (2) That the parties may prepare a timeline/schedule to ensure timely and expeditious discussions;
 - (3) That the parties shall engage in good faith discussions;
 - (4) That if the discussions have reached impasse and there is sufficient time prior to the required IRC plan adoption date or if both parties otherwise agree, the parties will submit the matter for mediation, with the mediator agreed upon by all parties; and
 - (5) The City Council, to ensure timely Section 125 IRC compliance, may at any time in the month of December unilaterally adopt the Plan Document containing the specific provisions of the Plan (including plan changes) without mutual agreement and prior to the completion of paragraphs 1-4 of this section.

A. Enrollment

Newly eligible employees (new hires or those changing from an ineligible to an eligible position) will be covered under the City's Cafeteria Benefits Plan effective their date of hire in that eligible position. All of the Cafeteria Benefits are effective from the employee's date of hire except the Dental Plans which are effective the first of the month following the employee's date of hire in an eligible position. Employees who fail to submit required benefit election forms within 30 days of their date of eligibility will automatically be enrolled in the Employee Only category of the lowest cost City sponsored health plan available with the remaining balance of the Cafeteria Benefits Plan allotment being placed in the taxable cash option. Employees who fail to submit required benefit election forms during Open Enrollment will be enrolled in their same health plan with all other elections being cancelled and the balance of their flex allotment being placed in the taxable cash option.

B. Cafeteria Plan Allotment

The Flex Benefit amount for Employee Only, those with coverage outside of the City, and those employees covered by another City employee is fixed at the amount provided in the calendar year 2013 (\$12,762). The flex amount for Employee + 1 and Employee + Family will be adjusted under the current 50/50 cost sharing formula, utilizing the

average cost increase of the full-family, non-indemnity, health plan premiums. For 2020 the flex amount for Employee + 1 and Employee + Family will be adjusted to \$15,490.

Eligible part-time benefited employees will receive an allotment in the proportion that such part-time employment bears to full-time employment.

C. Available Cafeteria Benefits

1. Health Insurance

From the Cafeteria Plan allotment, each represented employee must select coverage for him or herself under one of the City sponsored medical plans. However, if the employee has group medical insurance from another reliable source that is acceptable to the City of Chula Vista Department of Human Resources, the employee may elect to decline medical insurance from a City provider and apply the value, of the City's "Flexible Benefit Plan" contribution to other available City Flex options. Any employee married to another benefited City employee who is covered under their spouse's plan may waive coverage under the Cafeteria Plan and will receive full credit.

Any employee who declines medical insurance coverage may enroll in the City medical plan prior to the next open enrollment only if the employee involuntarily loses the coverage. Enrollment application must be received in Human Resources within 30 days from loss of coverage.

The employee, through payroll deductions, will pay any premium cost in excess of the Cafeteria Plan Allotment.

2. Dental (**Optional**)

Represented employees will be eligible to participate in any City sponsored group dental plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions.

3. Dental/Medical/Vision (D/M/V) and
Dependent Care Reimbursement Accounts (**Optional**)

Represented employees may allocate a portion of their Cafeteria Plan Allotment to either or both of these reimbursement account options.

4. Vision (**Optional**)

Represented employees will be eligible to participate in a City sponsored group vision plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions.

5. **Cash (Optional)**

A. Employees hired by the City into a permanent benefited position on or before December 31, 2018:

Represented employees may allocate a portion of their Cafeteria Plan Allotment to a taxable cash payment. These payments will be paid to employees on a pro-rata accrual the first two pay checks of each month (24 times per calendar year).

- Max cash out for 2019 will be \$10,764
- Max cash out for 2020 will be \$9,600

B. Employees hired by the City into a permanent benefited position on or after January 1, 2019 shall have no cash out.

C. The City provides a cafeteria plan that permits a cash-out of unused cafeteria benefits. The cafeteria plan and the cash-out are permitted under both the FLSA and IRC. However, should there be any litigated case, court opinion or decision, or U.S. Department of Labor (or similar administrative entity) administrative opinion or decision (whether or not they involve the City as a party) that finds or determines that the cafeteria plan or cash-out is improper, results in an increase in the regular rate of pay, or invalidates the plan's IRC Section 125 tax exemption, then the cash-out will immediately terminate and the City shall offer a special open enrollment period for impacted employees.

6. **Flexible Spending Accounts (FSAs) – Health Care and Dependent Care**

Represented employees will be eligible to participate in the two Flexible Spending Account (FSA) options offered by the City. Employees may elect to set aside a portion of their salary, on a pre-tax basis, to fund eligible health care and dependent care expenses. If the City does not meet IRS regulations, or if the IRS regulations change for any reason, this benefit may be discontinued.

The City reserves the right to contract with a Third Party Administrator for the administration of FSAs. The City will pay the start-up costs associated

with third party administration. Participating employees will pay any required fees (monthly, per employee, per transaction, etc.).

D. Short-Term/Long-Term Disability

The City agrees to contribute the amount necessary to provide short-term disability and long-term disability protection for each represented employee.

Short-Term Disability- A thirty (30) day elimination period with a maximum benefit subject to, and in accordance with, the provisions set by the group disability plan.

Long-Term Disability- A ninety (90) day elimination period with a maximum benefit subject to, and in accordance with, the provisions set by the group disability plan.

- E. [ACA Reopener] The City provides medical benefits (via a cafeteria plan as set forth in Article 2.09) to MM/PR represented employees. These benefits are subject to the Federal Affordable Care Act (“ACA”). The City, upon notice to MM/PR, may reopen this MOU when the City has been informed of or is aware of non-compliance with the ACA, including a “Cadillac” tax. The City shall provide notice to MM/PR of the nature of the act or omission that forms the basis of ACA non-compliance. The City and CVEA/SEIU shall thereafter promptly meet and confer to the extent required by the MMBA.

The City provides a Cafeteria Plan allotment amount (“Allotment”) to MM/PR represented employees to purchase benefits qualified under Section 125 of the IRC as set forth in Article 2.09 of the MOU. The Allotment for 2015 is \$13,900, but may increase on a yearly basis. The City shall provide a comparable or replacement benefit to any benefit lost as a result of compliance with the ACA, including a “Cadillac Tax.” The aforementioned comparable or replacement benefit shall be up to, but not exceed the Allotment amount, as provided for in Article 2.09(I) (currently \$13,900 for 2015), less any remaining or non-impacted Allotment amounts. The aforementioned Allotment amount shall also not be increased to account for taxation benefits. The City shall also, to the extent necessary, earmark and set aside the impacted Allotment amounts (provided for in Article 2.09(I) [Cafeteria Plan]) so that they may be used to provide the aforementioned comparable or replacement benefit. The City shall endeavor to ensure that any plan design changes will have the least impact on employees as possible and still comply with the ACA.

This re-opener shall be used only to ensure ACA compliance, including a “Cadillac” tax.

ARTICLE 2.10 GROUP TERM LIFE INSURANCE

The City agrees to pay the premium for \$50,000 of group term life insurance and accidental death and dismemberment insurance for each represented employee. Represented employees may purchase supplemental group term life insurance in \$10,000 increments up to a maximum of \$550,000 or four (4) times the employee's annual salary, whichever is less. Supplemental life insurance for the employee's spouse is available in \$10,000 increments up to \$100,000 or 50% of the employee's coverage, whichever is less through the City's group insurance plan.

ARTICLE 2.11 RETIREMENT

The City will provide to represented members retirement benefits via contract with the California Public Employees Retirement System (CalPERS) as set forth in the California Government Code.

The City will provide the following defined benefit formulas for local miscellaneous employees:

Tier 1	Local Miscellaneous 3% @ 60
Tier 2*	Local Miscellaneous 2% @ 60
Tier 3**	Local Miscellaneous 2% @ 62

*New CalPERS members on or after 04/22/2011 through 12/31/2012

**New CalPERS members on or after 01/01/2013

Tier 1: 3% @ 60

Pension Contributions: PEPRRA provides that equal sharing of normal costs shall be the standard. To reach that standard, Tier 1 Employees will continue to make the required employee contribution (with no EPMC) of 8% for Local Miscellaneous. Effective June 5, 2020, employees will also contribute an additional amount (pursuant to Government Code (GC) section 20516) to reach the CalPERS standard of equal sharing of normal costs, as determined by the City's actuary, toward the employer's share. Said amount will be incorporated by reference into this MOU.

Local miscellaneous represented employees in Tier 1 shall contribute 8%, on a pre-tax basis, to the extent permitted by the Internal Revenue Code, which will be applied to the City's contribution to CalPERS for optional benefits. There shall be no EPMC. The following is a summary of Tier 1 CalPERS contract provisions:

- A. One-Year Final Compensation
- B. Post-Retirement Survivor Allowance
- C. Credit for Unused Sick Leave

-
- D. 4th Level 1959 Survivor Benefit.
 - E. Military Service Credit as Prior Service
 - F. Cost of Living Allowance (2%)
 - G. Post-Retirement Survivor Allowance Continuance
 - H. Pre-Retirement Death Benefit for Spouse
 - I. Retired Death Benefit \$5,000
 - J. Prior Service Credit

Tier 2: 2% @ 60

Pension Contributions: PEPRA provides that equal sharing of normal costs shall be the standard. To reach that standard, Tier 2 Employees will continue to make the required employee contribution (with no EPMC) of 7% for Local Miscellaneous. Effective June 5, 2020 employees will also contribute an additional amount (pursuant to Government Code (GC) section 20516) to reach the CalPERS standard of equal sharing of normal costs, as determined by the City's actuary, toward the employer's share. Said amount shall be incorporated by reference into this MOU.

Local miscellaneous represented employees in Tier 2 shall contribute 7%, on a pre-tax basis, to the extent permitted by the Internal Revenue Code, which will be applied to the employee contribution to CalPERS. There shall be no EPMC. The following is a summary of Tier 2 CalPERS contract provisions

- A. Three-Year Final Compensation
- B. Post-Retirement Survivor Allowance
- C. Credit for Unused Sick Leave
- D. 4th Level 1959 Survivor Benefit
- E. Military Service Credit as Prior Service
- F. Cost of Living Allowance (2%)
- G. Post-Retirement Survivor Allowance Continuance
- H. Pre-Retirement Death Benefit for Spouse
- I. Retired Death Benefit \$5,000
- J. Prior Service Credit

Tier 3: 2% @ 62

Local miscellaneous represented employees in Tier 3 shall be responsible for the full employee contribution, which will be applied to the CalPERS employee contribution. There shall be no EPMC. Final compensation will be computed based on the highest average compensation during

a consecutive 36-month period, subject to the compensation limit set by CalPERS. Contract provisions for Tier 3 benefits will be determined by CalPERS pursuant to the California Public Employees' Pension Reform Act of 2013.

Employee cost share is determined by PEPR. However, should the equal cost share exceed the limits set in PEPR employees will contribute to the employer share as in Tiers 1 & 2. Said amount will be incorporated by reference into this MOU.

ARTICLE 2.12 DEFERRED COMPENSATION

MM/PROF members shall be eligible to participate in any approved deferred compensation plan offered by the City.

SECTION III HOURS

ARTICLE 3.01 ALTERNATIVE WORK SCHEDULES

I. The Union and the City agree to support the use of the various work scheduling arrangements. As such the Union and the City agree to continue the application of alternative work schedules under Human Resources Department Policies and Procedures Policy #912 as written and in effect as of July 8, 2009. Policy #912 is incorporated in this MOU by reference.

ARTICLE 3.02 VACATION

- I. Definitions For the purpose of this article, the definitions relating to vacations as found in the Civil Service rules shall apply.
- II. Vacation
 - A. Vacation Accrual - Continuous service: Each employee paid at a biweekly rate who has had continuous full-time active service shall be entitled to vacation with pay. This benefit will be calculated based on 26 pay periods per fiscal year. The following provisions shall apply:
 - 1. Employees will accrue 80-hours annually during the first through fourth years of service.
 - 2. Employees will accrue and be eligible to receive 120-hours annually during the fifth through ninth year of service.

-
3. Employees will accrue and be eligible to receive 160-hours annually during the tenth through fourteenth years of service.
 4. Employees will accrue and be eligible to receive 200-hours annually during the fifteenth and succeeding years of service.
 5. Maximum Vacation Accrual - at no time may an employee have more than three-years of vacation leave accumulated. No credits shall be accrued above this limit and any time in excess of the three-year limitation will be lost.
 6. Vacation accrual rate changes will become effective at the beginning of the pay period closest to the actual date, which includes the employee anniversary date of benefited status.
 7. Vacation Sell Back – All members of represented classifications who have completed at least five (5) years of service shall have the option of selling a total of 104-hours of vacation per fiscal year back to the City two times per fiscal year in 52 hour increments.
- B. Each part time employee paid at a biweekly rate shall be entitled to vacation with pay. The number of working days of such vacation shall be computed on the basis set forth in subsection (2), (3), (4), or (5) and shall be in the proportion that such part-time employment bears to full-time employment.
- C. Employees separated from City service, whether voluntarily or involuntarily, shall be granted all of the unused vacation to which they are entitled based upon continuous service computed on the basis set forth in subsection (2), (3), (4), or (5). Payment shall be made hour-for-hour with any portion of an hour being considered a full hour.
- D. Vacation Use - Vacation leave balances shall be reduced for actual time not worked to the nearest quarter hour. Absences may not be charged to vacation not already accumulated.

ARTICLE 3.03 SICK LEAVE

- I. Accumulated paid sick leave credit is to be used for the sole purpose of protecting the employee's wages in the event absence is made necessary because of disability due to the injury or illness of the employee or members of their immediate family. For purposes of this article, the City shall follow state and federal law, to include spouse, domestic partner, child, stepchild, parent, stepparent, sibling, parent-in-law, grandparent, or any other person living as a member of the employee's immediate household. The City shall also comply with state and federal law.

-
- II. Sick Leave Accrual - Computation of sick leave: Sick leave with pay is cumulative at the rate of 3.69 working hours for each biweekly pay period of active service, 96 hours annually, beginning at the time of full-time probationary employment. This benefit is calculated on 26 pay periods per fiscal year. Permanent part-time employees shall receive sick leave pay in the proportion that such part-time employment bears to full-time employment. A person who has held a position with temporary or interim status and is appointed to a position with permanent status, without a break in service, may have such time credited to sick leave upon the recommendation of the Appointing Authority and the Human Resources Director and with the approval of the City Manager.
 - III. Maximum Sick Leave Accumulation - Unused sick leave may be accumulated in an unlimited amount.
 - IV. Sick Leave Use - Sick leave balances shall be reduced for actual time not worked to the nearest quarter hour for reasons allowable under this section. Absence for illness may not be charged to sick leave not already accumulated.

In order for sick leave to be approved, the employee must call their supervisor within one-hour of the time to begin work. If the supervisor is unavailable, the employee must leave word with a designated individual that they are too sick to come to work or has a contagious condition that would make their presence at the worksite dangerous for other employees. In cases where it is impossible to call (e.g., in hospital, unconscious, or other legitimate reasons) the supervisor shall withhold approval of sick leave until the employee can explain why he/she did not call within the one-hour. The supervisor will then make a determination as to the allowability of sick leave use.

- V. Sick Leave Verification - The City may, in its discretion, require a medical provider's certificate and/or a personal sworn affidavit stating that the employee is unable to perform the essential functions of their job in order to determine eligibility for sick leave. If an employee is to be required to furnish a doctor's certificate, the employee shall be notified by their supervisor that a medical providers certificate shall be required when the employee notifies the City that he or she will be absent by reason of illness or disability of themselves or an immediate family member.

Sick leave verification may be requested at any time it appears there is a pattern or practice of sick leave use that could be related to abuse, regardless of whether or not the individual has a sick leave balance on the books. Exhaustion of sick leave balances does not automatically trigger the verification requirement. When verification is required, the employee must show immediate improvement in leave usage. Sick leave will then be monitored for a period of six-months. If at any time during that period there is any abuse of sick leave, the employee will be subject to disciplinary action up to and including termination.

VI. Sick Leave Reimbursement/Conversion

- A. Employees using thirty-two hours (32) of sick leave, or less, during the fiscal year, shall have the option of converting twenty-five percent (25%) of their remaining yearly sick leave to vacation.
- B. Vacation shall be computed based on the following schedule and all computations shall be rounded to the nearest whole hour:

<u>REMAINING YEARLY SICK LEAVE</u>	<u>VACATION OPTION</u> <u>(25%)</u>
96 hrs	24 hrs
88 hrs	22 hrs
80 hrs	20 hrs
72 hrs	18 hrs
64 hrs	16 hrs
56 hrs or less	0

- C. If the vacation option is selected, the sick leave hours shall be subtracted from the employee's accumulated yearly sick leave balance. The remaining sick leave hours shall be carried over and accumulated. (Example: Employee uses 32 hours of sick leave. He or she then elects to receive vacation for 25% of the remaining hours as payment, or 16 hours. The 16 hours are subtracted from their remaining yearly sick leave and the other 48 hours are added to the employee's accumulated sick leave balance.)
- D. Conversion will be made during the month of July of each year. Pay will be computed based on the employee's salary on June 15.
- E. Conversion will be made only to employees on the payroll twelve (12) consecutive months prior to the payoff calculation. Permanent employees who retire during the fiscal year will be compensated under this plan based upon their formal retirement date. Prorated conversion will not be made to an employee who terminates during the fiscal year. However, in the event of the death of an individual while employed by the City, 100% of the employee's unused, accumulated sick leave will be paid to the appropriate beneficiary as prescribed by law.

I. Termination of Sick Leave Balances

Upon the independent determination of CalPERS that a non-safety employee is disabled from the performance of their duties, the employee shall not be entitled to use any remaining sick leave to cover absence beyond their FMLA entitlement. Sick leave balance may be applied to applicable PERS service credit. An application for a disability retirement, either employee or employer initiated, shall not affect the employee's rights under Workers Compensation laws.

ARTICLE 3.04 BEREAVEMENT LEAVE

When an employee with permanent status is compelled to be absent from work because of the death of an immediate family member as defined in the IRS, or any other person living in the same household or those defined in subsection 2 of this article; and after such employee makes written request and receives written approval from their Appointing Authority when staffing permits, such employee shall be allowed to use their leave balances for up to five (5) working days, plus three (3) travel days.

1. The employee shall be granted time off without loss of pay to attend the funeral of a deceased current co-worker at the discretion of the supervisor for up to two (2) hours.
2. In the case of death of a member of the employee's immediate/extended family, an employee shall be allowed up to five (5) working days of bereavement leave. Members of the immediate/extended family are normally considered to be the spouse, registered domestic partner, children, father, mother, brothers, sisters, grandparents, grandchildren, father/mother-in-law, sister/brother-in-law, or daughter/son-in-law. Also included as extended family are step-family members who have at any time lived in the household with the employee.
3. For absences to attend the funeral of a relative other than a member of the immediate/extended family or friend, an employee shall be allowed up to one day of bereavement leave and shall use their accumulated leave.
4. Bereavement leave for part time employees shall be pro-rated, that is, in the ratio of the average part-time work-week to a forty (40) hour week.

ARTICLE 3.05 HOLIDAYS

- I. The City will be closed on the following hard holidays: Independence Day, Labor Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr.'s Birthday, Cesar Chavez Day, Memorial Day.
- II. Employees who work a flexible schedule (a 4-10 shift schedule for example) and who cannot observe a normal holiday schedule:

-
- A. If a hard holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours holiday pay. The employee must use the appropriate number of hours of vacation or holiday time to supplement the eight-hours (8) of holiday time in order to reach 40-hours for that workweek, if the normally scheduled shift was greater than eight (8) hours.
 - B. If a hard holiday falls on an employee's regularly scheduled workday and the employee takes that day off, he or she will receive eight (8) hours of holiday pay for that day. The employee must use the appropriate number of hours of vacation or holiday time to supplement the eight-hours (8) of holiday time in order to reach 40-hours for that workweek, if the normally scheduled shift was greater than eight (8) hours.

III. Floating Holidays

- A. Amount - Effective the first pay period of the fiscal year during this MOU, employees shall be credited with eight (8) hours Floating Holiday time each for Lincoln's Birthday, Washington's Birthday, and Admission Day. Permanent part-time employees paid at a bi-weekly rate shall be credited floating holiday time in the proportion that such part-time employment bears to full-time employment. Employees may take floating holiday time at their discretion, subject to staffing needs and with the approval of their Appointing Authority.
- B. Floating Holiday Use – Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. The smallest unit of time chargeable to floating holiday time is one half hour.
- C. ASSOCIATION represented employees shall also be allotted eight (8) additional hours of floating holiday per year for fiscal years 2018-2019 and 2019-2020. The eight (8) hours may be taken in the same manner as vacation leave. The eight (8) hours must be used in its respective fiscal year, may not be carried over to the next fiscal year, and may not be cashed out.

IV. Management Leave

- A. MM/PROF Middle Managers/Professionals will receive 88 hours of Management Leave each fiscal year.

ARTICLE 3.06 JURY DUTY

Employees who are called to serve on jury duty for any county, state, or federal court within the San Diego area shall be entitled to paid leave under the following circumstances:

- I. They must present to their supervisor the court order to appear for jury duty at least three (3) weeks prior to their date to report.
- II. The employee must submit a daily court authorized, stamped time card accounting for all hours of required service ordered by the court.
- III. If jury service and travel time from court to work is less than five (5) hours (7 hours for person on a 4/10 plan) in a work day, the employee is expected to return to work unless a justification is provided and approved or pre-authorized leave is approved.
- IV. Employees who are required to serve jury duty on their scheduled days off will not be compensated for this time and may keep any fees paid by the court.
- V. If the employee is not required to report for jury duty on any particular day(s) the employee is then expected to be at work as per their normal schedule.
- VI. It is the employee's responsibility to inform their supervisor on a daily basis if they are required to report for jury duty the following day. This may include calling the supervisor after or before normal working hours.
- VII. Absence due to jury duty will be submitted on the City leave form.

ARTICLE 3.07 COURT LEAVE

Court leave is paid leave granted by the City to enable an employee to fulfill their duty as a citizen to serve as a witness in a court action to which the employee is not a party, before a federal or superior court located within San Diego County.

Court leave shall be limited to:

- I. Required attendance before a federal or superior court located within San Diego County.
- II. Time in attendance at court together with reasonable travel time between court and work if attendance is for less than a full day and the employee can reasonably be expected to return to work.
- III. Court leave shall not be granted when the employee is paid an expert witness fee.

-
- IV. Court leave will only be granted to employees who are not litigants in the civil case nor related to litigants in the civil case or defendants in a criminal case.
 - V. Employees shall provide their supervisor with a copy of the legal subpoena and provide other documentary evidence of service.

ARTICLE 3.08 JOB SHARING

A MM/PROF represented employee may submit a request to their appointing authority to share their job with another eligible and qualified employee. The Human Resources Director, after consideration of the recommendation by the Appointing Authority, may grant or deny such request. Approval shall not be unreasonably withheld. If granted, jobs may be shared on an hourly or daily basis. All legally permissible benefits will be pro-rated. Each employee shall be notified, in writing, by the Appointing Authority (as defined in the City Charter) at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

ARTICLE 3.10 LEAVES OF ABSENCE MILITARY LEAVE

For purpose of this MOU, the Civil Service Rules regarding Military Leave and Leaves of Absence are incorporated by reference as though set out in full in this article.

SECTION IV WORKING CONDITIONS

ARTICLE 4.01 PROHIBITED PRACTICES

- I. MM/PROF pledges it shall not cause, condone or counsel its unit members or any of them to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the City.
 - II. Should any unit employees during the term of this Memorandum of Understanding breach the obligations of Paragraph I, the City Manager or their designee shall immediately notify MM/PROF that an alleged prohibited action is in progress.
 - III. MM/PROF shall as soon as possible, and in any event, within eight working hours disavow any strike or other alleged prohibited action, shall advise its members orally and in writing to immediately return to work and/or cease the prohibited activity and provide the City Manager with a copy of its advisement or, alternatively, accept the responsibility for the strike or other prohibited activity.
 - IV. If MM/PROF disavows the prohibited activity and takes all positive actions set forth in this MOU in good faith, the City shall not hold MM/PROF financially or otherwise
-

responsible. The City may impose such penalties or sanctions as the City may appropriately assess against the participants.

- V. Should MM/PROF during the term of this Memorandum of Understanding breach its obligations or any of them under this section, it is agreed that the City shall pursue all legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- VI. There shall be no lockout by the City during the term of this Memorandum of Understanding.

ARTICLE 4.02 CLASSIFICATION STUDIES/ BACKGROUND CHECKS

I. [Classification Studies] The Human Resources Department conducts on-going classification and compensation studies. In the event MM/PROF wishes to request a classification or compensation study for an individual or a classification, it may do so by providing a written request to the Director of Human Resources. Written requests must provide reasonable justification to support the request for the study.

II. [Background Checks] Employees promoted into classifications represented by MM/PROF shall be required to complete a criminal background check if they have not already had one completed by the City. The criminal background check will be conducted in compliance with local, state, and federal law, as applicable.

ARTICLE 4.03 FITNESS FOR DUTY

The parties agree that physical and mental fitness of City employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this MOU, the City with reasonable cause, may require medical and psychological assessments of employees, provided the City pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. It is understood that the assessment regimen performed by said professionals shall be reasonably related to the requirements and duties of the job.

Any treatment or remedial action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Assistance Program (EAP) for City employees.

ARTICLE 4.04 SUBSTANCE ABUSE POLICY

Employees represented by MM/PROF are subject to the City's Substance Abuse Policy.

ARTICLE 4.05 MODIFIED DUTY

When an employee is injured on the job and, according to their physician, is able to return to work with limitations, the City will make every effort to place the employee in a modified duty assignment as closely approximating as possible the type of work the employee normally does, until he or she is released back to full duty. The nature of the assignment will depend on the physical restrictions of the employee as stated by the treating physician and the availability of a modified position in the department that is consistent with the physical restrictions. Notwithstanding the above, the acceptance of a modified duty assignment, if available, will be mandatory.

ARTICLE 4.06 DIRECT DEPOSIT

All employees hired after the effective date of this MOU, as a condition of employment will be required to provide authorization to the City's Director of Finance to electronically deposit their paychecks to a financial institution of their choice.

ARTICLE 4.07 GRIEVANCE PROCEDURE

This grievance procedure shall be in effect during the full term of this Memorandum of Understanding.

Section 1. **PURPOSE.** The purposes and objectives of the grievance procedure are to:

- (1) Resolve disputes arising from the interpretation, application, or enforcement of specific terms of this agreement.
- (2) Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary.
- (3) Resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar disputes.

Section 2. **DEFINITIONS.** For the purpose of this grievance procedure the following definitions shall apply:

-
- (1) Manager: The City Manager or their authorized representative.
 - (2) Day: A calendar day, excluding Saturdays, Sundays, and hard holidays as described by this agreement.
 - (3) Appointing Authority: The chief executive officer of a department.
 - (4) Director of Human Resources: The Director of Human Resources or their authorized representative.
 - (5) Employee: Any officer or regular (not temporary) employee of the City, except an elected official.
 - (6) Employee representative: An individual who speaks on behalf of the employee.
 - (7) Grievance: A complaint of an employee or group of employees arising out of the application or interpretation of a specific clause in this agreement.
 - (8) Immediate Supervisor: The individual who assigns, reviews, or directs the work of an employee.
 - (9) Superior: The individual to whom an immediate supervisor reports.

Section 3. REVIEWABLE AND NON-REVIEWABLE GRIEVANCES.

- (1) To be reviewable under this procedure a grievance must:
 - (a) Concern matters or incidents that have occurred in alleged violation of a specific clause in this agreement; and
 - (b) Specify the relief sought, which relief must be within the power of the City to grant in whole or in part.
- (2) A grievance is not reviewable under this procedure if it is a matter which:
 - (a) Is subject to those reserved City Management Rights as stipulated under Section 4 of the Employer-Employee Relations Policy for the City of Chula Vista or under management rights as specified in this agreement.
 - (b) Is reviewable under some other administrative procedure and/or rules of the Civil Service Commission such as:
 1. Applications for changes in title, job classification, or salary.
 2. Appeals from formal disciplinary proceeding.

-
3. Appeals arising out of Civil Service examinations.
 4. Appeals from work performance evaluations.
 5. Appeals that have Affirmative Action or civil rights remedy.
- (c) General complaints not directly related to specific clauses of this agreement.
 - (d) Would require the modification of a policy established by the City Council or by law.
 - (e) Relates to any City group insurance or retirement programs.

Section 4. GENERAL PROVISION OF THE GRIEVANCE PROCEDURE.

- (1) Grievances may be initiated only by the employee or employees concerned and may not be pursued without their consent.
- (2) Procedure for Presentation. In presenting a grievance, the employee shall follow the sequence and the procedure outlined in Section 5.
- (3) Prompt Presentation. The employee shall discuss their grievance with their immediate supervisor within ten (10) working days after the act or omission of management causing the grievance, or within ten (10) working days of when the employee, with the exercise of reasonable diligence, should have discovered the act or omission being grieved.
- (4) Prescribed Form. The written grievance shall be submitted on a form prescribed by the Director of Human Resources for this purpose.
- (5) Statement of Grievance. The grievance shall contain a statement of:
 - (a) The specific situation, act or acts complained of as an agreement violation;
 - (b) The inequity or damage suffered by the employee; and
 - (c) The relief sought.
- (6) Employee Representative. The employee may choose someone to represent him or her at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless he or she so desires.

-
- (7) **Handled During Working Hours.** Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.
 - (8) **Extension of Time.** The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
 - (9) **Consolidation of Grievances.** If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances shall, whenever possible, be handled as a single grievance.
 - (10) **Settlement.** Any complaint shall be considered settled without prejudice at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
 - (11) **Reprisal.** The grievance procedure is intended to assure a grieving employee the right to present their grievance without fear of disciplinary action or reprisal by their supervisor, superior, or Appointing Authority, provided he or she observes the provisions of this grievance procedure.
 - (12) **Back Pay.** The resolution of a grievance shall not include provisions for back pay retroactive further than twenty (20) working days prior to the date the grievance is filed. However, if with the exercise of reasonable diligence the act or omission being grieved was not discovered within 10 working days of its occurrence, and the grievance is subsequently timely filed pursuant to Section 3, then the resolution of the grievance may include provision for back pay for a maximum period of one year from the date the grievance was filed.

Section 5. GRIEVANCE PROCEDURE STEPS. The following procedure shall be followed by an employee submitting a grievance pursuant to policy:

Step 1 Discussion with Supervisor.
The employee shall discuss their grievance with their immediate supervisor informally. Within three (3) working days, the supervisor shall give their decision to the employee orally.

Step 2 Written Grievance to Superior.
If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the three (3) working days' limit, the employee may within seven (7) working days present their grievance in writing to their supervisor who shall endorse their comments thereon and present it to their superior within seven (7) working days. The

superior shall hear the grievance and give their written decision to the employee within seven (7) working days after receiving the grievance.

Step 3

Grievance to Appointing Authority.

If the employee and superior cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the seven (7) working days' limit, the employee may within seven (7) working days present their grievance in writing to their Appointing Authority. The Appointing Authority shall hear the grievance and give their written decision to the employee within seven (7) working days after receiving the grievance.

Step 4

Grievance to Director and Manager.

If the grievance is not settled at the Appointing Authority level, it may be submitted by the Association Representative within twenty (20) working days to the Director of Human Resources, who shall investigate and report their findings and recommendations to the City Manager within ten (10) working days. The City Manager shall provide their answer within ten (10) additional working days. The times indicated may be extended by mutual agreement. Any employee grievance will be filed with the Association Representative at Step 4.

Following the submission of the City Manager's answer, and before going to Section 6, Advisory Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Section 6.

ADVISORY ARBITRATION.

Any dispute or grievance which has not been resolved by the grievance procedure may be submitted to advisory arbitration by the Association Representative or the City without the consent of the other party providing it is submitted within ten (10) working days, following its termination in the grievance procedure. The following Advisory Arbitration procedures shall be followed:

- (1) The requesting party will notify the other party in writing of the matter to be arbitrated and the contract provision(s) allegedly violated. Within five (5) working days of the receipt of this notice, the parties may agree upon an arbitrator, or a panel of three arbitrators trained in conducting grievance hearings.

If agreement on an arbitrator cannot be reached, the State Department of Industrial Relations shall be requested by either or both parties to provide a list of five arbitrators. Both the City and the Association shall have the right to strike two names from the list. The party requesting the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

-
- (2) The arbitrator shall hear the case within twenty (20) working days after the arbitrator has been selected. The arbitrator may make a written report of their findings to the Association and the City within fifteen (15) working days after the hearing is concluded. The arbitrator shall make rules of procedure. The decision of the arbitrator shall be advisory to the City Manager who shall render a final decision within ten (10) working days.

The arbitrator shall have no authority to amend, alter, or modify this agreement or its terms and shall limit recommendations solely to the interpretation and application of this agreement. The above time limits of this provision may be extended by mutual agreement.

- (3) Each grievance or dispute will be submitted to a separately convened arbitration proceeding except when the City and the Association mutually agree to have more than one grievance or dispute submitted to the same arbitrator.
- (4) The City and the Association shall share the expense of arbitrators and witnesses and shall share equally any other expenses, including those of a stenographer, if required by either party. If either party elects not to follow the advisory decision rendered by the arbitrator, that party shall pay the entire cost of the arbitration process, including the expense of the arbitrator, witnesses, and/or stenographer.

BLANK PAGE

For the City of Chula Vista

For MM/PROF/SEIU Local 221

Courtney Chase
Director of Human Resources
Lead Negotiator

Michaela Bursalyn, SEIU Local 221
Field Staff Director

Lynnette Tessitore, Chapter President

Frank Rivera, Chapter Vice President

Appendix (A)

Middle Management Classifications

Applications Support Manager	Plan Check Supervisor
Building Inspection Manager	Police Communications Systems Manager
Collections Supervisor	Police Support Services Manager
Crime Laboratory Manager	Police Technology Manager
Detention Facilities Manager	Principal Civil Engineer
Development Services Counter Manager	Principal Landscape Architect
Environmental Sustainability Manager	Principal Librarian
Environmental Services Manager	Principal Planner
Equipment Maintenance Manager	Principal Recreation Manager
Facilities Manager	Principal Traffic Engineer
Fleet Manager	Procurement Services Analyst
GIS Manager	Public Works Manager
Library Digital Services Manager	Records Manager
Library Operations Manager	Senior Librarian
Open Space Manager	Senior Recreation Manager
Operations and Telecommunications Manager	Stormwater Program Manager
Parks Manager	Supervising Public Safety Analyst

Appendix (B)

Professional Classifications

Applications Support Specialist
Building Project Manager
Cultural Arts Program Manager
Development Automation Specialist
Emergency Services Coordinator
EMS Nurse Coordinator
Information Technology Support
Specialist (T)
Landscape Architect
Principal Management Analyst
Principal Project Coordinator
Programmer Analyst
Risk Management Specialist
Senior Applications Support Specialist
Senior Economic Development Specialist
Senior Graphic Designer
Senior Information Tech. Support
Specialist
Senior Management Analyst
Senior Planner
Senior Police Technology Specialist
Senior Procurement Specialist
Senior Programmer Analyst
Senior Project Coordinator
Senior Public Safety Analyst
Senior Recreation Manager
Senior Risk Management Specialist
Senior Webmaster
Systems/Database Administrator
Veterinarian I
Veterinarian II
Veterinarian (Permitted)

Appendix (C)

The following classifications will receive a salary adjustment to the Second Quartile (50%) effective December 21, 2018:

Position Title	Salary Adjustment
Applications Support Specialist	11.86%
Building Project Manager	5.53%
Principal Management Analyst	4.13%
Programmer Analyst	9.89%
Senior Applications Support Specialist	9.56%
Senior Management Analyst	4.13%
Senior Programmer Analyst	9.56%