

MEMORANDUM OF UNDERSTANDING
2013-2017

BY AND BETWEEN

CITY OF LAKE ELSINORE
AND
LIUNA LOCAL 777

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	APPLICATION & RECOGNITION	2
ARTICLE II	TERM	3
ARTICLE III	CITY RIGHTS AND RESPONSIBILITIES	3
ARTICLE IV	COMPOSITION OF BARGAINING UNIT	3
ARTICLE V	COMPENSATION	4
ARTICLE VI	BENEFITS	11
ARTICLE VII	HOLIDAYS & LEAVE	17
ARTICLE VIII	CATASTROPHIC LEAVE DONATIONS	22
ARTICLE IX	BOOT ALLOWANCE	24
ARTICLE X	REOPENER ON "TRANSFERRED" ITEMS AND PERSONNEL RULES	24
ARTICLE XI	REOPENER FOR EMPLOYER-EMPLOYEE RELATIONS RESOLUTION	24
ARTICLE XII	AGENCY SHOP	25
ARTICLE XIII	SUPPLEMENTAL INSURANCE	25
ARTICLE XIV	SECTION 125 PLAN	25
ARTICLE XV	STANDBY PAY	25
ARTICLE XVI	STANDBY VEHICLE	26
ARTICLE XVII	TUITION REIMBURSEMENT	29
ARTICLE XVIII	SAVINGS CLAUSE	30
ARTICLE XIX	GENERAL CONDITIONS	30
ARTICLE XX	COMPLETION OF BARGAINING	31

The City of Lake Elsinore (hereinafter called the “City” or “Employer”) and LIUNA, Local 777 (hereinafter called the “Union”) hereby enter into this Memorandum of Understanding (“MOU”) after meeting and conferring pursuant to Section 3500 et seq of the California Government Code.

ARTICLE I APPLICATION AND RECOGNITION

This Memorandum of Understanding shall constitute the full agreement as to rights, benefits and working conditions of all the following classifications of employees who are currently or hereafter regularly employed by the City:

Account Specialist I	I.T. Database Analyst
Account Specialist II	I.T. Technician I
Account Specialist III	I.T. Technician II
Accountant I	Information System Analyst
Administrative Assistant	Lake Operations Supervisor
Assistant Planner	Lead Worker - Facilities
Associate Civil Engineer	Lead Worker - Lake Operations
Associate Planner	Lead Worker - Parks
Building Inspector	Lead Worker - Street Operations
Chief Mechanic	Lead Worker - Weed Abatement
Code Enforcement Officer I	Maintenance Worker I
Code Enforcement Officer II	Maintenance Worker II
Code Enforcement Supervisor	Mechanic
Community Development Technician	Office Specialist I
Community Development Technician II	Office Specialist II
Community Services Coordinator	Office Specialist III
Customer Service Specialist	Parks & Recreation Analyst
Deputy City Clerk	Parks Specialist
Engineering Inspector	Parks Supervisor
Engineering NPDES Coordinator	Public Works Supervisor
Engineering Technician	Recreation Supervisor
Engineering Technician II	Sr. Accountant
Equipment Operator	Sr. Building Inspector
GIS Data Analyst	Sr. Code Enforcement Officer
GIS Data Specialist	Sr. Engineering Technician
GIS Technician I	Sr. Planner
Graffiti Technician	Special Events Coordinator

Copies of the adopted Memorandum of Understanding and City Personnel Rules will be distributed to all employees through a joint publication effort between the City of Lake Elsinore and LIUNA, Local 777.

The City agrees to allow for employee Union meetings and minimal use of office equipment with prior approval by the Director of Administrative Services.

**ARTICLE II
TERM**

This MOU shall apply to Fiscal Years 2013-2014, 2014-2015, 2015-2016 and 2016-2017 with regard to all wages, benefits and other terms and conditions of employment commencing July 1, 2013 and ending June 30, 2017.

**ARTICLE III
CITY RIGHTS AND RESPONSIBILITIES**

The City retains, solely and exclusively all the rights, powers and authority exercised or held prior to the execution of the Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing the rights, powers, and authority retained solely and exclusively by City and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments, and facilities in whole or in part; to layoff employees for lack of work or lack of funds; to direct the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees. To establish reasonable work standards and make reasonable accommodations in employment; to determine schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action is necessary to prepare for and operate in an emergency, pursuant to City ordinances.

In the event that an emergency is declared, the City shall notify the Union within 48 hours of said declaration, providing it with the opportunity to meet and confer over the impact of the emergency upon the existing Memorandum of Understanding.

**ARTICLE IV
COMPOSITION OF BARGAINING UNIT**

The classes of employees represented by this Agreement along with related grades and salary ranges are reflected in Exhibits B-1, B-2, B-3, B-4 and B-5.

ARTICLE V COMPENSATION

A. PLAN

An employee compensation plan has been established to provide salary schedules, salary rates, salary ranges and steps and time intervals for salary review. Each position in the plan shall be assigned a salary range or rate. All persons employed by the City shall be compensated in accordance with the compensation plan then in effect as set forth.

The Personnel Officer shall from time to time, review the compensation plan and the compensation ranges established for some or all of the classes set forth in the classification plan and may recommend changes thereto. In arriving at recommended salary rates or ranges, consideration may be given to such factors as: prevailing rates of pay and of working conditions for similar work in other public agencies and in private employment, to current costs of living to suggestions of Department Heads and to the City's financial condition and policies. Prior to any such recommendation, the Personnel Officer and Representatives of employee organizations which are recognized for purposes of meeting and conferring/consulting, shall meet-and-confer/consult in good faith to endeavor to reach agreement on matters concerning wages, hours, and other terms and conditions of employment in classifications represented by such employee organizations.

The compensation plan adopted as a part hereof may, from time to time, be amended by action of City Council. Affected employee organizations shall be given prior notice of amendments and revisions, in accordance with State Law.

B. HOURS OF WORK

The work period shall be defined as a fixed as a regularly recurring period of 168 hours or 7 consecutive 24-hour days. This period start at 12:01 A.M., Saturday, and ends at 12:00 P.M. Midnight on Friday. The work day shall be defined as any fraction of the work period above that when calculated or added together, totals 40 hours per work period. Employees required by the nature of their job to work a period of time greater than that defined herein, shall be compensated for hours in excess of the full-time work week on the basis of, and in accordance with, the provisions set forth herein relating to overtime, unless otherwise provided for herein by the law.

C. WORK SCHEDULE

Department Heads shall designate working schedules for the employees of their appropriate departments to carry out work of the Department. The Department Heads may alter the schedule from time to time as the needs of the department may require. The City will notification of changes in work schedule two weeks in advance except in cases of an emergencies. The Department Head shall report in writing to the City Manager any work schedules put into effect and any changes made thereto; such changes must be in keeping with the intent of any employer-employee agreement which has been approved by the City Council.

D. HOURS AND PAY

Employees shall be paid on the basis of the hourly rates set forth based upon actual hours worked. The pay period shall be a recurring period of 336 hours, or 14 consecutive 24-hour days. Exempt employees are compensated on the basis of professional expectancies and not upon hours worked. They are expected to devote sufficient time to their duties to complete tasks at superior levels of performance and be accountable to the City and public for their activities.

E. WORK SCHEDULE

1. 9/80 Plan

The City and Union agree to adopt the so called 9-80 plan, whereby on a departmental basis, as approved by the City Manager, unit employees shall be scheduled to work on a regular work schedule of nine(9) days of ten(10) normal work days each during the two week work period (80 hours). Usually employees working thusly shall work 36 hours in one calendar week and 44 in another, although this may vary. EXAMPLE:

	M	T	W	T	F	S	S					M	T	W	T	F	S	S
Employee A	9	9	9	9								9	9	9	9	8		
Employee B		9	9	8	9	9			9	9	9	9						
Employee C				9	9	9	9						9	9	9	9	8	

For Employees scheduled under this section, overtime shall be paid for time worked in excess of forty (40) hours in a City designated work period. The work period shall be established for each individual employee so that Forty (40) hours or actual work is within each designated seven (7) day work period. Vacation leave and sick leave shall be taken in keeping with established policy and assessed on an hourly basis. Holidays shall continue to be observed on a daily basis. When a holiday falls on a Friday on which no work is scheduled under the City’s 9/80 plan, employees will be given an additional floating holiday.

F. CLASSES AND RANGES

The classes of employees and related grades and salary ranges for LIUNA represented full-time employees for the term of this agreement shall be set forth in Exhibits B-1, B-2, B-3, B-4, B-5 attached hereto.

G. SALARY STEPS

Salary step advancement shall be granted upon approval of the Department Head (or the City Council in the case of the City Manager) for continued meritorious and efficient service and continued improvement by the employee in the efficient performance of the duties of his/her position. Employees shall be eligible for consideration for salary step advancement as follows:

1. To the "B" step of the salary range, or in those cases where an employee is hired at a step above "A" step, to the next higher step in the salary range upon completion of the probationary period and acceptance to regular status.
2. To the next step of the salary range in one year upon recognition of meritorious and efficient service, by the Department Head. Review and evaluation of said service shall be in writing, discussed with the employee and signed in the presence of the Personnel Officer or his/her designee a copy given immediately to the employee.
3. In case of a promotion, the employee shall be entitled to a minimum of a 5% increase if such increase will not result in a salary rate in excess of the regular top step of the class to which he/she is promoted. The employee's new anniversary date shall be the date of said promotion and the date upon which future merit raises will be based.

In those cases approved by the Department Head and the Personnel Officer wherein an employee demonstrates exceptional ability and proficiency in the performance of his/her duties, said employee may be granted a special salary step advancement to the next higher regular step in the salary range without regard to the above minimum length of service provisions.

An employee who is being paid on a salary step higher than the "A" step may be reduced by one or more steps on the basis of unsatisfactory work performance or conduct. Such an action to reduce the employee's salary to a lower step, shall only be made in conjunction with disciplinary action taken pursuant to the provisions set forth herein.

An incumbent employee reclassified from his/her position to lower job class, shall retain his/her rate of pay and anniversary date for purposes of merit pay increases, or shall be placed on a regular step of the lower salary schedule closest to their rate of pay. If the "E" Step of the salary schedule of the lower job class is lower than the incumbent's rate of pay, the rate of pay shall be identified as the "Y" Step of the lower salary schedule. An employee compensated at the "Y" Step because of the downward reclassification shall remain in the "Y" Step until such time as his/her job class is assigned to a salary schedule in which the "E" Step is equivalent to or higher than the "Y" Step, at which time the employee shall be placed in the "E" Step. An incumbent employee reclassified with his/her position to an equivalent job class, shall retain his/her rate of pay and anniversary date for purposes of merit pay increases.

H. COMPENSATION ADJUSTMENTS

Effective first pay period in July 2014 there will be a three percent (3%) increase added to the base salary.

Effective first pay period in July 2015 there will be a three percent (3%) increase added to the base salary.

Effective first pay period in July 2016 there will be an additional step added to the top of the salary range in the amount of (5%). Employees will be eligible for this (6th) merit step on their evaluation date.

I. OVERTIME

Subject to approval by the City Manager and to the following provisions, a Department Head may prescribe reasonable periods of overtime to meet the operational needs of their department. Overtime is defined as hours worked by any employee subject to the provisions of the Fair Labor Standards Act in excess of forty (40) hours worked in one (1) week or 80 hours in a two week pay period, where a 9/80 schedule is in place. Said non-exempt employees shall receive additional compensation for overtime in accordance with the following provisions:

1. Non-exempt employees shall be compensated at one and one-half times their hourly rate for all overtime hours worked in excess of 40 hours paid in a week. Hours of unpaid leave shall not be considered "hours worked" in determining eligibility for time and one-half compensation.
2. In lieu of monetary compensation for overtime hours worked in excess of 40, non-exempt employees may elect to receive compensatory time off at a rate not less than one and one-half hours for each hour of

overtime. An employee who works in a public safety activity, emergency response activity, or a seasonal activity may accrue no more than 480 hours of compensatory time. All other non-exempt employees may accrue no more than 240 hours of compensatory time. All overtime in excess of these maximum accruals will be compensated in cash only.

An employee with accrued compensatory time shall be permitted to use such time within a reasonable period after making the request if the use does not unduly disrupt the operations of the City.

Upon termination any accrued and unused compensatory time will be paid at the rate that is not less than (1) the average regular rate received by the employee during the last three years of the employee's employment, or (2) the final regular rate of the employee, whichever is higher.

3. Any City recognized holiday worked shall be paid at the rate of one and one-half times the regular hourly rate plus nine (9) hours pay for said holiday, unless the holiday was a scheduled eight (8) hour day.
4. A minimum of two (2) hours pay at time and one-half shall be paid to any employee who is called back to work during non-regularly scheduled work hours. Call back time worked beyond two (2) hours will be paid at one-half. This section shall not be interpreted as requiring a minimum payment of two (2) hours when an employee's work shift is extended or he/she is called in early to work his/her shift.

If an employee is called to perform City work during non-regularly scheduled work hours, which work is handled over the telephone and does not require the employee's physical presence at the job site, the employee will be compensated for such telephone calls in fifteen (15) minute increments. For example, an employee who is required to spend up to 15 minutes on the telephone performing City work during non-regularly scheduled work hours will be paid for 15 minutes; an employee who spends between 16 and 30 minutes on the telephone will be paid for thirty (30) minutes work, etc.

5. Recognized holidays, legitimate sick leave days and approved vacation days will be calculated as time worked in computing overtime.

J. STAND-BY POLICY

1. Duty Sign up – The Department Director shall designate the minimum standards qualifying an individual to perform a stand-by function. The department will first seek stand-by individuals by means of a voluntary sign up list. If fewer than two employees volunteer for stand-by duty, then the Department Director shall assign the appropriate number of employees to stand-by status. Such assignment shall be on a rotation basis. Procedures will be adopted and instruction provided prior to implementation of this policy.
2. Duty Requirements – Employees on a stand-by shall be required, at all times, to carry a functioning City-issued cell phone, pager, voice mail device and be able to respond to calls within 30 minutes of being paged. In addition, employees are expected to maintain a state of mental alertness and physical dexterity similar to that which is required for performance of their regular duties. A stand-by assignment shall be for fourteen consecutive calendar days starting on Friday at the end of the normal work shift.
3. Compensation – In any situation where an employee has been in a designated stand-by status and is to remain on-call, then the employee shall be compensated at a rate of \$175.00 for each seven day stand-by period.
4. Substituting for an Employee – Any employee designated to serve in a stand-by capacity may seek a substitute by another employee, subject to submitting such proposal to the Department Manager and subject to the Department Director's approval of the substitution. The substitute shall be compensated at \$25 per day. During a personal emergency, the stand-by person may select a substitute from the approval list without department approval.
5. Duty List – The Department Manager shall be responsible for scheduling employees for stand-by duty and providing a duty roster to the Sheriff's Department and the City Manager. The Duty roster will list stand-by employees with their stand-by duty dates, home telephone numbers, and City-issued cell phone, pager, and voicemail number.

K. BILINGUAL PAY

The City agrees to an annual Bilingual Pay bonus of \$600 to qualified employees payable at the end of each fiscal year. Qualified employees will have been tested for bilingual ability and have agreed to provide bilingual services in the course of their employment.

L. PARTITY AND CLASSIFICATION STUDY

Study to begin in Year 4 (2016-2017)

City and Union will meet and confer on the subject of implementation of the study.

M. LONGEVITY PAY

The City provides Longevity Pay of 5% at the end of the 10th, 15th and 20th years, subject to Department Head recommendation and City Manager approval, for employees at the top step of their range.

N. EXEMPT EMPLOYEES

Certain classes of employment are considered to be “exempt” from the provisions of the Fair Labor Standards Act (FLSA) on the basis of the executive, administrative, or professional functions. Incumbents employed in those classes shall not be eligible for overtime pay but shall be entitled to paid Administrative Leave as set forth in the Personnel Rules and Regulations. Those classes not considered exempt are listed in Exhibit B-1.

O. PAY DAYS, DIRECT DEPOSIT & CHECK STUBS

The official pay day will be the Thursday following the end of the pay period.

New employees are required to participate in Direct Deposit. The City provides check stubs supplying, on a current basis, complete information of all deductions, sick leave, vacation leave, floating holidays and administrative leave.

P. TEMPORARY UPGRADE

In the event an employee is assigned a temporary upgrade to a classification that is in a higher pay range than the one in which he/she is regularly employed, he/she shall receive compensation as follows:

The employee must first work in the higher classification for not less than twenty (20) consecutive working days within a 12-month period. After having accumulated twenty (20) working days in the higher classification, thereafter the employee shall receive a five percent (5%) increase in pay for work in the higher classification. Within six (6) months the position will be reevaluated to determine permanency or continued temporary status and appropriate compensation.

Q. BONUS PAY

The City shall have the right to develop and establish policies and procedures pertaining to bonus and/or incentive pay.

R. VACATION PAYOUT

Employees that accrue vacation shall be eligible to cash out a maximum of forty (40) accrued vacation hours in a fiscal year provided that they leave at least a minimum of forty (40) accrued vacation hours on the books. Employees must complete a vacation payout request form, obtain acknowledgement from their director and approval from finance and the City Manager.

S. RECALL PROCEDURE

If an employee is called back within one year of layoff they will receive the same pay and benefits as if rehired to the same position.

T. PUBLIC CONTACT

The City Administration has implemented a program limiting public access hours to 8 a.m. to 5 p.m., Monday through Thursday, and 8 a.m. to 4 p.m. on Friday, in conjunction with the 9/80 program implementation.

ARTICLE VI BENEFITS

A. GENERAL

Classified employees shall be entitled to certain benefits of economic value in addition to salaries, economic incentives, holidays, vacations, etc., provided herein.

B. UNIFORMS

Uniformed employees of the Public Works Department and other designated employees shall be furnished uniforms in accordance with policies established by the Department Head and approved by the City Manager.

C. MEDICAL, DENTAL, VISION AND LIFE INSURANCE

Subject to market conditions and changes necessitated thereby, the City shall make available single party and dependents hospitalization, major medical, dental, and life insurance to all employees, and to such other officials as may be designated by the City Council. The City shall pay that amount toward the premium for such insurances as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid

only to the company or companies with which the City has contracted for such insurance coverage.

During periods of approved medical leave with pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

1. Health & Dental

- a) The City will remain in the medical coverage program offered by the Public Employees' Retirement System of the State of California (CalPERS). Each employee may choose any one of the plans offered by CalPERS and available in Riverside County.
- b) Dental coverage will be maintained at the same or equivalent level of benefit for the term of this agreement. The City's Dental Plan will be provided by Standard Insurance Company.
 - 1) Active coverage. The parties agree that issues such as administration of benefits, eligibility and level of benefits are a matter of coverage between the insured and the carrier and are not subject to the dispute resolution machinery of the Grievance Procedure.
 - 2) Policies and benefits therein are subject to change by the carrier, by marketplace, by CalPERS Regulations or other intervening regulations or law. In the event of such change the City shall not be required to maintain any benefit or benefit level other than that contained in mutually agreed to carrier policies.
- c) Vision coverage will be maintained at the same or equivalent level of benefit for the term of this agreement.

2. Medical Insurance Allowance

- a) Full-time Employees hired prior to July 1, 2011
The City shall pay a maximum of one thousand, two hundred dollars (\$1200.00) toward the employee's monthly health insurance premium for the employee and their dependents.
- b) Full-time Employees hired after July 1, 2011
Effective July 1, 2011 any new hire employee will receive the PEMCHA minimum defined as the statutory medical insurance

contribution pursuant to Government Code Section 22892. The City will contribute an additional allowance towards the employee's monthly health insurance premium for the employee and their dependents. Any excess FSA will be deposited into a Health Retirement Account ("HRA") established by the City.

Effective July 1, 2014 the medical contribution will be (\$750) per month.

Effective July 1, 2015 the medical contribution will be (\$800) per month.

Effective July 1, 2016 the medical contribution will be (\$850) per month.

Any employee eligible for Medicare coverage shall designate Medicare as his/her primary insurance coverage.

3. Life

The City agrees to maintain the group life insurance policy for all LIUNA represented employees in the amount of \$50,000 unless a higher amount for a given class is specified. The effective date will be February 1, 2014.

4. Retirement

The City shall pay the appropriate employer's contribution toward retirement benefits in accordance with the provisions of the contract between the City of Lake Elsinore and the Public Employee's Retirement System.

In addition the City shall pursuant to the Sick Leave Buy Back Policy accumulated by the employee upon retirement as a supplemental retirement benefit.

The City is recognized by the Social Security Administration as an eligible employer and as such the City and its employees must make appropriate contributions as determined by the Social Security Administration.

Retirement Formulas:

- a) Classic CalPERS Employees hired prior to July 1, 2011 (Tier 1)
 1. Employees will participate in the 2.5% @ 55, single highest year, formula provided by CalPERS.

2. Effective July 1, 2014 each employee shall pay an additional two percent (2%) towards the employee contribution.

Effective July 1, 2015 each employee shall pay an additional two percent (2%) towards the employee contribution. Employees will be paying the total employee contribution of eight percent (8%).

- b) Employees hired between July 1, 2011 and January 1, 2013 or hired after July 1, 2011 and from a Reciprocal Agency within 6 month break in service (Tier 2) [PEPRA]
 1. Employees will participate in the 2% @ 60, three (3) year average, formula provided by CalPERS.
 2. Each employee shall pay the full seven percent (7%) employee contribution.
- c) Employees hired after January 1, 2013 and new to CalPERS membership and was not a member of a Reciprocal Agency or had a break in service for longer than 6 months from CalPERS or a Reciprocal Agency. This Tier is mandated by State and must follow the current policy and guidelines. (Tier 3)[PEPRA]
 1. Employees will participate in the 2% @ 62, three (3) year average, formula provided by CalPERS
 2. The total current maximum salary reportable is \$113,700 Pensionable Compensation Cap per PEPRA
 3. Each employee shall pay the full 6.25% current employee contribution

5. Retiree Medical

- a) All LIUNA represented employees filling authorized positions regardless of hire date shall receive medical insurance for the employee and their eligible family members. Employees will receive the PEMCHA minimum contribution. The PEMCHA minimum is the statutory medical insurance contribution pursuant to Government Code Section 22892.

1. Employees hired prior to January 1, 2014 shall receive an additional contribution equal to the difference between the medical insurance premium total minus the PEMCHA minimum.
2. Employees hired after January 1, 2014 shall only receive the PEMCHA minimum contribution.

6. LIUNA Pension

Effective December 1, 1996, all eligible union members were enrolled in the LIUNA Pension Plan. The City will deduct \$.41 per hour of regular work up to forty (40) hours per week maximum for each covered employee. This deduction will adjust based on the LIUNA Pension Rehabilitation fee agreement.

7. Social Security

The City is recognized by the Social Security Administration as an eligible employer and as such the City and its employees must make appropriate contributions as determined by the Social Security Administration.

8. Medicare

Employers and employees both pay taxes required by the Federal Insurance Contributions Act (FICA) to fund two federal government benefit programs: Social Security and Medicare. Social security is comprised of Old Age and Survivor's Insurance (OASI) and Disability Insurance (DI), and Medicare benefits are provided by the Health Insurance (HI) Program. The employee share of social security and Medicare taxes is withheld for wages and the employer calculates its share, then the employer pays both shares to the Federal government.

9. Deferred Compensation

The City will continue to provide a deferred compensation program that appropriately interfaces with the CalPERS program. Said program shall be considered voluntary in nature.

10. Training

The City will continue to make provisions for and provide materials and instructors for employees in the areas of Sexual Harassment Prevention, Customer Service, Public Liability, CPR and First-Aid Certification.

11. Health & Safety Committee

The City agrees to establish a Health and Safety Committee including general employees, management employees, the LIUNA representative and the Director of Administrative Services (or his/her designate).

12. Additional Benefits

The City may enact such additional benefits, or compensation in lieu thereof, as it may see fit in accordance with the City's compensation policy.

**ARTICLE VII
HOLIDAYS & LEAVE**

A. HOLIDAYS

The following Holidays will be observed, or as adjusted by advance resolution, to meet business needs:

- | | |
|---|----------------------------|
| 1. January 1 | New Year's Day |
| 2. Third Monday in January | Martin Luther King Jr. Day |
| 3. Third Monday in February | President's Day |
| 4. Last Monday in May | Memorial Day |
| 5. July 4 | Independence Day |
| 6. First Monday in September | Labor Day |
| 7. Second Monday in October | Columbus Day |
| 8. November 11 | Veteran's Day |
| 9. Fourth Thursday in November | Thanksgiving Day |
| 10. Friday after Thanksgiving | Day after Thanksgiving |
| 11. December 25 | Christmas Day |
| 12. Floating Holiday | Employee Designation |
| 13. The City also observes a full work day before Christmas as a holiday for one half of the employees and a full work day before New Year's for the other half of the employees, with the provision that the Department Director may have to decide which employees get which day, based on the departmental needs and requirements. | |

B. VACATION ACCRUAL

The purpose of annual vacation leave is to enable each eligible employee annually to return to their work mentally and physically refreshed. Each incumbent of a full-time position shall accrue vacation leave with pay on the following basis:

1. Accrual Rate: The following shall be the annual accrual rate for full-time employees with one (1) through nine (9) years of service.

<u>Years of Service</u>	<u>Working Days** of Accrual per Year</u>
Employment date thru 4 th year	12
5 th thru 6 th year	13
7 th , 8 th thru 9 th year	14

Employees with ten (10) or more years of service shall accrue one ** (1) more working day of vacation for each additional year of employment up to a maximum twenty-two (22) days ** per year.

** One (1) vacation day is equal to 8 hours.

As of July 1, 2013 the new accrual table was adjusted to reflect the new 'interpreted' and agreed upon calculation.

The increase in recalculated hours on the current accrual will be done for all full-time employees at July 1, 2013 who have completed 5 years of service or more. Hours will be added to the employee's vacation accrual when the calculation is completed and when staff time permits.

2. Pay Period: A complete bi-weekly pay period for which benefits herein shall accrue is defined as a bi-weekly pay period in which the employee has been in pay status for more than half of the working hours in that pay period.
3. Full-time: Full-time employment, for purposes of this Section, shall be construed as the forty (40) hour week, regardless of the number of hours actually worked in a week.
4. Scheduling: The arranging of vacation schedules shall be the responsibility of the Department Head, primarily with particular regard for the needs of the City and, secondly, insofar as possible, with the wishes of the employee.
5. Unused Accrual: An incumbent who separates from the service of the City shall receive payment for the unused vacation leave to which he would otherwise be entitled as of the date of separation.
6. Maximum Accrual: Vacation leave may accumulated to no more than two (2) year's accumulation. The vacation accrual rate for all employees who have reached the maximum accrual amount allowed, shall be zero days per year.
7. In-Lieu Compensation: It is the policy of the City to encourage employee use of vacation time on a periodic basis to allow the employee a time of rest and recreation in order that he/she may return to the work place physically and mentally refreshed. Compensation in lieu of vacation shall not be granted except in those cases where an employee has earned the maximum accrual because, in the opinion of the City Manager, the use of vacation time by the employee at that time would make it difficult for the City to provide essential services.

B. SICK LEAVE

1. Accrual: Sick leave shall be accrued at the rate of one (1) day per month for all full-time employees

2. Use Allowed: Accrued sick leave is conditional benefit and may only be used in the event of the occurrence of the one the following;
 - a) A bona-fide illness or disability of the employee;
 - b) A bona-fide illness or disability of a member of the employee's immediate family as defined herein which requires his/her attention;
 - c) Being subject to quarantine or being exposed to a contagious disease which may endanger the health of the other employees;
 - d) To attend an appointment for a medical, dental or optical examination; or,
 - e) A comparable incident as so determined by the employee's Department Head.
3. Abuse: The use of sick leave in a manner inconsistent with the above parameters is not permitted. Misuse of sick leave including but not limited to patterned or excessive use of sick leave is cause for disciplinary action.
4. Extended Use: Evidence may be required in the form of the City physician's certificate, or any other individual licensed to practice medicine in the State of California, in determining the adequacy of the reasons for any of the employee's absences during which sick leave time is requested. Evidence will be required for any absence of a duration of three (3) or more consecutive working days during which sick leave time is requested, unless waived by the Department Head.

At its discretion, City shall have the right to require an employee to undergo, at City cost, a medical examination and tests related to an employee's sick leave utilization and medical fitness for duty, as it relates to the use of sick leave.

5. Release: An employee absent for a period of two consecutive work days per month (Friday and the following Monday are considered to be consecutive work days) due to an illness or injury, may be required to bring a release from the employee's physician stating the employee is now capable of returning to active non-limited work. Requirements of such release shall be at the discretion of the City.
6. Partial Day: Whenever any portion of a work day is taken as sick leave, the amount of sick leave used shall be equal to the actual time off work.
7. Incentive: In order to reduce lost time, the City provides this sick leave incentive program to those employees who demonstrate a good attendance record. Each classified employee eligible for sick leave accrual shall be credited an additional four and one half (4.5) hours vacation leave for each quarter year (the maximum annual sick leave incentive being eighteen (18)

hours if sick leave was not used. Said vacation leave credit, if and when earned, shall not affect sick leave.

8. Buy Back: City employees who end their employment with the City of Lake Elsinore for any reason (i.e. layoff, voluntary quit, retire, death), shall be compensated in cash for unused sick leave at final rate of pay based on the following:

0 to 2 years	None
2 to 10 years	50%
11 to 17 years	75%
17 or more years	100%

There shall be no maximum amount of sick leave eligible for cash compensation subject to the foregoing schedule.

All current employees as of the adoption date of these rules shall be eligible for this benefit for the term of their employment.

C. MATERNITY LEAVE

As supported by a physician's statement, an employee medically disabled due to pregnancy and childbirth; however, said additional nonmedical leave shall not exceed three (3) months. (Disabilities under this section shall be administered without discrimination with respect to other leaves for disability and shall be consistent with the Family Medical Leave Act.)

D. BEREAVEMENT LEAVE

When an employee is compelled to be absent from duty by reason of the death of a member of his/her immediate family, such employee shall be granted three (3) working days of bereavement leave, to attend services, grieve, assist in estate arrangements, or travel for same, with pay. If an employee must travel more than two hundred fifty (250) miles to attend funeral services, five (5) working days of "bereavement leave" with pay shall be granted. Absence from duty in excess of the number of days authorized by this paragraph or absence from duty to attend funeral services of one not a member of the employee's immediate family shall be chargeable to accrued vacation leave time or may be taken as a leave of absence, subject to the approval of the Department Head.

E. INDUSTRIAL ACCIDENT LEAVE

If an employee is injured on the job and is eligible for Worker's Compensation, the City will debit the disabled employee's sick leave the actual amount that would offset the differential between the disability rates computed by Worker's Compensation and the daily base pay of said employee. For purposes of

realizing benefits under this section, an employee shall endorse the Worker's Compensation check for the employee's full base salary.

F. JURY DUTY AND SUBPOENAS

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided that no more than three (3) City employees are rendering such services concurrently, and further provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowance within thirty (30) days from the termination of his/her jury service. In the matter of Three Lakes Municipal Court in Lake Elsinore or Perris, the employee, if not impaneled, is expected to return to duty following the normal lunch break. All employees when released from jury duty are expected to contact their immediate supervisor by telephone, unless one hour or less remains on their normal work shift.

Employees other than those who are parties to an action of malfeasance, who are subpoenaed to appear as witnesses on behalf of the State of California or any of its agencies may be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within thirty (30) days from termination of his/her service. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

G. MILITARY LEAVE

State, military, and veterans code and other applicable laws shall govern the granting of military leaves of absence and the rights of employees returning from such absence.

H. OTHER LEAVES

The City Manager may grant a leave of absence without pay to any officer or employee of the City, except those appointed by City Council.

I. SCHOOL LEAVE

An employee who is a parent, guardian, or grandparent with custody of a child in school (K-12) or of a child attending a licensed child day care facility, and who works in a location with 25 or more employees, may take off up to 9 hours per calendar month, and up to 40 hours per year, to participate in the activities of the school or licensed day care facility.

Employees desiring to take school leave must give the City reasonable advance notice of the planned absence, and must provide documentation from the school as proof that the employee was present at the school or day care center on a

specific date and time. If both parents work at the same location, the parent who first gives notice of the absence may take school leave as a matter of right; the second parent may take school leave at the same time for the same event only with his or her supervisor's permission and at the supervisor's discretion.

Employees taking school leave must use any existing vacation, personal leave or compensatory time off for the planned absence. Otherwise, school leave is unpaid.

ARTICLE VIII CATASTROPHIC LEAVE DONATIONS

A. Definition of catastrophic illness or injury.

Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all accumulated leave. Catastrophic illness or injury is further defined as a debilitating illness or injury of an immediate family member (i.e., the spouse, son, daughter, step-son, step-daughter, foster-son, foster-daughter, parents, grandparents, brother or sister of the employee or any other person living in the immediate household of the employee) that results in the employee being required to take time off from work for an extended period to care for the family member creating a financial hardship because the employee has exhausted all accumulated leave.

B. Conditions and procedures under which a Time-Bank for catastrophic illness/injury may be established.

1. Only the City Manager, upon concurrence from the Administrative Services Director, may request establishment of a Time-Bank for an employee within the department who is suffering a financial hardship due to a catastrophic illness or injury.
2. When the City Manager has determined that an employee would benefit from the establishment of a Time-Bank, the Department Head will contact the employee to determine if the employee desires to participate in a Time-Bank program. If the employee desires to participate in the Time-Bank program, the Department Head will contact the City Manager and recommend the establishment of the program.
3. The Time-Bank will be established on behalf of an individual employee. The bank will accept donations of leave from one or more donors.

4. The Time-Bank will be operated by the Administrative Services Department. The Department Head will take actions to help ensure that individual employee decisions to donate or not donate to a Time-Bank are kept confidential and that employees are not pressured to participate.
5. On establishing a Time-Bank program, the Administrative Services Department should ensure that only credits that are necessary are donated. All donations are not retrievable.

C. Conditions under which leave credits may be donated to a Time-Bank.

1. Any City employee may donate vacation or compensatory time. Sick leave may not be donated.
2. Donations of vacation or compensatory time must be in increments of 8 hours or more and drawn from one bank only.
3. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be converted to cash upon that person's separation.
4. An employee may not donate leave hours which would reduce their accrued total leave balances of vacation and compensatory time to less than 80 hours.
5. Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate.
6. Employees will use a provided form to submit donations directly to the Administrative Services Department. Adjustment to donors and recipient's paid leave balances will be made.

D. Conditions under which leave credits in a Time-Bank may be used.

1. Only the employee for whom the Time-Bank has been established may receive leave credits from the Time-Bank. Such leave credits shall be added to the employee's vacation balance.
2. The affected employees will provide verification of their (or immediate family member's) illness or injury on an Attending Physician's Statement to Support Leave or Return from Leave while using time donated under this program.
3. The use of donated credits shall be for a maximum of twelve (12) continuous months for any one catastrophic illness.

**ARTICLE IX
BOOT ALLOWANCE**

The following classifications shall be reimbursed an annual boot allowance of a maximum of one hundred and fifty dollars (\$150.00) per fiscal year:

- Associate Civil Engineer
- Building Inspector
- Chief Mechanic
- Code Enforcement Officer I
- Code Enforcement Officer II
- Code Enforcement Supervisor
- Engineering Inspector
- Equipment Operator
- Graffiti Technician
- Lake Operations Supervisor
- Lead Worker - Lake Operations
- Lead Worker - Parks
- Lead Worker - Streets
- Lead Worker - Weed Abatement
- Maintenance Worker I
- Maintenance Worker II
- Mechanic
- Parks Specialist
- Parks Supervisor
- Public Works Supervisor
- Sr. Building Inspector
- Sr. Code Enforcement Officer

**ARTICLE X
REOPENER ON PERSONNEL RULES**

During the term of this MOU, the parties agree to reopen the MOU to meet and confer on the items "transferred" from the June 21, 1999 Personnel Rules and Regulations, set forth in Article III.

**ARTICLE XI
REOPENER FOR EMPLOYER-EMPLOYEE RELATIONS RESOLUTION**

During the term of this MOU, the parties agree to reopen the MOU to meet and confer on implementation of an Employer-Employee Relations Resolution.

**ARTICLE XII
AGENCY SHOP**

The "Agency Shop Side Letter of Agreement" is attached as Exhibit C and is incorporated herein by reference.

**ARTICLE XIII
SUPPLEMENTAL INSURANCE**

The City agrees to provide a voluntary payroll deduction for employees to purchase supplemental insurance sponsored by the Union. The City shall make no contribution toward the purchase of such insurance.

**ARTICLE XIV
SECTION 125 PLAN**

The City has established a voluntary Section 125 Plan pursuant to the regulations of the Internal Revenue Service. The selection of the third party plan administrator shall be the sole discretion of the City. Employer related administrative costs shall be borne by the City. Employee related administrative costs shall be borne by the individually enrolled employee.

**ARTICLE XV
STANDBY PAY**

Chapter 5, Section 7 (Stand-by Policy) in attached Exhibit A shall be modified as follows:

- A. Duty Requirements - Employees on a stand-by status shall be required, at all times, to carry a functioning City-issued cell phone, pager, voice mail device and be able to respond to calls within 30 minutes of being paged. In addition, employees are expected to maintain a state of mental alertness and physical dexterity similar to that which is required for the performance of their regular duties. A stand-by assignment shall be for seven (7) consecutive calendar days starting on Friday at the end of the normal work shift.

- B. Compensation - In any situation where an employee has been in a designated stand-by status and is to remain on-call, then the employee shall be compensated at a rate of \$175.00 for each seven day stand-by period.

ARTICLE XVI STANDBY VEHICLE

The City will provide a "take-home" City vehicle for the employee(s) assigned standby. Such employee(s) shall be subject to the following policy:

This policy applies to all employees required or authorized to operate a vehicle owned or leased by the City.

For the purpose of this policy, "home" shall mean an employee's personal residence, or any other residence where an employee spends the night.

POLICY

Vehicles are made available to City employees to facilitate the conduct of City business. These vehicles shall be used only for authorized City business and shall be operated only by City employees possessing valid California driver's licenses of the appropriate class for the vehicle

- A. Authorized Use of City Vehicles includes the following:
1. Transporting employees to and from the job site or otherwise facilitating job-related duties.
 2. Transporting non-City employees in the course of authorized business (i.e., field checking a site with a contractor, engineer, vendor, or other interested party). This may also include transportation to lunch or other meal, if authorized by the Department Head.
 3. Attending an authorized meeting on official business.
 4. Driving a City vehicle to lunch or other meal if that vehicle is your normal transportation to and from work if authorized by the employee's Department Head.
 5. Any use justified by emergency or extraordinary circumstances which is reported to the employee's supervisor immediately following the emergency.

B. Unauthorized Use

1. The City does not authorize the use of its vehicles whether for “take home” purposes, or in conjunction with performing assigned duties, or both, for the following purposes:
 - a) City vehicles are not to be used for personal business.
 - b) Transporting non-City employees, whether or not en route to an authorized destination, i.e., dropping a child off at school, or giving a neighbor a ride to work.
 - c) Employees are not allowed to smoke in City vehicles at any time.
2. In the event of an accident or injury during unauthorized use, the City shall not provide coverage, nor defend and indemnify the employee’s actions for property damage or resulting injuries.

TAKING HOME CITY VEHICLES

By authorizing employees to take home City vehicles, the City assumes the daily cost of that employee’s commuting expense. Unless the authorization to use a City vehicle confers a benefit to the City and is in the City’s best interests, requests to take City vehicles home will not be approved. Use of a City vehicle for commuting will be reported as income to the Internal Revenue Service, in accordance with applicable rules.

A. Vehicle “Take Home” Criteria:

1. One of the following criteria must be met before an employee will be given permission to routinely take a vehicle home:
 - a) The employee’s duties involve emergency work, and the employee is regularly on call, or the employee has special equipment or a specially equipped vehicle.
 - b) The employee’s duties require special equipment or a specially equipped vehicle, and the employee has an assignment that requires regular and frequent field work during off-duty hours.
2. The one-way commute distance from the employee’s home shall not exceed thirty (30) miles or thirty (30) minutes from the City limits. A waiver of this condition may be permitted; see Exceptions to Policy Requirements outlined in this policy.

B. Occasional Overnight Use of City Vehicles:

On rare occasions, there may be a need for an employee not authorized to regularly drive a vehicle home to keep a pool car or assigned vehicle overnight. Permission to use a City vehicle overnight (e.g., to take it home) shall be obtained from the Department Head prior to use. Any employee authorized to use a City vehicle overnight shall comply with all of the regulations set forth herein.

C. Storage, Safety and Return of "Take Home" Vehicles:

Any employee authorized to keep a City vehicle overnight shall comply with the following regulations in addition to all other applicable regulations contained in this policy:

1. Parking (preferably covered) must be provided at the employee's residence, and the vehicle must be parked overnight off the street.
2. Employees are expected to take all necessary precautions to ensure the safety of their assigned vehicle while it is parked at their home.
3. Employees must make arrangements to return their assigned vehicle(s) to the proper City premises before departing on vacation or extended absence unless the employee's Department Head deems otherwise.

REVIEW OF "TAKE HOME" AUTHORIZATION

Each department shall submit to the City Manager a list of employees authorized to take home City vehicles. This report shall include the employee's name, job classification, vehicle number and type, and the one-way distance from the employee's residence to his/her job site.

Department Head approval is required to authorize assigning a "take home" vehicle to a new employee. The City Manager shall receive an updated report any time there is a change in vehicle assignments.

EXCEPTIONS TO POLICY REQUIREMENTS

Permission to deviate from this policy requires the approval of the Department Head and the City Manager. All such requests and authorizations shall be in writing.

**ARTICLE XVII
TUITION REIMBURSEMENT**

Section 18 (B)(5) of Resolution No. 2006-73, adopted May 23, 2006, shall be amended as follows:

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California. An employee shall not receive reimbursement in excess of Three Thousand Two Hundred and Fifty Dollars (\$3,250.00).

Any employee who leaves City employment within twelve (12) months of receiving tuition reimbursement shall refund to the City the amount of such tuition reimbursement. Such refund may be deducted from the employee's final paycheck.

**ARTICLE XVIII
SAVINGS CLAUSE**

Should any provision of this agreement, or any application thereof, be unlawful by virtue of any Federal, State or Local laws and regulations, such provision of this Agreement shall be effective and implemented only to the extent permitted by such laws and regulations. As to all other respects, the provisions of this Agreement shall continue in full force and effect for the life thereof.

**ARTICLE XIX
GENERAL CONDITIONS**

A. PEACEFUL PERFORMANCE

1. During the term of this Agreement, neither the Union or its agents or any Bargaining Unit Employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City.
2. LIUNA, Local 777, agrees to notify all of its officers, stewards, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this Section to return to work.

B. NON-DISCRIMINATION

The City and Union agree that neither party will illegally discriminate or cause the other to discriminate against any employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, marital status, physical or mental disability, sexual orientation, or political affiliation, and agree to take such action as necessary to assure that this purpose is achieved.

Alleged violations of this Section shall not be grievable under the grievance procedure contained herein.

**ARTICLE XX
COMPLETION OF BARGAINING**

With the exception of the limited reopeners provided within this Agreement the Union and the City, for the life of this Memorandum, voluntarily and unqualifiedly waive and relinquish the right to meet and confer, and agree that neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Memorandum.

ON BEHALF OF THE CITY OF LAKE
ELSINORE

Date: _____

Grant Yates, City Manager

APPROVED AS TO LEGAL FORM

Dated: _____

City Labor Relations Counsel

ON BEHALF OF LIUNA, LOCAL 777

Dated: _____

Fred Lopez, Union President

and

Date: _____

Steven Switzer, LIUNA Representative

**CITY OF LAKE ELSINORE
MOU 2013-2017 / EXHIBIT B-1
LIST OF POSITIONS AND RANGES**

POSITION	RANGE	POSITION	RANGE
Account Specialist I	28	I.T. Database Analyst	49
Account Specialist II	34	I.T. Technician I	44
Account Specialist III	39	I.T. Technician II	49
Accountant I	44	Information System Analyst	65
Administrative Assistant	44	Lake Operations Supervisor	57
Assistant Planner	51	Lead Worker- Facilities	46
Associate Civil Engineer	59	Lead Worker- Lake Operations	46
Associate Planner	57	Lead Worker- Parks	46
Building Inspector	49	Lead Worker- Street Operations	46
Chief Mechanic	57	Lead Worker- Weed Abatement	46
Code Enforcement Officer I	41	Maintenance Worker I	30
Code Enforcement Officer II	47	Maintenance Worker II	36
Code Enforcement Supervisor	57	Mechanic	36
Community Development Technician	44	Office Specialist I	23
Community Development Technician II	49	Office Specialist II	29
Community Services Coordinator	47	Office Specialist III	39
Customer Service Specialist	29	Parks & Recreation Analyst	57
Deputy City Clerk	57	Parks Specialist	44
Engineering Inspector	59	Parks Supervisor	57
Engineering / NPDES Coordinator	52	Public Works Supervisor	57
Engineering Technician	44	Recreation Supervisor	57
Engineering Technician II	49	Senior Accountant	55
Equipment Operator	44	Senior Code Enforcement Officer	52
GIS Data Analyst	57	Senior Building Inspector	58
GIS Specialist	35	Senior Engineering Technician	54
GIS Technician I	36	Senior Planner	64
Graffiti Technician	36	Special Events Coordinator	47
Graphics Technician	47		

CITY OF LAKE ELSINORE
MOU 2013 - 2014 / EXHIBIT B-2
Salary Range / Step Schedule

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Account Specialist I	28	14.9928	15.7427	16.5295	17.3562	18.2239
Account Specialist II	34	17.2421	18.1042	19.0095	19.9600	20.9580
Account Specialist III	39	19.8286	20.8200	21.8611	22.9542	24.1019
Accountant I	44	22.6106	23.7412	24.9284	26.1746	27.4834
Administrative Assistant	44	22.6106	23.7412	24.9284	26.1746	27.4834
Assistant Planner	51	26.6946	28.0295	29.4309	30.9026	32.4476
Associate Civil Engineer	59	31.9567	33.5546	35.2323	36.9938	38.8437
Associate Planner	57	30.4221	31.9433	33.5404	35.2175	36.9783
Building Inspector	49	25.4338	26.7056	28.0410	29.4431	30.9153
Chief Mechanic	57	30.4221	31.9433	33.5404	35.2175	36.9783
Code Enforcement Officer I	41	20.7816	21.8207	22.9117	24.0575	25.2603
Code Enforcement Officer II	47	24.0724	25.2763	26.5402	27.8670	29.2604
Code Enforcement Supervisor	57	30.4221	31.9433	33.5404	35.2175	36.9783
Community Development Technician	44	22.6106	23.7412	24.9284	26.1746	27.4834
Community Development Technician II	49	25.4338	26.7056	28.0410	29.4431	30.9153
Community Services Coordinator	47	24.0724	25.2763	26.5402	27.8670	29.2604
Customer Service Specialist	29	15.3361	16.1030	16.9081	17.7535	18.6412
Deputy City Clerk	57	30.4221	31.9433	33.5404	35.2175	36.9783
Engineering Inspector	59	31.9567	33.5546	35.2323	36.9938	38.8437
Engineering / NPDES Coordinator	52	27.3316	28.6982	30.1332	31.6397	33.2218
Engineering Technician	44	22.6106	23.7412	24.9284	26.1746	27.4834
Engineering Technician II	49	25.4338	26.7056	28.0410	29.4431	30.9153
Equipment Operator	44	22.6106	23.7412	24.9284	26.1746	27.4834
GIS Data Analyst	57	30.4221	31.9433	33.5404	35.2175	36.9783
GIS Specialist	35	18.1063	19.0115	19.9623	20.9604	22.0082
GIS Technician I	36	18.3311	19.2478	20.2101	21.2208	22.2818
Graffiti Technician	36	18.3311	19.2478	20.2101	21.2208	22.2818
Graphics Technician	47	24.0724	25.2763	26.5402	27.8670	29.2604
I.T. Database Analyst	49	25.4338	26.7056	28.0410	29.4431	30.9153
I.T. Technician I	44	22.6106	23.7412	24.9284	26.1746	27.4834
I.T. Technician II	49	25.4338	26.7056	28.0410	29.4431	30.9153
Information System Analyst	65	37.6213	39.5024	41.4776	43.5513	45.7288
Lake Operations Supervisor	57	30.4221	31.9433	33.5404	35.2175	36.9783
Lead Worker- Facilities	46	23.9660	25.1644	26.4227	27.7439	29.1309
Lead Worker- Lake Operations	46	23.9660	25.1644	26.4227	27.7439	29.1309
Lead Worker- Parks	46	23.9660	25.1644	26.4227	27.7439	29.1309
Lead Worker- Street Operations	46	23.9660	25.1644	26.4227	27.7439	29.1309
Lead Worker- Weed Abatement	46	23.9660	25.1644	26.4227	27.7439	29.1309
Maintenance Worker I	30	16.0051	16.8053	17.6455	18.5277	19.4541
Maintenance Worker II	36	18.3311	19.2478	20.2101	21.2208	22.2818
Mechanic	36	18.3311	19.2478	20.2101	21.2208	22.2818
Office Specialist I	23	13.3356	14.0022	14.7024	15.4376	16.2096
Office Specialist II	29	15.3361	16.1030	16.9081	17.7535	18.6412
Office Specialist III	39	19.8286	20.8200	21.8611	22.9542	24.1019
Parks & Recreation Analyst	57	30.4221	31.9433	33.5404	35.2175	36.9783
Parks Specialist	44	22.6106	23.7412	24.9284	26.1746	27.4834
Parks Supervisor	57	30.4221	31.9433	33.5404	35.2175	36.9783
Public Works Supervisor	57	30.4221	31.9433	33.5404	35.2175	36.9783
Recreation Supervisor	57	30.4221	31.9433	33.5404	35.2175	36.9783
Senior Accountant	55	29.2422	30.7041	32.2398	33.8516	35.5443
Senior Building Inspector	58	31.7912	33.3804	35.0496	36.8021	38.6421
Senior Code Enforcement Officer	52	27.3316	28.6982	30.1332	31.6397	33.2218
Senior Engineering Technician	54	28.6054	30.0354	31.5376	33.1143	34.7701
Senior Planner	64	36.5914	38.4211	40.3419	42.3592	44.4769
Special Events Coordinator	47	24.0724	25.2763	26.5402	27.8670	29.2604

CITY OF LAKE ELSINORE
MOU 2014 - 2015 / EXHIBIT B-3
Salary Range / Step Schedule

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Account Specialist I	28	15.7514	16.5393	17.3659	18.2344	19.1460
Account Specialist II	34	18.1146	19.0203	19.9714	20.9700	22.0185
Account Specialist III	39	20.8319	21.8735	22.9673	24.1157	25.3215
Accountant I	44	23.7547	24.9425	26.1898	27.4990	28.8741
Administrative Assistant	44	23.7547	24.9425	26.1898	27.4990	28.8741
Assistant Planner	51	28.0453	29.4478	30.9201	32.4663	34.0894
Associate Civil Engineer	59	33.5737	35.2525	37.0151	38.8657	40.8092
Associate Planner	57	31.9615	33.5596	35.2375	36.9995	38.8494
Building Inspector	49	26.7208	28.0569	29.4599	30.9329	32.4796
Chief Mechanic	57	31.9615	33.5596	35.2375	36.9995	38.8494
Code Enforcement Officer I	41	21.8331	22.9248	24.0710	25.2748	26.5385
Code Enforcement Officer II	47	25.2905	26.5553	27.8831	29.2771	30.7410
Code Enforcement Supervisor	57	31.9615	33.5596	35.2375	36.9995	38.8494
Community Development Technician	44	23.7547	24.9425	26.1898	27.4990	28.8741
Community Development Technician II	49	26.7208	28.0569	29.4599	30.9329	32.4796
Community Services Coordinator	47	25.2905	26.5553	27.8831	29.2771	30.7410
Customer Service Specialist	29	16.1121	16.9178	17.7636	18.6518	19.5844
Deputy City Clerk	57	31.9615	33.5596	35.2375	36.9995	38.8494
Engineering Inspector	59	33.5737	35.2525	37.0151	38.8657	40.8092
Engineering / NPDES Coordinator	52	28.7146	30.1503	31.6579	33.2407	34.9028
Engineering Technician	44	23.7547	24.9425	26.1898	27.4990	28.8741
Engineering Technician II	49	26.7208	28.0569	29.4599	30.9329	32.4796
Equipment Operator	44	23.7547	24.9425	26.1898	27.4990	28.8741
GIS Data Analyst	57	31.9615	33.5596	35.2375	36.9995	38.8494
GIS Specialist	35	19.0225	19.9735	20.9724	22.0210	23.1218
GIS Technician I	36	19.2587	20.2217	21.2327	22.2946	23.4093
Graffiti Technician	36	19.2587	20.2217	21.2327	22.2946	23.4093
Graphics Technician	47	25.2905	26.5553	27.8831	29.2771	30.7410
I.T. Database Analyst	49	26.7208	28.0569	29.4599	30.9329	32.4796
I.T. Technician I	44	23.7547	24.9425	26.1898	27.4990	28.8741
I.T. Technician II	49	26.7208	28.0569	29.4599	30.9329	32.4796
Information System Analyst	65	39.5249	41.5012	43.5764	45.7550	48.0427
Lake Operations Supervisor	57	31.9615	33.5596	35.2375	36.9995	38.8494
Lead Worker- Facilities	46	25.1787	26.4377	27.7597	29.1477	30.6049
Lead Worker- Lake Operations	46	25.1787	26.4377	27.7597	29.1477	30.6049
Lead Worker- Parks	46	25.1787	26.4377	27.7597	29.1477	30.6049
Lead Worker- Street Operations	46	25.1787	26.4377	27.7597	29.1477	30.6049
Lead Worker- Weed Abatement	46	25.1787	26.4377	27.7597	29.1477	30.6049
Maintenance Worker I	30	16.8150	17.6556	18.5384	19.4652	20.4385
Maintenance Worker II	36	19.2587	20.2217	21.2327	22.2946	23.4093
Mechanic	36	19.2587	20.2217	21.2327	22.2946	23.4093
Office Specialist I	23	14.0104	14.7107	15.4463	16.2187	17.0298
Office Specialist II	29	16.1121	16.9178	17.7636	18.6518	19.5844
Office Specialist III	39	20.8319	21.8735	22.9673	24.1157	25.3215
Parks & Recreation Analyst	57	31.9615	33.5596	35.2375	36.9995	38.8494
Parks Specialist	44	23.7547	24.9425	26.1898	27.4990	28.8741
Parks Supervisor	57	31.9615	33.5596	35.2375	36.9995	38.8494
Public Works Supervisor	57	31.9615	33.5596	35.2375	36.9995	38.8494
Recreation Supervisor	57	31.9615	33.5596	35.2375	36.9995	38.8494
Senior Accountant	55	30.7219	32.2577	33.8711	35.5645	37.3428
Senior Building Inspector	58	33.3998	35.0694	36.8231	38.6643	40.5974
Senior Code Enforcement Officer	52	28.7146	30.1503	31.6579	33.2407	34.9028
Senior Engineering Technician	54	30.0528	31.5552	33.1334	34.7899	36.5295
Senior Planner	64	38.4429	40.3652	42.3832	44.5026	46.7274
Special Events Coordinator	47	25.2905	26.5553	27.8831	29.2771	30.7410

CITY OF LAKE ELSINORE
MOU 2015 - 2016 / EXHIBIT B-4
Salary Range / Step Schedule

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Account Specialist I	28	16.2240	17.0355	17.8869	18.7815	19.7204
Account Specialist II	34	18.6580	19.5909	20.5705	21.5991	22.6790
Account Specialist III	39	21.4569	22.5297	23.6563	24.8392	26.0811
Accountant I	44	24.4673	25.6908	26.9755	28.3240	29.7403
Administrative Assistant	44	24.4673	25.6908	26.9755	28.3240	29.7403
Assistant Planner	51	28.8867	30.3312	31.8477	33.4403	35.1121
Associate Civil Engineer	59	34.5809	36.3100	38.1255	40.0317	42.0335
Associate Planner	57	32.9203	34.5664	36.2947	38.1095	40.0149
Building Inspector	49	27.5224	28.8986	30.3437	31.8609	33.4540
Chief Mechanic	57	32.9203	34.5664	36.2947	38.1095	40.0149
Code Enforcement Officer I	41	22.4881	23.6126	24.7932	26.0331	27.3346
Code Enforcement Officer II	47	26.0492	27.3519	28.7196	30.1554	31.6632
Code Enforcement Supervisor	57	32.9203	34.5664	36.2947	38.1095	40.0149
Community Development Technician	44	24.4673	25.6908	26.9755	28.3240	29.7403
Community Development Technician II	49	27.5224	28.8986	30.3437	31.8609	33.4540
Community Services Coordinator	47	26.0492	27.3519	28.7196	30.1554	31.6632
Customer Service Specialist	29	16.5955	17.4253	18.2966	19.2114	20.1720
Deputy City Clerk	57	32.9203	34.5664	36.2947	38.1095	40.0149
Engineering Inspector	59	34.5809	36.3100	38.1255	40.0317	42.0335
Engineering / NPDES Coordinator	52	29.5760	31.0548	32.6077	34.2379	35.9499
Engineering Technician	44	24.4673	25.6908	26.9755	28.3240	29.7403
Engineering Technician II	49	27.5224	28.8986	30.3437	31.8609	33.4540
Equipment Operator	44	24.4673	25.6908	26.9755	28.3240	29.7403
GIS Data Analyst	57	32.9203	34.5664	36.2947	38.1095	40.0149
GIS Specialist	35	19.5932	20.5727	21.6016	22.6816	23.8155
GIS Technician I	36	19.8364	20.8284	21.8697	22.9634	24.1115
Graffiti Technician	36	19.8364	20.8284	21.8697	22.9634	24.1115
Graphics Technician	47	26.0492	27.3519	28.7196	30.1554	31.6632
I.T. Database Analyst	49	27.5224	28.8986	30.3437	31.8609	33.4540
I.T. Technician I	44	24.4673	25.6908	26.9755	28.3240	29.7403
I.T. Technician II	49	27.5224	28.8986	30.3437	31.8609	33.4540
Information System Analyst	65	40.7107	42.7463	44.8837	47.1276	49.4840
Lake Operations Supervisor	57	32.9203	34.5664	36.2947	38.1095	40.0149
Lead Worker- Facilities	46	25.9340	27.2309	28.5925	30.0222	31.5231
Lead Worker- Lake Operations	46	25.9340	27.2309	28.5925	30.0222	31.5231
Lead Worker- Parks	46	25.9340	27.2309	28.5925	30.0222	31.5231
Lead Worker- Street Operations	46	25.9340	27.2309	28.5925	30.0222	31.5231
Lead Worker- Weed Abatement	46	25.9340	27.2309	28.5925	30.0222	31.5231
Maintenance Worker I	30	17.3194	18.1853	19.0945	20.0492	21.0516
Maintenance Worker II	36	19.8364	20.8284	21.8697	22.9634	24.1115
Mechanic	36	19.8364	20.8284	21.8697	22.9634	24.1115
Office Specialist I	23	14.4307	15.1520	15.9097	16.7053	17.5407
Office Specialist II	29	16.5955	17.4253	18.2966	19.2114	20.1720
Office Specialist III	39	21.4569	22.5297	23.6563	24.8392	26.0811
Parks & Recreation Analyst	57	32.9203	34.5664	36.2947	38.1095	40.0149
Parks Specialist	44	24.4673	25.6908	26.9755	28.3240	29.7403
Parks Supervisor	57	32.9203	34.5664	36.2947	38.1095	40.0149
Public Works Supervisor	57	32.9203	34.5664	36.2947	38.1095	40.0149
Recreation Supervisor	57	32.9203	34.5664	36.2947	38.1095	40.0149
Senior Accountant	55	31.6435	33.2255	34.8873	36.6314	38.4631
Senior Building Inspector	58	34.4018	36.1215	37.9278	39.8242	41.8153
Senior Code Enforcement Officer	52	29.5760	31.0548	32.6077	34.2379	35.9499
Senior Engineering Technician	54	30.9544	32.5018	34.1274	35.8336	37.6254
Senior Planner	64	39.5962	41.5762	43.6547	45.8377	48.1293
Special Events Coordinator	47	26.0492	27.3519	28.7196	30.1554	31.6632

CITY OF LAKE ELSINORE
MOU 2016 - 2017 / EXHIBIT B-5
Salary Range / Step Schedule

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Account Specialist I	28	16.2240	17.0355	17.8869	18.7815	19.7204	20.7064
Account Specialist II	34	18.6580	19.5909	20.5705	21.5991	22.6790	23.8130
Account Specialist III	39	21.4569	22.5297	23.6563	24.8392	26.0811	27.3852
Accountant I	44	24.4673	25.6908	26.9755	28.3240	29.7403	31.2273
Administrative Assistant	44	24.4673	25.6908	26.9755	28.3240	29.7403	31.2273
Assistant Planner	51	28.8867	30.3312	31.8477	33.4403	35.1121	36.8677
Associate Civil Engineer	59	34.5809	36.3100	38.1255	40.0317	42.0335	44.1351
Associate Planner	57	32.9203	34.5664	36.2947	38.1095	40.0149	42.0156
Building Inspector	49	27.5224	28.8986	30.3437	31.8609	33.4540	35.1267
Chief Mechanic	57	32.9203	34.5664	36.2947	38.1095	40.0149	42.0156
Code Enforcement Officer I	41	22.4881	23.6126	24.7932	26.0331	27.3346	28.7014
Code Enforcement Officer II	47	26.0492	27.3519	28.7196	30.1554	31.6632	33.2464
Code Enforcement Supervisor	57	32.9203	34.5664	36.2947	38.1095	40.0149	42.0156
Community Development Technician	44	24.4673	25.6908	26.9755	28.3240	29.7403	31.2273
Community Development Technician II	49	27.5224	28.8986	30.3437	31.8609	33.4540	35.1267
Community Services Coordinator	47	26.0492	27.3519	28.7196	30.1554	31.6632	33.2464
Customer Service Specialist	29	16.5955	17.4253	18.2966	19.2114	20.1720	21.1806
Deputy City Clerk	57	32.9203	34.5664	36.2947	38.1095	40.0149	42.0156
Engineering Inspector	59	34.5809	36.3100	38.1255	40.0317	42.0335	44.1351
Engineering / NPDES Coordinator	52	29.5760	31.0548	32.6077	34.2379	35.9499	37.7474
Engineering Technician	44	24.4673	25.6908	26.9755	28.3240	29.7403	31.2273
Engineering Technician II	49	27.5224	28.8986	30.3437	31.8609	33.4540	35.1267
Equipment Operator	44	24.4673	25.6908	26.9755	28.3240	29.7403	31.2273
GIS Data Analyst	57	32.9203	34.5664	36.2947	38.1095	40.0149	42.0156
GIS Specialist	35	19.5932	20.5727	21.6016	22.6816	23.8155	25.0062
GIS Technician I	36	19.8364	20.8284	21.8697	22.9634	24.1115	25.3171
Graffiti Technician	36	19.8364	20.8284	21.8697	22.9634	24.1115	25.3171
Graphics Technician	47	26.0492	27.3519	28.7196	30.1554	31.6632	33.2464
I.T. Database Analyst	49	27.5224	28.8986	30.3437	31.8609	33.4540	35.1267
I.T. Technician I	44	24.4673	25.6908	26.9755	28.3240	29.7403	31.2273
I.T. Technician II	49	27.5224	28.8986	30.3437	31.8609	33.4540	35.1267
Information System Analyst	65	40.7107	42.7463	44.8837	47.1276	49.4840	51.9582
Lake Operations Supervisor	57	32.9203	34.5664	36.2947	38.1095	40.0149	42.0156
Lead Worker- Facilities	46	25.9340	27.2309	28.5925	30.0222	31.5231	33.0992
Lead Worker- Lake Operations	46	25.9340	27.2309	28.5925	30.0222	31.5231	33.0992
Lead Worker- Parks	46	25.9340	27.2309	28.5925	30.0222	31.5231	33.0992
Lead Worker- Street Operations	46	25.9340	27.2309	28.5925	30.0222	31.5231	33.0992
Lead Worker- Weed Abatement	46	25.9340	27.2309	28.5925	30.0222	31.5231	33.0992
Maintenance Worker I	30	17.3194	18.1853	19.0945	20.0492	21.0516	22.1042
Maintenance Worker II	36	19.8364	20.8284	21.8697	22.9634	24.1115	25.3171
Mechanic	36	19.8364	20.8284	21.8697	22.9634	24.1115	25.3171
Office Specialist I	23	14.4307	15.1520	15.9097	16.7053	17.5407	18.4177
Office Specialist II	29	16.5955	17.4253	18.2966	19.2114	20.1720	21.1806
Office Specialist III	39	21.4569	22.5297	23.6563	24.8392	26.0811	27.3852
Parks & Recreation Analyst	57	32.9203	34.5664	36.2947	38.1095	40.0149	42.0156
Parks Specialist	44	24.4673	25.6908	26.9755	28.3240	29.7403	31.2273
Parks Supervisor	57	32.9203	34.5664	36.2947	38.1095	40.0149	42.0156
Public Works Supervisor	57	32.9203	34.5664	36.2947	38.1095	40.0149	42.0156
Recreation Supervisor	57	32.9203	34.5664	36.2947	38.1095	40.0149	42.0156
Senior Accountant	55	31.6435	33.2255	34.8873	36.6314	38.4631	40.3863
Senior Building Inspector	58	34.4018	36.1215	37.9278	39.8242	41.8153	43.9061
Senior Code Enforcement Officer	52	29.5760	31.0548	32.6077	34.2379	35.9499	37.7474
Senior Engineering Technician	54	30.9544	32.5018	34.1274	35.8336	37.6254	39.5066
Senior Planner	64	39.5962	41.5762	43.6547	45.8377	48.1293	50.5357
Special Events Coordinator	47	26.0492	27.3519	28.7196	30.1554	31.6632	33.2464

AGENCY SHOP
SIDE LETTER OF AGREEMENT
EXHIBIT C

1. Legislative Authority

The parties mutually understand and agree that as a result of State of California adoption of SB 739, all full-time unit employees represented by United Public Employees of California, LIUNA Local 777 (hereinafter "Union") have the right to join or not join the Union. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees must either join the Union or pay to the Union a service fee in lieu thereof. Such service fee shall be established by the Union, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Union.

2. Union Dues/Service Fees

- (a) Effective October 15, 2005, the Payroll Department shall provide all current employees and any employees hired thereafter with an authorization notice advising them that the City has entered into an Agency Shop agreement with the Union, and that all employees subject to the Agreement must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to Payroll.
- (b) If the form is not completed properly and returned within 14 calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. The effective date of Union dues, service fee, or charitable contribution shall begin no later than the first full pay period after receipt of the authorization form.
- (c) The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status

for an entire pay period, no withholding will be made to cover the pay period the full withholding, no deduction shall be made. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Union dues and service fees.

3. Religious Exemption

- (a) Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following Funds:

1. American Cancer Society
2. American Heart Association
3. American Red Cross

Charitable contributions shall be by regular payroll deductions only in order to qualify as a condition of continued exemption from the requirement of financial support to the Union.

- (b) Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Union within 14 calendar days of receipt by the City. The Union shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge

4. Recision

The agency shop provision in this memorandum of understanding may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that:

- (a) A request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit;
- (b) The vote is by secret ballot;
- (c) The vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one vote taken during that term. Notwithstanding the above, the City and the Union may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement.
- (d) If a "Precision vote" is approved by unit members during the term of a current MOU, the Union agrees not to petition for or seek Agency Shop status for the remainder of the current MOU.

5. Records

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. [An employee organization required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this provision, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the City with a copy of the financial reports.]

6. Indemnification

The Union shall indemnify, defend and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation, including claims relating to the Union's/Association's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Union agrees to pay any attorney, arbitrator or court fees related thereto.

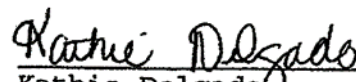
7. Election

Prior to the implementation of this provision, the California State Mediation and Conciliation Service shall conduct a secret ballot election to be held on October 5, 2005. All eligible unit members shall be allowed to participate in the voting, irrespective of current membership in the Union. Ballots shall be counted at the conclusion of the October 5, 2005 balloting.

8. City Council Approval

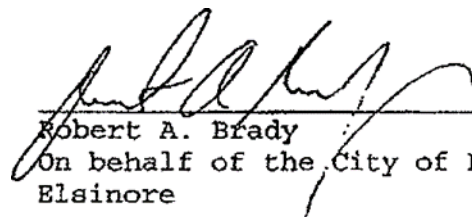
If the foregoing Agency Shop provisions are approved by the employees on October 5, 2005, then authorization to approve this Side Letter of Agreement shall be submitted to the City Council at its next regular meeting.

Dated: October 13, 2005



Kathie Delgado
On behalf of the United Public
Employees of California, LIUNA,
Local 777

Dated: October 13, 2005



Robert A. Brady
On behalf of the City of Lake
Elsinore