

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF YORBA LINDA
and
THE YORBA LINDA CHAPTER OF THE
ORANGE COUNTY EMPLOYEES ASSOCIATION

JULY 1, 2024 TO JUNE 30, 2027

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MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CITY OF YORBA LINLDA
(hereinafter called "City")**

and

**THE YORBA LINDA CHAPTER
OF THE ORANGE COUNTY EMPLOYEES ASSOCIATION
(hereinafter called the "Association")**

PREAMBLE

WHEREAS, pursuant to California law, the CITY acting by and through its designated representatives duly appointed by the governing body of said CITY, and the representatives of the ASSOCIATION, a duly recognized employee association, have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours and other terms and conditions of employment for the period of July 1, 2024 through June 30, 2027;

WHEREAS, except as otherwise expressly provided herein, all terms and conditions of this agreement shall apply to all employees represented by the Association; and

WHEREAS, the representatives of the CITY and the ASSOCIATION desire to reduce their agreement to writing.

NOW, THEREFORE, this Memorandum of Understanding is made to become effective July 1, 2024 and it is agreed as follows:

ARTICLE I

REPRESENTATION UNIT

It is recognized that the Yorba Linda Chapter of the Orange County Employees Association is the employee organization that has the right to meet and confer in good faith with the City on behalf of the miscellaneous employees of the City of Yorba Linda whose classifications are listed in Exhibit "A" of this agreement.

The City shall provide bulletin boards or space on existing bulletin boards at all City facilities. Such bulletin boards are to be available for the purpose of posting notices pertaining to Association business only.

ARTICLE II

BASIC COMPENSATION

There is hereby established a basic plan of classification, compensation and terms of employment for all miscellaneous employees of the City of Yorba Linda who are now or will in the future be employed in any of the classifications of employment listed in Exhibit "A".

The plan is created and established in order to recognize efficient service and will aid in establishing the principle of equal pay for equal work for municipal employment. The basic compensation plan shall consist of the monthly compensation ranges listed in Exhibit "A". Each range includes five (5) steps or rates of pay and shall be interpreted and applied as follows:

- A. The first step is the minimum rate and is normally the hiring rate of the class. The City Manager is authorized to make an appointment to a position at any other level of the salary range when he deems it necessary.
- B. Every employee in a regular, permanent, competitive service position shall have a salary anniversary date established at the completion of six (6) months of satisfactory service and shall receive a merit increase at this time upon recommendation of the Department Head and approval of the City Manager. In the event a miscellaneous employee is hired at the third step (C Range) or higher, the salary anniversary date will be established at

the completion of one (1) year of satisfactory service and may receive a merit increase at this time upon recommendation of the Department Head and approval of the City Manager.

- C. Salary on Promotion. When an employee is promoted from employment in one classification to employment in a classification allocated to a higher range, he/she shall be advanced to the lowest step in such higher range which will provide not less than a five percent (5%) wage increase over the salary received prior to the promotion, not to exceed top step. A new salary anniversary date shall be established which shall be six (6) months from the effective date of the promotion.

- D. Reassignment of Compensation Ranges. Any employee who is employed in a classification which is reassigned to a different salary range from that previously assigned shall be retained at the same salary step in the new range as previously held and shall retain credit for the length of service in such step; provided, however, the City Manager may at the time of reassignment, place the employee in such step and make such change in anniversary dates as may be deemed appropriate.

- E. Compensation on Transfer. The salary rate and salary anniversary date of an employee who is transferred within the classification shall not change.

- F. Change in Class Salary Range. If a classification is allocated to a different salary range, an employee in a position in that classification shall be compensated at the same numbered step in the new range as he/she was receiving in the previous range and his/her salary anniversary date shall not change.

- G. Compensation for Provisional Appointments. Subject to the following limitations, an employee who is required on the basis of a provisional appointment, to serve in a class with a higher salary range than that of the classification in which he/she is normally assigned, shall receive the entrance salary rate of the higher salary or one rate higher than the rate he/she normally received, whichever is greater.

1. The written approval of the City Manager shall be required.
 2. The employee shall perform all the duties and assume all the responsibilities of a higher class.
 3. Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of newly budgeted positions.
- H. Salary on Demotion. An employee who is demoted shall have his/her salary rate reduced to the nearest lower salary rate of the classification of the position to which he/she is demoted. He/she shall not be required to serve a probation period in the lower position. The effective date of the demotion shall become his/her new salary anniversary date, and he/she shall earn eligibility for annual merit increases thereafter.
- I. Length of Service Required when Advancement Denied. When an employee has not been approved for advancement to the next higher step, he/she may be reconsidered for such advancement at any subsequent time up to their next regular semi-annual or annual eligibility date.
- J. Special Merit Advancement. In such cases wherein an employee demonstrates exceptional ability and proficiency in the performance of his/her duties, his/her Department Head may recommend to the City Manager a special merit increase without regard to the minimum length of service. Advancements under this Section shall not change the employee's salary anniversary date.
- K. Pay Periods. All employees shall be paid on a biweekly basis. The basic biweekly salary shall be computed by multiplying the monthly salary by twelve (12) months and dividing the resultant product by twenty-six (26) pay periods. The basic hourly rate for all employees with a scheduled forty (40) hour work week shall be computed by dividing the biweekly salary by eighty (80) hours.

- L. Work Week and Work Day The regular work week for all employees shall be forty (40) hours. For purposes of accruing vacation, sick leave and bereavement leave, the working day for forty (40) hours per week employees shall be eight (8) hours.

- M. Lead Pay Employees designated by the City Manager as the lead employee in a particular classification shall receive additional pay in the amount of 5% of their base salary. If an employee assumes or is scheduled to assume the preponderance of duties of a lead classification, the need shall be re-visited after six (6) months in the assignment.

- N. Out of Classification Pay Employees designated by the City Manager as having been assigned special job duties on a temporary basis that are 1) outside of the job description for their classification and 2) for reasons other than provisional appointment as outlined in Article II(G), shall receive additional pay in the amount of 5% of their base salary. This pay shall **NOT** be categorized as Special Compensation, within the meaning of the Public Employees' Retirement Law, for purposes of computing pensionable compensation. Employees will be required to sign a form acknowledging their understanding that this additional pay will not be added to their base pay for purposes of computing pensionable compensation. In the event an employee performs the out of classification duties in excess of six (6) months, then the Department Head or designee shall re-evaluate the situation to determine if the need still exists and whether a permanent re-classification is warranted.

ARTICLE III
COMPENSATION

Effective July 1, 2024, each classification in the bargaining unit shall be adjusted by a 6% cost-of-living adjustment (COLA).

Effective July 1, 2025, each classification in the bargaining unit shall be adjusted by a 3.0% COLA.

Effective July 1, 2026, each classification in the bargaining unit shall be adjusted by a 3.0% COLA.

Classifications and Salary Ranges are included in Exhibit "A"

The City shall perform a total compensation market study and provide it to the OCEA at least four (4) months prior to the expiration of this MOU. The results of the total compensation market study shall be one of the many factors that may be considered by the parties in formulating and considering proposals for a successor to the 2024-27 MOU, however, the product of the above studies shall not result in any mandated changes in wages, hours or other terms and conditions of employment.

ARTICLE IV RETIREMENT

Employment with CITY is subject to the California Public Employees' Pension Reform Act of 2013 (hereinafter "PEPRA") and the California Public Employees Retirement System (hereinafter "CalPERS").

Pursuant to PEPRA, individuals who are employed by any public employer before January 1, 2013, and who become employed by CITY for the first time on or after January 1, 2013, shall be subject to the retirement plan that was available to comparable CITY safety or non-safety employees as of December 31, 2012, if the individual was subject to reciprocity with CalPERS.

Pursuant to PEPRA, individuals who were previously employed by CITY, and who become reemployed by CITY after January 1, 2013, shall be subject to the retirement plan that was in effect at the time they separated from the employment of CITY, regardless of the length in the break of service.

PEPRA requires a different benefit plan for CITY employees who are hired on or after January 1, 2013, and who are new employees and new members on or after January 1, 2013.

PEPRA defines a “new employee” to mean either of the following: an employee, including one who is elected or appointed, of a public employer who is employed for the first time by any public employer on or after January 1, 2013, and who was not employed by any other public employer prior to the that date. A “new employee” also means an employee, including one who is elected or appointed, of a public employer who is employed for the first time by any public employer on or after January 1, 2013, and who was employed by another public employer prior to that date, but who was not subject to reciprocity.

PEPRA defines a “new member” to mean an individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who is not a member of any other public retirement system prior to that date; an individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date that was not subject to reciprocity; or an individual who was an active member in a retirement system and who had a break in service of more than six months before returning to active membership in that same retirement system with a new employer.

Effective January 1, 2013, public employers that offer a defined benefit plan shall only offer the defined benefit formulas to new members established pursuant to PEPRA.

Effective January 1, 2013, each retirement system that offers a defined benefit plan for non-safety members who are new members will have a retirement formula that is 2% @ 62.

Equal sharing of normal costs between public employers and public employees shall be the standard for new members. The standard shall be that employees pay at least 50% of normal costs. Employers cannot pay any of the required employee contribution for new employees who are also new members.

The “normal cost” is defined as the annual actuarially determined normal cost for the defined benefit plan of an employer expressed as a percentage of payroll.

Once the new member’s contribution rate is established, the employee’s contribution rate can automatically be adjusted upwards or downwards, but only if the normal cost rate increases or decreases by more than 1% of payroll above or below the normal cost rate in effect at the time

the employee contribution rate is first established, or the normal cost rate in effect at the time of the last adjustment of the employee contribution rate.

The employee contributions for new members may be more than one-half of the normal cost if the increase has been agreed to through the collective bargaining process subject to several restrictions.

Final compensation for new members shall now mean the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months immediately preceding his or her retirement. The member also has the option of designating an alternative 36 consecutive month period during the member's applicable service.

Classic Members

This retirement plan only applies to classic members within the meaning of PEPRRA. Classic members are those individuals employed by CITY prior to January 1, 2013. Classic members are also those individuals who are hired by CITY after January 1, 2013, and who were employed by another public agency prior to January 1, 2013, and who had membership with a previous reciprocal retirement system without a six month break in service between employment by eligible public agencies.

The City shall provide a retirement benefit package for the employees which is based on single highest year compensation and includes unused sick leave credit, post-retirement survivor allowance and Level 4 1959 Survivors Benefits.

As of July 2016, classic members shall contribute a total of 7.0% PERS contribution towards the employer's share, and CITY shall contribute the balance of the employee's and employer's share of the contribution to PERS pursuant to Government Section Code 20516(a).

As of August 7, 2007, the City pays and reports the value of Employer Paid Member Contribution (EPMC) to CalPERS as additional compensation for each employee. This benefit shall consist of paying 7% of the normal contributions for employees, and reporting this 7% as compensation earnable.

New Members

This retirement plan only applies to new members hired by CITY on or after January 1, 2013.

The member contribution rate will be half the normal cost of payroll as determined by CalPERS. The member contribution rate may change over time if the total normal cost rate for new miscellaneous members fluctuates by more than 1% of payroll. The total normal cost rate will be impacted over time by the actual demographics of CITY's miscellaneous plan and the actuarial assumptions used in the funding of the retirement benefits. The member rate will be reviewed once a year by CalPERS when the actuarial valuation of CITY's miscellaneous plan is performed.

CITY shall promptly notify Association and the affected member of any change in the member contribution rate imposed by CalPERS during the term of this MOU. Any such change in the member contribution rate is mandatory, and it shall be implemented by City in accordance with the CalPERS notification. Any change in the member contribution rate during the term of this MOU imposed by CalPERS shall not be subject to the meet and confer process, and the parties specifically agree that changes in the member contribution rate for new members are outside the scope of representation.

These benefits are not available to limited service employees which include part-time, seasonal or temporary employees.

ARTICLE V

MEDICAL/HEALTH AND LIFE INSURANCE

Life Insurance on Employee. The CITY shall provide life insurance on the life of each regular, permanent, competitive service employee and pay the full annual premium. The face amount of said policies shall be equal to the employee's annual salary and increasing it to the nearest one thousand dollars (\$1,000) to a maximum of two hundred thousand \$200,000. Additional life insurance coverage may be purchased if the employee pays for the additional premium. Upon

separation from employment, continuation life insurance coverage may be purchased if the employee pays for the additional premium.

Medical/Health Insurance. The CITY shall provide health insurance to employees through the CALPERS PEMHCA medical program. The CITY shall pay toward the annual cost of the health plan in accordance with the following schedule:

Regular, competitive service employees

Effective January 1, 2017, all City employees shall participate in the City's "cafeteria plan". Effective January 1, 2017, the City shall contribute an amount equal to the average family rate of all HMO plans offered through the CALPERS PEMCHA medical program to the "cafeteria plan". The above contribution amount will be adjusted on a yearly basis effective January 1st of each year, according to the published CALPERS PEMCHA medical premium rates for Orange County.

Employees hired on or after April 1, 2017 shall receive a City contribution to the "cafeteria plan" of 90% of the average family rate of all HMO plans offered through CALPERS PEMCHA medical program. In addition, employees will receive a City contribution to an established health reimbursement account (HRA) of 10% of the average family rate of all HMO plans offered through CALPERS PEMCHA medical program. The above contribution amounts will be adjusted on a yearly basis effective January 1st of each year, according to the published CALPERS PEMCHA premium rates for Orange County

The cafeteria plan is utilized first to pay health insurance premiums; any residual amount may be received as cash. Employees may elect to adjust their contribution to deferred compensation in an amount equal to part or all of any residual amount above the cost of their medical premiums.

Employees who wish to opt out of medical coverage with the City of Yorba Linda will receive the cash equivalent of the cafeteria amount subject to their hire date. To qualify to waive medical coverage with the City of Yorba Linda, the employee must show proof of coverage in a group health plan such as with a spouse's employer. Proof of other group coverage must be submitted each year at open enrollment.

Retired, competitive service employees and employees' dependents

Retirees and their dependents are eligible to participate in the CALPERS PEMHCA medical program.

Employees hired before April 1, 2017, will receive the CALPERS minimum required contribution toward their retiree medical. In addition, those employees who have retired from a retirement system the City participates in within 120 days of separation from the City will receive an additional City contribution to a health reimbursement account (HRA) toward their retiree medical in a total amount, including the CALPERS minimum required contribution describe above, up to the average of the two party HMO rates provided on a yearly basis by CALPERS. The above contribution amounts will be adjusted on a yearly basis effective January 1st of each year, according to the published CALPERS PEMCHA premium rates for Orange County. The amount deposited into each retiree's HRA account will be no greater than the total cost of their monthly health insurance premium, and any remaining funds not utilized for premiums is forfeited to the City.

Employees hired on or after April 1, 2017, will receive the CALPERS minimum required contribution toward their retiree medical.

Part-time permanent employees and employees' dependents

Effective January 1, 2015, the City will pay \$269.46 per month for the PERS Health Plan premium on behalf of those employees and their dependents who opt to participate in the PERS Health Plan. City health contribution increases for Permanent Part-time (30 hour) employees will be adjusted in accordance with the Affordable Care Act formula published on a yearly basis. The employee will be required to pay for the balance of the premium.

Part-time permanent employees enrolled in the CALPERS medical program may continue on coverage if they retire from the City of Yorba Linda within 120 days of separation from the City. The City will contribute the required CALPERS minimum contribution toward their retiree coverage.

ARTICLE VI

DENTAL AND VISION INSURANCE/EMPLOYEE ASSISTANCE PROGRAM

The CITY shall provide dental and vision insurance and employee assistance program benefits for the following classes of employees and their dependents. The CITY shall pay - the annual cost of the dental, vision and employee assistance program in accordance with the following schedule:

Regular, competitive service employees. The City will provide Dental and Vision Coverage for employees and dependents.

Part-time, permanent employees and employees' dependents. Access to the City's dental and vision plan is available to these employees at an annual cost to be determined by the City.

Retired competitive service employees and employees' dependents. For employees hired prior to April 1, 2017, the City will provide Dental and Vision Coverage in retirement. Coverage is also provided to eligible dependents.

Employees hired on or after April 1, 2017, will not be eligible for Dental or Vision coverage in retirement.

Part-time, permanent employees hired on or after April 1, 2017, will not be eligible to purchase Dental or Vision coverage in retirement.

Limited service employees - temporary/seasonal. No coverage is provided.

Employee Assistance Program (EAP) – The City provides an Employee Assistance Program for all full-time benefited employees and any members of their household. The EAP program provides face-to-face counseling along with a variety of other life-event services at no cost to the employee or their family.

ARTICLE VII

SECTION 125 PLAN

The CITY shall provide a Section 125 Plan for employees to seek reimbursement for expenses relating to medical and dependent care.

ARTICLE VIII

DISABILITY INSURANCE

A. The CITY shall provide a short term and long term disability insurance plan for all regular, permanent, competitive service employees. The CITY pays one hundred (100) percent of the premium for both plans.

B.1. Short-term disability.

a. Fourteen (14) day elimination period. (First day coverage if hospitalized due to an accident.) Employees shall be required to use sick leave during the elimination period. Use of vacation accrual at the end of sick leave shall be at the option of the employees.

b. At the end of the fourteen (14) day elimination period the employee shall receive fifty (50) percent of his/her salary for the remainder of the short-term disability period, to a maximum of one thousand (1,000) dollars per week.

B.2. Long-Term disability.

a. One hundred eighty (180) day elimination period.

b. At the end of the one hundred eighty (180) day elimination period, the employee shall receive the lesser of:

i. Sixty (60) percent of pre-disability earnings, to a maximum of (10,000) dollars per month.

ii. Seventy (70) percent of pre-disability earnings, reduced by deductible income to a maximum of (10,000) dollars per month.

ARTICLE IX

9/80 WORK SCHEDULE

The City shall implement a 9/80 work schedule which consists of two consecutive work periods containing the equivalent of nine work days instead of ten in a two week period. Employees will work eight days for nine hours per day and one day for eight hours, for a total of eighty hours in two consecutive work periods. Exceptions to the 9/80 work schedule shall be those employees determined by the City Manager to be necessary in order to maintain specific City operations and service levels. These exceptions include a standard forty-hour schedule, a 4/10 schedule, and other alternative schedules determined by the City Manager.

ARTICLE X

VACATION LEAVE

All regular, permanent, competitive service employees shall be granted annual vacation leave and shall accrue annual vacation leave on the following basis:

1 - 3 years of service	2 weeks/year or 3.077 hours/pay period
4 - 9 years of service	3 weeks/year or 4.615 hours/pay period
10 + years of service	4 weeks/year or 6.154 hours/pay period

Part-time regular, permanent competitive service employees shall accrue vacation time on a pro-rata basis based on the full-time equivalent level of their position (e.g. 0.75 or 0.50).

Employees may accumulate an amount up to double their annual accrual. Any excess “carryover” must be approved by the City Manager. Once the maximum accrual is reached, there is no more accrual of vacation until one goes below the maximum and has “cap room” to accrue.

Any unused vacation time above one-half of the employee’s annual vacation accrual may be subject to buyback in June of each year at the employee’s option. The buyback is based on the number of unused vacation hours requested for buyback multiplied by the employee’s hourly rate. In order to be eligible for the yearly buyback, an employee must utilize a minimum of forty (40) hours of vacation during the fiscal year in which the buyback is requested.

ARTICLE XI
SICK LEAVE

All regular, permanent, competitive service employees shall accrue annual sick leave at a rate of one day (eight hours) per calendar month. Part-time, regular, permanent, competitive service employees shall accrue sick leave on a pro-rata basis based on the full-time equivalent level of their position (e.g. 0.75 or 0.50). Employees are eligible to accumulate a maximum of 2,500 hours of sick leave.

Employees hired prior to July 1, 2001, shall be paid upon separation any accumulated, unused sick leave at the rate of 25% after ten (10) years of service; 50% after fifteen (15) years of service; and 75% after twenty (20) years of service. Unused sick leave shall be paid at a rate of 100% only if the employee contributes the entire amount of the funds up to the IRS annual limit into a qualified deferred compensation plan implemented by the City. Any funds available beyond the IRS limit will be paid as cash at the rate of 100%.

Employees hired on or after July 1, 2001 shall not be eligible for the payoff of unused sick leave upon separation as set forth above.

ARTICLE XII
PERSONAL NECESSITY LEAVE

All regular, permanent, competitive service employees participating in a 9/80 Plan shall not be granted personal necessity leave. All regular, permanent, competitive service part- and full-time employees not participating in a 9/80 Plan shall be granted personal necessity leave not to exceed five (5) days per fiscal year. Personal necessity leave shall be used only for circumstances requiring the employee to be away from the office that are not covered under the City's sick leave policy such as non-medical appointments that cannot be scheduled on the employee's regular days off or other emergencies. Personal necessity leave shall not be used as additional vacation leave or for appointments that could be scheduled on an employee's regular days off. By requesting this leave, an employee self-attests that the reason for the absence falls under a qualifying circumstance. Personal necessity leave shall be deducted from accumulated sick leave.

ARTICLE XIII

INDUSTRIAL SICK LEAVE

Whenever any permanent employee is absent on account of injuries arising out of and in the course of his or her employment, such employee shall receive full compensation during the first three (3) days of such absence. Thereafter compensation shall be paid in accordance with and under the provisions of the Workers' Compensation Insurance and Safety Act of the State of California. The CITY shall, in addition thereto, compensate for any such employee who is still absent from duty after the third day, an amount equal to the difference between the amount said employee receives from the Workers' Compensation Insurance Fund and the amount of his or her regular compensation. The employee is justly entitled to receive the maximum allowance as provided herein. This additional compensation shall be for a maximum period of one hundred eighty (180) calendar days. The one- -hundred eighty (180) calendar day period need not be consecutive if the employee's absence is directly traceable to a single accident.

ARTICLE XIV

SUBPOENAED ABSENCE

A regular, permanent, competitive service employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena on CITY business provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the City Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

ARTICLE XV

JURY DUTY

An employee summoned to and serving on jury duty shall inform his Department Head and may be absent from duty with full pay. Except for travel expense, the employee shall receive the difference between his full regular pay and the pay received for jury duty.

ARTICLE XVI

LEAVE OF ABSENCE WITHOUT PAY

Permanent full or part-time employees, or probationary employees, encountering an emergency or unplanned circumstance which requires their attention away from the workplace may request a leave of absence. Employees will be eligible for leave of absence without pay only if they have exhausted all eligible and available vacation, sick, and other accrued leave balances. The department head may grant via written approval a leave of absence without pay for a period not to exceed one (1) week. The City Manager may grant a permanent or probationary employee leave of absence without pay for a period not to exceed one (1) year. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at the expiration of the leave shall be cause for discharge. Failure of the employee to report for work more than five consecutive days after his or her leave of absence has ended shall constitute an automatic resignation by the employee as of the date on which the employee was due to return to work.

ARTICLE XVII

MILITARY LEAVE OF ABSENCE

All permanent, competitive service employees are entitled to military leave of absence. An employee who has been in the service of the Armed Services of the United States (Army, Navy, Marine Corps or Air Force) for active reserve duty, shall be allowed a paid leave of absence for a period not to exceed thirty (30) days in any calendar year, provided that the period of active reserve duty does not exceed one hundred eighty (180) calendar days. An employee required to perform active duty with such organizations for a period in excess of that for which compensation may be paid hereunder may be granted a leave of absence without pay. CITY service shall not be deemed to be interrupted by such absence. An employee's employment status, with reference to promotion or continuance in office, employment, reappointment to office

or re-employment, shall not be prejudiced directly or indirectly by reason of any absence from duty on account of actual service in the military forces of the United States.

ARTICLE XVIII

CATASTROPHIC LEAVE

All permanent, competitive service employees may receive catastrophic leave donations from other employees (on a voluntary basis) if the employee has a catastrophic medical condition which will require the employee to be on unpaid leave for at least one month. Provided the employee has exhausted all accrued sick leave, vacation, and compensatory time, a written request for donations shall be submitted to the Department Head. The request must be accompanied by a medical statement from the employee's attending physician who verifies the employee's need for an extended medical leave and must include a brief statement of the nature of the illness or injury and an estimated time the employee will be unable to work. Employees who receive donations under this procedure and who exhausted all donated sick leave may request an additional donation period subject to the aforesaid provisions.

ARTICLE XIX

OVERTIME

Payment for Overtime.

Except for employees exempt from the provisions of the Federal Fair Labor Standards Act, employees shall be compensated for overtime by the payment at the rate of one-and-one-half (1-1/2) times base salary for all hours over forty (40) paid in an FLSA seven (7) day work period, and at the rate of two (2) times base salary for Sundays and holidays regardless of the number of hours worked in the FLSA seven (7) day work period.

Scheduled and approved holiday hours, floater holiday hours, vacation hours, compensation hours and personal necessity hours shall be considered as "hours worked" for the purpose of calculating overtime. The aforementioned examples regarding compensation hours which are paid, but not worked will be accounted for as if they were worked for calculating overtime. .

Sick hours shall not be considered as “hours worked” for the purpose of calculating of overtime.

Compensatory Time.

- A. Subject to the approval of the Department Head or designee, employees may elect to take compensatory time off in lieu of receiving overtime pay. An employee who requests and is approved for compensatory time off in lieu of overtime is entitled to one-and-one-half (1-1 /2) hours of compensatory time off for each hour for which he/she would otherwise be entitled to overtime pay and two (2) times base salary for Sundays and scheduled holidays. Compensatory time accumulated may not exceed forty (40) hours at any one time.

- B. Compensatory time off must be used in a minimum of quarter (.25) hour increments. Additionally, compensatory time off may be used in combination with vacation time, sick leave, and/or personal necessity. Other leave time (i.e., vacation, sick leave, personal necessity, etc.) cannot be converted to compensatory time.

ARTICLE XX

STANDBY PAY

An employee assigned to standby duty and placed on the standby list during the employee's regular time off shall be compensated in the following manner:

- 1. The equivalent of two (2) hours at the employee’s regular rate of pay for Monday through Friday.
- 2. The equivalent of three (3) hours at the employee’s regular rate of pay for Saturday, Sunday and scheduled holidays.
- 3. The equivalent of three (3) hours at the employee’s regular rate of pay for a furlough day or closed Friday of the 9 days/80-hour work schedule.

The designated “weekend” 4 days/10 hours work schedule employee assigned to standby duty and placed on the standby list during the employee's regular time off shall be compensated in the following manner:

1. The equivalent of two (2) hours at the employee's regular rate of pay for the four days on which the employee normally works.
2. The equivalent of three (3) hours at the employee's regular rate of pay on the three days that are designated as the employee's regularly scheduled "weekend" days off.

Standby pay is not applicable to regular forty (40) hour per week pay. Overtime rate or compensatory time pay starts the moment the employee is called/begins the journey to the yard/job site and stops when the employee leaves the yard or job site. Anytime an employee is called/begins the journey to the yard, the employee is paid at the overtime rate or compensatory time as follows:

1. A minimum of two (2) hours at time and one-half for callback duty work performed on Monday through Saturday.
2. A minimum of two (2) hours at double time for callback duty work performed on Sunday or scheduled holidays.

ARTICLE XXI

HOLIDAYS

The CITY shall recognize the following days as paid holidays for all employees with annual holiday schedules published prior to the start of the calendar year:

New Years Day
Martin Luther King's Birthday
Lincoln's Birthday (1)
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas

New Year's Eve -

- (1) Lincoln's Birthday has been changed to the employee's birthday, which may be used at any time during the fiscal year.
- (2) Any scheduled holiday falls that on an employee's scheduled Saturday off will be recognized on Friday, the day before. If that Friday happens to be a scheduled day off, or if an employee is required to work on the recognized Friday holiday, the holiday hours will be converted to floater hours and may be taken at any time during the fiscal year. Any scheduled holiday that falls on an employee's scheduled working Saturday will be recognized for that employee on Saturday.
- (3) Any scheduled holiday that falls on an employee's scheduled Sunday off will be recognized on Monday, the day after. If that Monday happens to also be a scheduled day off, the holiday hours will be converted to floater hours and may be taken at any time during the fiscal year. Any scheduled holiday that falls on an employee's scheduled working Sunday will be recognized for that employee on Sunday.
- (4) If a scheduled holiday otherwise falls on an employee's regularly scheduled day off, the holiday hours will be converted to floater hours and may be taken at any time during the fiscal year.

All City facilities shall be closed to the public between the Christmas Day and New Year's Eve holidays. Employees may choose to work on the non-holiday closure days or must submit paid time off for any non-holiday workdays during the closure.

Holiday Pay

All full-time and permanent part-time employees (including probationary employees) shall not be required to be on duty on holidays unless the employee's services are needed and required in the interests of the public health, safety, or general welfare. In such a case, any such employee shall be entitled to compensation at two (2) times the regular rate of pay if the employee has worked in excess of forty (40) hours for the week in which the holiday occurs.

Each of the designated holidays which fall on a working day when City offices are normally open under the City's 9/80 Plan will be observed for the same number of hours as that normally scheduled work day. Therefore, for full-time employees, holidays that fall on an eight (8) hour Friday will be compensated as eight (8) hours, holidays that fall on a normal nine (9) hour workday will be compensated as nine (9) hours, and holidays that fall on a normal ten (10) hour workday will be compensated as ten (10) hours. For permanent part-time employees, the applicable number of holiday hours granted on a holiday shall be determined based on the number of hours that the employee would normally work on that day (i.e. an employee who normally works six (6) hours on the day of the holiday shall receive six (6) holiday hours of pay.

Employees who are sick on holidays that are normal duty days will not receive extra holiday credit and will not be charged for sick leave.

If an employee is on leave without pay during the time period in which the holiday occurs, the employee will not receive holiday pay.

Floating Holidays

Floating holiday hours may be used subject to approval of the Department Director after consideration of the departmental workload and other staffing considerations, such as, but not limited to, the leave schedules of other employees already approved, medical leave and position vacancies. The floating holiday will be credited for the same number of hours as scheduled on the day the holiday floater is taken. Floating holiday hours shall be taken during the same fiscal year in which they are earned, and if not used, shall be lost.

If a floating holiday is taken on a day when an employee is scheduled to work, the employee must have a sufficient number of floating holiday hours, vacation leave, or compensatory time to cover the eight (8) or nine (9) hour workday. Absent these accrued leave times, an employee's time will be reflected as leave without pay for the difference.

ARTICLE XXII

BEREAVEMENT LEAVE

Upon request, regular, permanent competitive service employees in full-time and permanent part-time status shall receive necessary time off with pay, not to exceed five (5) days in any one (1) instance, to attend to a member of their immediate family who has become critically ill to the point where death is imminent, or to arrange for or attend a funeral of a member of their immediate family. For purposes of this section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild, person for which the employee serves as legal guardian or person that has dependency upon the employee. Bereavement days may be used non-consecutively.

ARTICLE XXIII

ASSOCIATION MEETINGS

The Association President or designee shall be granted time during normal business hours not to exceed six (6) hours per fiscal year to conduct Association business. The Association President or designee shall provide an accounting of his or her Association business related hours to the Personnel Officer.

ARTICLE XXIV

BOOT/UNIFORM ALLOWANCE

Employees in job classifications who are required to wear safety boots shall be entitled to a reimbursement of up to two-hundred (\$200) dollars per fiscal year for the purchase or repair of approved boots. Reimbursement shall be issued upon presentation of a receipt of such purchase/repair. Employees will be responsible for properly maintaining and safekeeping their work boots. Replacement for lost or abused boots will not be made.

The following classifications will receive a uniform allowance equal to \$26.22 per month, which reflects the value of the uniforms and related maintenance provided by the City. This amount is reported to CALPERS as pensionable compensation and as compensation subject to federal and state income taxes.

Maintenance Worker I; Maintenance Worker II; Landscape Inspector; Leadworker; Maintenance Contract Administrator; Facilities Maintenance Technician; Custodian, Facilities Maintenance Custodian.

ARTICLE XXV
LAYOFF POLICY

It may be appropriate in certain circumstances for the City to reduce its staff. The CITY shall update the layoff policy to provide greater detail as to the layoff procedures.

ARTICLE XXVI
MISCELLANEOUS PROVISIONS

Automobile Use Reimbursement. An employee may claim automobile reimbursement for the use of his/her own private automobile in the course of his/her CITY employment or on CITY business. Such use of a private vehicle shall only be when the CITY vehicle is not available for transportation. Reimbursement at a rate consistent with the Internal Revenue Service standard may be approved for use of private vehicles on CITY business within the CITY or within a radius of sixty (60) miles there from.

Commercial Transportation Allowance.

- A. Allowances for use of commercial transportation shall be based upon scheduled airline coach rates in regard to all out-of-town travel on CITY business.
- B. The use of private vehicles by employees on CITY business on out-of-town CITY trips, within the State, may be approved by the City Manager. If an employee prefers to use his/her private vehicle, he/she may be reimbursed up to the amount of the cost of commercial transportation only. The Internal Revenue Service standard rate per mile will not apply in cases where the calculated reimbursement amount exceeds the cost of commercial transportation.
- C. When air, rail or public transportation is used, expenses necessary for local transportation, such as taxi cab and bus fare, will be allowed whenever such

transportation is necessary for the conduct of CITY business after approval by the City Manager.

Out-of-City Travel Meetings and Convention Expense.

If, in the judgment of the City Manager, the estimated expenses of the approved contemplated travel, lodging and other related expenses pertinent to said trip are too high and would create a hardship for the employees to finance initially and the employees do not have City-issued purchasing cards, then the City Manager may authorize an advance payment of the estimated amount to the employee. Upon return of the employee from said trip, he/she shall submit an itemized statement as to his/her actual expenses. Final adjustments shall be made to the favor of the employee or the CITY, whichever the case may be. The cost of lodging and meals shall be at a reasonable rate, appropriate to the purpose of the trip, and in compliance with Administrative Order No. 51 – Transportation, Travel and Meeting expenses.

Miscellaneous Expense. Telephone and telecommunication charges incurred while on out-of-city business will be allowed for work-related calls as approved by the Department Head, Finance Department or City Manager.

ARTICLE XXVII

AVOIDANCE OF INEQUITIES

Subject to City Council approval, the City Manager may authorize special adjustment to avoid or eliminate inequities resulting from the strict application of any provisions of this Contract.

ARTICLE XXVIII

NONDISCRIMINATION

No person in the competitive service or applying for a position therein, shall be employed, promoted or discharged, or in any way favored or discriminated against because of political opinions or affiliations or because of race, color, sex, age, ancestry, national origin, handicap or religious belief.

No question posed in any examination, on any application form, or by any appointing power shall be framed so as to attempt to elicit information concerning race, color, sex, age, ancestry,

national origin, handicap, political or religious opinions or affiliations of any applicant unless such information is determined by the Personnel Officer to be job related and a requirement for appointment within the guidelines established by the State and Federal Government.

ARTICLE XXIX

SEVERABILITY

In the event that any provisions of this Memorandum of Understanding are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all other provisions are not declared invalid shall remain in full force and effect.

ARTICLE XXX

EXISTING CONDITIONS OF EMPLOYMENT

Except as provided herein, all other existing terms and conditions of employment affecting the ASSOCIATION and its members shall remain in full force and effect.

ARTICLE XXXI

BILINGUAL PAY

Employees designated by the City Manager shall receive bilingual pay in the amount of \$40 per pay period.

ARTICLE XXXII

CLASS B DRIVER'S LICENSE

Employees designated by the City Manager shall receive pay in the amount of one-hundred (\$100) per month for possessing a valid Class B License to operate specified equipment.

ARTICLE XXXIII

DEFERRED COMPENSATION

Beginning October 1, 2018 the City will make a matching contribution of up to \$50 per month to each employee's deferred compensation account provided that the employee is making a monthly contribution. Beginning January 1, 2022, all newly hired employees covered by this

agreement will be automatically enrolled in the deferred compensation plan at the matching level (\$50 per month) with an option to affirmatively opt out.

ARTICLE XXXIV

GRIEVANCE PROCEDURE

Any non-probationary permanent full- or part-time employee in the competitive service shall have the right to invoke the grievance procedure on the basis of any alleged violation of the personnel rules and regulations or this memorandum of understanding, including alleged improper treatment of the employee where such treatment is not the result of a disciplinary process, performance evaluation, or alleged violation of accepted safety practices and procedures. Employee performance evaluations and management rights reserved to the City shall not be subject to the grievance procedure herein.

The time limits specified for grievances may be extended to a definite date by mutual agreement of the employee and the City Manager, but absent such agreement, the failure of an employee to proceed with a grievance within the time limits specified shall be deemed a resolution of the grievance based on the last decision reached.

Non-Disciplinary grievances will be handled in a three (3) step process as follows: 1) Informal Grievance, 2) Formal Grievance, and 3) Appeal.

Step 1 – Informal Grievance

Whenever possible, an employee who has a complaint should try to solve the problem through informal discussion with his or her immediate supervisor. Upon receipt of such a complaint or grievance, verbally or in writing, the immediate supervisor shall investigate if necessary and reply within five (5) working days. If the employee is not satisfied with the reply, he or she may file a formal grievance.

Step 2 – Formal Grievance

A formal grievance may be filed by an employee or their union representative within ten (10) working days of the occurrence of the act or omission giving rise to the grievance and shall be presented in writing by the employee, or their designated representative, to the employee's

Department Head, with a copy sent to the City Manager. The Department Head shall make any investigation deemed necessary to allow fair consideration of the grievance and shall present a written reply to the employee within ten (10) working days after receipt of the grievance. A copy of the reply shall be forwarded to the City Manager.

Step 3 – Appeal

If the employee is still not satisfied with the decision, he or she may file a written appeal to the City Manager within five (5) working days after receipt of the Department Head's reply. Within ten (10) working days, the City Manager shall make a written decision which shall be final and binding on all parties.

When disciplinary action has been taken and the employee has received written notification of the determination resulting in a demotion, suspension, reduction in pay, or termination, the employee shall have the right to appeal in person or in writing to the Assistant City Manager. A disciplinary appeal process will be conducted in a two (2) step process as follows: 1) Assistant City Manager, 2) City Manager Appointment of a Hearing Officer.

Step 1 – Assistant City Manager

The employee or their representative must submit a written request for a hearing and provide written responses to the charges within seven (7) working days after having been provided with a copy of the notice of determination. Any failure to appeal within the process and prescribed timelines shall make the action of the hearing officer final and conclusive.

The Assistant City Manager, serving as the hearing officer, shall set a date, time, and location for hearing to be held within ten (10) working days of receipt of the appeal. Upon meeting with the employee and/or employee's representative, the Assistant City Manager may further investigate before reaching a final determination. The Assistant City Manager shall render a decision in the matter as to the charges and the level of disciplinary action to be received within fourteen (14) working days of the hearing.

Step 2- City Manager Appointment of a Hearing Officer

1. When a disciplinary action has been taken and the employee has received written notification of the determination at Step 1 of the appeal process that results in sustaining a demotion, suspension, reduction in pay, or termination, the employee shall have the right to appeal in person or in writing to a hearing officer appointed by the City Manager from a list of hearing officers provided by the State Mediation and Conciliation Service through a mutual strike process.
2. The employee must submit a written request for a hearing and provide written responses to the charges within seven (7) working days after having been provided with a copy of the notice of determination after the step 1 appeal process. Any failure to appeal within the process and prescribed timelines shall make the action of the step 1 hearing officer final and conclusive.
3. The City Manager shall appoint the hearing officer to conduct a hearing on the appeal of any disciplinary action not satisfactorily resolved at Step 1 of the appeal process. The hearing officer shall set a date, time, and location for a hearing to be held within ten (10) working days of receipt of the appeal.
4. A hearing shall be conducted in the manner most conducive in the opinion of the hearing officer to the determination of the truth, and the hearing officer shall not be bound by technical rules of evidence. Decisions made shall not be invalidated by an informality in the proceedings.
5. The hearing shall be closed.
6. The hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. The hearing officer shall base his or her findings on the preponderance of evidence.
7. Each side will be permitted an opening statement and closing argument. The Department Head, and/or legal representative for the Department Head, shall present his or her witnesses and evidence to sustain the charges, and the employee and/or representative for the employee, will then present his or her witnesses and evidence in defense.
8. Each side will be allowed to make opening and closing statements, and will be allowed to examine and cross-examine witnesses under oath.

9. Both the Department Head and the employee or their respective designees may be represented by legal counsel.

10. The hearing officer shall, if requested by either party, subpoena witnesses and/or require production of the records or material evidence. The hearing officer may, prior to or during a hearing, grant a continuance for any reason he or she believes to be important to his or her reaching a fair and proper decision.

11. The hearing officer shall prepare a recommended decision and forward it to the City Manager no later than thirty (30) days after the matter of appeal was taken under submission by the hearing officer. The recommended decision shall set forth which charges, if any, the hearing officer feels are sustained and the reason(s) for sustaining the charges.

12. After receiving the recommendation of the hearing officer, the City Manager may sustain or reject any or all of the charges filed against the employee, and may sustain, reject, or modify the disciplinary action invoked against the employee. The decision of the City Manager shall be binding and considered final, with no further rights of appeal by the employee.

13. If the City Manager finds for the employee, he/she may order that all or part of the employee's lost compensation be paid and shall order the employee's reinstatement.

14. Either party may request and obtain a transcript of the hearing by making appropriate arrangements for payment of the cost of transcription.

ARTICLE XXXV

ME TOO CLAUSE

Any additional salary or deferred compensation increase beyond the items listed above given to one of the other bargaining units during the term of this agreement would be made available to the Miscellaneous bargaining unit. This does not include any other bargaining unit selecting a different option from the City's final counteroffer for salary increase / deferred compensation, or the Annual Leave offer accepted by the Management bargaining unit.

ARTICLE XXXVI

LABOR/MANAGEMENT COMMITTEE

To provide a means for continuing communications between the parties, and for promoting a climate of constructive employee relations, a Labor/Management Committee shall be established which will consist of up to four (4) representatives designated by the City and four (4) representatives designated by the Association. Meetings will be held to promote communication and cooperation between the parties, to improve work quality and safety, and to address matters of mutual concern other than individual grievances. Meetings under this article shall be scheduled at the request of either of the parties at a mutually agreeable time and location during the City's normal working hours (Monday through Thursday, 7:30 a.m. to 5:30 p.m., and every other Friday from 8:00 a.m. to 5:00 p.m.). Employees shall not be compensated for off-duty attendance.

ARTICLE XXXVII

APPROVAL

It is the understanding of the CITY and the ASSOCIATION that the Memorandum of Understanding has no force or effect whatsoever unless and until signed by the Personnel Officer of the City of Yorba Linda and the principal representatives of the ASSOCIATION and ratified by the City Council.

ARTICLE XXXVIII

TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement shall be in effect, commencing July 1, 2024, and ending at midnight on June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement this ____ day of _____, 2024.

CITY OF YORBA LINDA

YORBA LINDA CHAPTER/OCEA

By _____
Signature

By _____
Signature

Printed Name

Printed Name

Title

Title

By _____
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