CITY OF
CHULA VISTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF CHULA VISTA

AND

WESTERN COUNCIL OF ENGINEERS

JULY 1, 2005 – JUNE 30, 2010

MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES REPRESENTED BY THE CHULA VISTA CHAPTER, WESTERN COUNCIL OF ENGINEERS, FOR FISCAL YEARS 2005/2006, 2006/2007, 2007/2008, 2008/2009 AND 2009/2010.

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SECTION I ADMINISTRATION

ARTICLE 1.01 PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the City of Chula Vista (City) and the Chula Vista Chapter of the Western Council of Engineers (WCE) as a result of meeting and conferring in good faith concerning wages, hours and other terms and conditions of employment, pursuant to the Employer-Employee Relations Policy of the City Of Chula Vista and California Government Code Section 3500 et. Seq., known as the Meyers-Milias-Brown Act.

ARTICLE 1.02 RECOGNITION

The City recognizes WCE as the exclusive representative for employees in the City of Chula Vista employed in the following classifications:

Assistant Engineer
Associate Engineer
Sr. Civil Engineer
Transportation Engineer
Land Surveyor
Assistant Surveyor I
Assistant Surveyor II
Plans Examiner
Sr. Plans Examiner

AGENCY SHOP

The City will support and comply with WCE's decision regarding Agency Shop and will abide by the result of a majority vote of the employees in the above classifications. Should WCE succeed in such an election, the City and WCE will meet and confer on a side letter implementing the terms of the Agency Shop agreement.

ARTICLE 1.03 CITY RIGHTS

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

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

A. Establish, plan for, and direct the work force toward the organizational goals of the City government.

B. Determine the organization, and the merits, necessity, and level of activity or service to be provided to the public.

C. Determine the City budget.

D. Establish, regulate and administer a merit or civil service system which provides for all types of personnel transactions, including, but not limited to, determining the procedures and standards for the hiring, promotion, transfer, assignment, layoff, retention and classification of positions in accordance with the City Charter, Civil Service Rules, and established personnel practices.

E. Discipline or discharge employees for proper cause.

F. Determine the methods, means, numbers, and kinds of personnel, and the job or position content required to accomplish the objectives and goals of the City.

G. Effect a reduction in authorized positions.

H. Subcontract out various services currently performed by City work force when such actions will result in cost savings to the City.

I. Take actions necessary to carry out the mission of the City in emergencies and in other situations of unusual or temporary circumstances.

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

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

The City's exercise of its management rights is not subject to challenge through the grievance procedure or in any other forum, except where otherwise in conflict with a specific term of this collective bargaining agreement.

ARTICLE 1.04 WCE RIGHTS

WCE shall have the right to:

A. Be provided a reasonable amount of space on relevant City bulletin boards for legitimate communications with members. WCE shall be responsible for maintaining the space provided in an orderly condition and shall promptly remove outdated materials.

B. Be granted use of City facilities by the appropriate authority for meetings composed of WCE members, provided such meetings are held outside regularly scheduled working hours for the group which is meeting, and provided space can be made available without interfering with City needs. WCE will provide proper advance notice of such meetings and pay any contingent costs of security, supervision, damage and clean-up.

C. The City will place the current MOU on the City's intranet no later than 30 calendar days after date of adoption by the City Council.

D. Authorized representatives shall be allowed reasonable access to unit employees during working hours for the purpose of consulting regarding the employer-employee relationship, provided that the work operation and service to the public are not impaired and the authorized representatives shall have given advance notice to, and been granted authorization by, the Appointing Authority or his or her designated representative when contacting unit employees during the duty period of the employees. The Appointing Authority or his or her designee shall determine the appropriate time for such access.

E. Designate two (2) employees (in addition to the President and Vice-President) who serve as official representatives. Such persons shall be released from work, without loss of compensation, when formally meeting and conferring with management representatives on matters within the scope of representation. One member shall also be released from work without loss of compensation when meeting with management representatives on matters pertaining to an allowable grievance item.

F. Be provided, upon request, such literature and public documents as may be necessary when not available on the City's intranet (i.e., City budget, Civil Service Commission meetings, open Council conferences, etc.).

G. The City shall bill WCE $.10 per member, per pay period for the full costs incurred for dues deduction on behalf of WCE.

H. If the City proposes layoffs of positions represented by WCE, or the freezing or deletion of vacant positions represented by WCE after 7/1/2005, the City will have Human Resource management discuss such proposals with a two-person WCE team to discuss possible alternatives. WCE will act only in an advisory capacity to the City and acknowledges and recognizes the City's full rights under Article 1.04 of this MOU.

ARTICLE 1.05 LABOR-MANAGEMENT COOPERATION

The parties agree that during the term of this MOU, they will continue to support the Pride At Work Program. In addition they will continue to participate in efforts to contain health care costs. The City and WCE agree that they will continue to have open discussions on matters of concern to the parties during the term of this MOU, including facilitated meetings with appropriate Appointing Authorities to discuss opportunities for cross-departmental training opportunities.

ARTICLE 1.06 TERM AND EFFECT OF THIS MEMORANDUM OF UNDERSTANDING

A. This MOU shall remain in full force and effect from July 1, 2005 through June 30, 2010 (the date closest to July 1 that is the end of a pay period) and it is understood and agreed that the terms, conditions, wages, and all provisions of this MOU shall continue in effect until a new MOU is negotiated and subsequently ratified by the WCE and adopted by the City Council. The terms and conditions outlined in this MOU shall remain in effect from July 1, 2005 until the first pay period in July 2010

   If either party proposes to modify or terminate any of the terms or conditions set forth in this MOU for inclusion in a subsequent MOU, they must notify the other party in writing not later than March 1, 2010. WCE will endeavor to submit written proposals for such proposed modifications to the City not later than March 30, 2010. Proposed modifications not submitted to the City in writing by March 30, 2010 will not be discussed during the meet and confer process. City agrees that if written proposals are received from WCE by March 30, 2010, City will be prepared to commence negotiations on those proposals by April 15, 2010.

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

C. If at any time during the term of this MOU, through causes beyond the control of the City, the City does not have a sufficient amount of anticipated budgeted revenues or is required to make substantial unanticipated expenditures, then, in such event, the City may, with mutual agreement of the WCE, re-negotiate this MOU and meet and confer on wages, hours and other terms and conditions of employment. This section, however, in no way affects the existing right of the City to lay off employees.

ARTICLE 1.07 MOU REVISIONS

The City and the WCE agree that during the term of this MOU they will continue to meet and confer on changes to the format and language of the MOU. The purpose of the proposed changes is to reconcile the MOU with the Civil Service Rules, the Employer/Employee Relations Policy, and other City policies and procedures, and to insure the language of the MOU accurately reflects City practice.

Any proposed changes to the MOU that involve monetary issues will be deferred to meet and confer in 2010, except those issues specifically reserved for discussion during the 2008 reopener period. Additionally, this language will not prohibit the WCE from requesting that the City meet and confer on monetary issues where manifest inequities have arisen.

Outstanding language issues not resolved by December 31, 2005 will be deferred until meet and confer in 2010.

ARTICLE 1.08 REOPENER

WCE and the City agree that during the third year of the MOU a reopener on issues involving base wages, health care benefits, and the Retirement Health Savings plan will be initiated. The reopener will be limited only to potential increases in wages and benefits and to new developments in the RHSP. The reopener will not be used to discuss any reductions in wages or benefits, and no other issues will be considered during the reopener period. The City agrees that before discussions begin on the reopener issues it will research additional funding mechanisms for the RHSP. Additionally, the City agrees it will conduct salary and benefit surveys and provide the surveys to WCE during the meet and confer period.

ARTICLE 1.09 RETENTION OF BENEFITS

The represented employees covered by this MOU shall retain all benefits provided herein for the full term of this MOU. Benefits, rights, or privileges not specifically covered by this MOU, but subject to the Meyers Milias Brown Act, may be acted upon by the City without mutual consent after meeting and conferring with the WCE.

ARTICLE 1.10 SAVINGS CLAUSE

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

SECTION II COMPENSATION
SUBSECTION A WAGES

ARTICLE 2.01 WAGES

A. Salary Increases - Base wages (i.e. the salaries for Steps A-E) shall increase as follows at the beginning of the pay period which includes January 1st.

1. January 1, 2006	3%
2. January 1, 2007	3%
3. January 1, 2008	4%
4. January 1, 2009	4%
5. January 1, 2010	4%

B. Merit (Step) Increases will be made according to the formula set forth in the Civil Service rules currently in affect.

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

C. Effective Dates - All other payroll and wage changes, such as regular merit increases, shall be effective at the beginning of the regular biweekly payroll period closest to the employee's actual qualifying date.

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

E. All Associate Engineers and Assistant Surveyors II, or Plans Examiners who become registered by the State of California as a Professional Civil Engineer, Professional Traffic Engineer, Land Surveyor or Licensed Architect when registration is not a requirement of the position held, shall receive five percent (5%) additional compensation.

ARTICLE 2.02 OVERTIME

I. Definition - Whenever an employee is ordered to work more than 40 hours in a work week he or she shall be granted overtime pay at the rate of 1 1/2 times his or her Fair Labor Standards Act (FLSA) "Regular Rate", or compensatory time off at 1 1/2 times the extra hours worked (except as stated in Article 2.03.). Overtime work shall be permitted only at the direction and with the advance approval of the employee's immediate supervisor. Payment for overtime shall be made during the pay period in which the overtime was earned.

"Time Worked" - Includes all paid hours including sick leave, leaves during which Workers' Compensation is paid, vacation time, holidays or any other time away from the job for which the employee is compensated.

II. Administration of Overtime - All time worked in addition to the work period as defined in Article 3.01 with the exception of insignificant amounts of "hours worked" will be counted toward the 40 hour work week. Insignificant amounts of hours worked is defined as any time worked outside the regular schedule that is less than 15 minutes in a day, unless the definition is changed in the Federal Regulations or by court action.

ARTICLE 2.03 COMPENSATORY OVERTIME

A record of compensatory overtime earned and used shall be maintained on the biweekly pay records. Compensatory overtime shall not be accrued to an employee's credit for any time in excess of 40 hours. The decision to reimburse an employee for overtime hours worked with compensatory time off in-lieu of pay will be at the discretion of the supervisor and the Appointing Authority based on the employee's request while recognizing the overall departmental staffing requirements.

ARTICLE 2.04 OUT-OF-CLASS ASSIGNMENT

I. When an employee is assigned to perform the duties of a higher paid classification for a period of 5 consecutive work days or 40 consecutive working hours, the employee shall be compensated with a minimum of 5 % above the employee's current salary rate up to a maximum of 20 % effective the first day of the out-of-class assignment. Increases greater than 5% must be approved by the Director of Human Resources. Requests for out-of-class compensation shall be submitted by the Appointing Authority on a "Payroll Change Notice" form as percentage amounts only.

II. The duration of an out-of-class assignment shall not exceed one calendar year.

ARTICLE 2.05 SPECIAL PROJECT PAY

WCE represented employees may be eligible to receive a maximum of 15% above their base pay when assigned by the City Manager to a "Special Project".

ARTICLE 2.06 BILINGUAL PAY

Those employees who, upon the recommendation of the Appointing Authority and approval of the Director of Human Resources, are regularly required to use their bilingual skills in the performance of their duties will receive $100 per month in addition to their regular pay. Employees requesting bilingual pay must successfully complete a Bilingual Performance

Examination. Employees who wish to continue receiving bilingual pay must successfully complete a Bilingual Performance Examination once every three (3) years.

ARTICLE 2.07 MILEAGE REIMBURSEMENT

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

ARTICLE 2.08 PROTECTIVE CLOTHING

The following positions are currently included in the Safety Shoe Program: Surveyor I and II and Land Surveyor. These employees and other employees not specifically listed are eligible to be reimbursed up to $150 per pair of safety shoes, when it has been determined by their Appointing Authority or the Risk Manager that, because of their duties, the wearing of safety shoes is required.

ARTICLE 2.09 PROFESSIONAL ENRICHMENT

Employees represented by WCE are eligible to participate in the City's Professional Enrichment Program. The annual Professional Enrichment Fund allotment for WCE employees is $19,250. Employees are eligible to receive up to $1,000 per fiscal year for professional enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursements under the City's "Professional Enrichment" will be closed the second Thursday in June. Employees may request reimbursement for professional enrichment expenses in accordance with Internal Revenue Code Section 132 and any other applicable state and federal law. Employees must receive approval from their Appointing Authority and the City Manager's designee before funds may be claimed for reimbursement. Reimbursements are on a first come, first serve basis until the funds have been exhausted.

ARTICLE 2.10 FEES FOR PROFESSIONAL LICENSES/MEMBERSHIPS

The City shall pay the fees for the professional registration or license of Engineers, Civil Engineers, Structural Engineers, Traffic Engineers, Traffic Operation Engineers, Land Surveyors, and Plans Examiners. The City will pay membership fees for WCE employees in any one professional organization as requested. The City will pay only one membership fee per year, per employee in addition to any department-wide memberships.

ARTICLE 2.11 EMPLOYEE BENEFITS

Employees are eligible for benefits if employed:

A. directly by the City of Chula Vista and

B. working in a half time (40 hours) or more position in an 80-hour biweekly pay period.

I. Flexible Benefit Plan

The City will provide to each represented employee a Cafeteria Plan allotment to purchase benefits qualified under Section 125 of the Internal Revenue Code. The Plan Document containing the specific provisions of the Plan will be adopted by the City Council on an annual basis. The plan document will incorporate by reference the provisions of this article.

A. Enrollment

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

B. Cafeteria Plan Allotment

WCE represented employees shall receive a Cafeteria Plan allotment of $9,146 per calendar year to purchase eligible benefits, effective calendar year 2006. Eligible part-time benefited employees will receive an allotment in the proportion that such part-time employment bears to full-time employment.

To maintain relative buying power to purchase health benefits from the Cafeteria Plan allotment, the City will share the average cost increase of the full-family non-indemnity health plan premiums on a 50/50 basis with members. The cost increases will be

assessed on an annual basis. The City's share of the cost increase will be added to the Cafeteria Plan allotment at the next open enrollment, to be effective the next Plan year. The City agrees that in the event of premium decreases there will be no decrease in the Cafeteria Plan allotment.

C. Available Cafeteria Benefits

1. Health Insurance **(Mandatory)**

From the Cafeteria Plan allotment, each represented employee must select coverage for himself or herself under one of the City sponsored health plans. Any employee married to another benefited City employee who is covered under his or her spouse's plan may waive coverage under the Cafeteria Plan. In addition to personal coverage, an employee may elect coverage for his or her qualified dependents under the same plan selected by the employee.

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

2. Dental **(Optional)**

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

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

Represented employees may allocate a portion of their Cafeteria Plan allotment to either a Dental/Medical/Vision or Dependent Care reimbursement account.

4. Vision – **(Optional)**

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

5. Cash **(Optional)**

Represented employees may allocate a portion of their Cafeteria Plan allotment to a taxable cash payment. These payments will be paid to employees on a pro-rata basis two times per benefit year.

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

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

The City reserves the right to contract with a Third Party Administrator for the administration of FSAs. The City will pay the start-up costs associated with third party administration. Participating employees will pay any required fees (monthly, per employee, per transaction, etc.).

D. Short-Term/Long-Term Disability

The City agrees to contribute the amount necessary to provide short-term disability and long-term disability protection for each represented employee. At a minimum the policies will include the following:

Short-Term Disability - Requires a thirty (30) day elimination period and pays a weekly benefit of 60% of salary up to a maximum of $1,732 per week.

Long-Term Disability – Requires a ninety (90) day elimination period and pays a 60% of salary up to a monthly maximum of $7,500.

Disability Plus-If the employee has a loss of 2 or more activities of daily living (ADL), he or she will receive an additional 20% of salary up to a maximum of $5,000.

ARTICLE 2.12 GROUP TERM LIFE INSURANCE

The City agrees to pay the premium for $50,000 of group term life insurance for each represented employee. Represented employees may apply for themselves and their eligible dependents to purchase from $50,000 to $300,000 of supplemental group term life insurance in $10,000 increments through the City's group insurance plan. Employees will pay the additional cost of supplemental insurance through payroll deductions.

ARTICLE 2.13 RETIREMENT

The City will provide represented members with retirement benefits via contract with the California Public Employees Retirement System (CalPERS). The City will provide the PERS 3% @ 60 retirement plan option as provided for in the California Public Employees' Retirement

System (Government Code sections 2000 through 21765). In addition to payment of the mandatory employer's contribution for represented employees' retirement benefits, the City agrees to also pay the employee's portion of the PERS contribution, which is presently fixed at 8%.

The City will provide the following CalPERS contract options:

A. One-Year Final Compensation
B. Post-Retirement Survivor Allowance
C. Credit for Unused Sick Leave
D. 4th Level 1959 Survivor Benefit. The monthly member cost for this benefit will be paid by the City.
E. Military Service Credit as Prior Service
F. Cost of Living Allowance (2%)
G. Post-Retirement Survivor Allowance Continuance
H. Pre-Retirement Death Benefit for Spouse
I. Retired Death Benefit $5,000
J. Prior Service Credit
K. Employer Paid Member Contribution

ARTICLE 2.14 DEFERRED COMPENSATION

WCE members shall be eligible to participate in the City's approved deferred compensation plans offered by the City.

ARTICLE 2.15 RETIREMENT HEALTH SAVINGS ACCOUNTS

A. All employees will be allowed to participate, on a voluntary basis, in the City's Retirement Health Savings (RHS) plan. The RHS plan will provide employees the option of contributing vacation hours to the pre-fund post-retirement medical costs. IRS regulations limit the uses for which RHS funds may be used after retirement. Employees are advised to carefully review the information provided by the City regarding permitted uses for RHS funds before deciding whether to participate in the plan.

B. Employees will be permitted to make annual irrevocable elections to contribute 80 hours of prospective vacation leave (in 40-hr increments) to the RHS plan, provided the employee has a combined vacation and sick leave balance of 480 hours. (This number of hours will ensure an employee is compensated for the full term of an FMLA leave.)

C. Employees will be permitted to make a one-time irrevocable election to contribute all, or any portion of, their accrued vacation to the RHS plan upon separation or retirement from City service .

D. Each part-time employee paid at a biweekly rate shall be entitled to participate in the RHS plan. The number of hours that a part-time employee shall be allowed to contribute shall be in the proportion that the employee's part-time employment bears to full time employment.

E. The RHS plan will be administered by a third party administrator. The City will pay the contractual start-up costs associated with third party administration of the RHS plan. Participating employees will pay participant costs. If the City does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

F. The City will continue to research permissible IRS approved funding mechanisms for the RHS plan. Any proposed changes to the RHS plan will be subject to meet and confer during the reopener period in the third year of the MOU.

SECTION III HOURS

ARTICLE 3.01 WORK PERIOD

The work period is a fixed and regular recurring period of work hours during the seven consecutive 24 hour periods beginning at 12:01 a.m. on Friday morning and ending at 12:00 midnight the following Thursday evening.

ARTICLE 3.02 VACATION

I. Definition - For the purpose of this article, the definitions for continuous service, intermittent service, active service, time worked, calendar year and employee as found in the Civil Service rules shall apply.

II. Vacation

A. Vacation Accrual - Continuous service: Each employee paid at a biweekly rate who has had continuous full-time active service shall be entitled to vacation with pay. This benefit will be calculated based on 26 pay periods per fiscal year. The following provisions shall apply:

1. Employees will accrue 80 hours during the first through fourth year of service (cumulative to a total leave balance of 240 working hours). This benefit will be accumulated at the rate of 3.07 working hours for each full biweekly pay period of service performed.

2. Employees will accrue and be eligible to receive 120 hours annually (cumulative to a total leave balance of 360 hours) during the fifth through ninth year of service. The benefits will be accumulated at the rate of 4.60 working hours for each full biweekly pay period of service performed.

3. Employees will accrue and be eligible to receive 160 hours annually (cumulative to a total leave balance of 480 hours) during the tenth through fourteenth years of service. This benefit will be accumulated at the rate of 6.14 working hours for each full biweekly pay period of service performed.

4. Employees will accrue and be eligible to receive 200 hours annually (cumulative to a total leave balance of 600 hours) during the fifteenth and succeeding years of service. This benefit will be accumulated at the rate of 7.70 working hours for each full biweekly pay period of service performed.

5. Maximum Vacation Accrual - At no time may an employee have more than three years of vacation leave accumulated. No credits shall be accrued above this limit.

6. Vacation accrual rate changes will become effective at the beginning of the pay period which includes the employee's anniversary date of benefited status.

7. Vacation sell back – All members of represented classifications who have completed at least five (5) years of service shall have the option of selling 40 hours of accrued vacation back to the City one time per fiscal year. The accumulated vacation balance will be reduced accordingly.

B. Each part time employee paid at a biweekly rate shall be entitled to vacation with pay. The number of working days of such vacation shall be computed on the basis set forth in subsection (2), (3), (4) or (5) and shall be in the proportion that the part-time employment bears to full-time employment.

C. Employees separated from City service, whether voluntarily or involuntarily, shall be granted all of the unused vacation to which they are entitled based upon continuous service computed on the basis set forth in subsections (1), (2), (3) or (4). Payment shall be made hour-for-hour with any portion of an hour being considered a full hour.

D. Vacation Use - Vacation leave balances shall be reduced for actual time not worked to the nearest quarter hour. Absences may not be charged to vacation not already accumulated.

ARTICLE 3.03 SICK LEAVE

A. Accumulated paid sick leave credit is to be used for the sole purpose of protecting the employee's wages in the event an absence from work is made necessary because of disability due to the injury or illness of the employee or members of the employee's immediate family. For purposes of this article immediate family is defined as spouse, domestic partner, child, stepchild, parent, stepparent, sibling, parent-in-law, grandparent, or any other person living as a member of the employee's immediate household.

B. Sick Leave Accrual - Computation of sick leave: Sick leave with pay is cumulative at the rate of 3.69 working hours for each biweekly pay period of active service, 96 hours annually, beginning at the time of full-time permanent probationary employment. This benefit is calculated on 26 pay periods per fiscal year. Permanent part-time employees shall receive sick leave with pay in the proportion that such part-time employment bears to full-time employment. A person who has held a position with temporary or interim status and is appointed to a position with probationary status, without a break in service, may have such time credited to sick leave upon the recommendation of the Appointing Authority and the Human Resources Director and with the approval of the City Manager.

C. Maximum Sick Leave Accumulation - Unused sick leave may be accumulated in an unlimited amount.

D. Sick Leave Use - Sick leave balances shall be reduced for actual time not worked to the nearest quarter hour for reasons allowable under this section. Absence for illness may not be charged to sick leave not already accumulated.

E. Sick Leave Verification - The City may, in its discretion, require a doctor's certificate and/or a personal sworn affidavit stating that the employee is unable to perform the essential functions of his or her job. If an employee is to be required to furnish a doctor's certificate, the employee shall be notified by his or her supervisor that a doctor's certificate shall be required when the employee notifies the City that he or she will be absent by reason of illness or disability.

Sick leave verification may be requested at any time it appears to the Appointing Authority there is a pattern or practice of sick leave use that could be related to abuse, regardless of whether the individual has a sick leave balance on the books. An employee's exhaustion of his or her sick leave balances will not automatically trigger the verification requirement. However, when verification is required, the employee must show an immediate improvement in his or her use of sick leave. Sick leave usage will be monitored for a period of six months. If at any time during that period there is any abuse of sick leave, the employee will be subject to disciplinary action up to and including termination.

F. Sick Leave Reimbursement

1. Employees using thirty-two (32) hours of sick leave, or less, during the fiscal year, shall have the option of converting twenty-five percent (25%) of their remaining yearly sick leave to pay.

2. Pay shall be computed based on the following schedule and all computations shall be rounded to the nearest whole hour:

REMAINING YEARLY SICK LEAVE	PAY OPTION (25%)
96 hrs	24 hrs
88 hrs	22 hrs
80 hrs	20 hrs
72 hrs	18 hrs
64 hrs	16 hrs
56 hrs	0

3. If the pay option is selected, the paid sick leave hours shall be subtracted from the employee's accumulated yearly sick leave balance. The remaining sick leave hours shall be carried over to the next Fiscal year and

accumulated. (Example: Employee uses 32 hrs sick leave. He or she then elects to receive pay for 25% of remaining days payment, or 16 hrs. The 16 hrs are subtracted from his or her remaining yearly sick leave and the other 48 hrs are added to the employee's accumulated sick leave balance.)

4. Payment will be made during the month of July of each year. Pay will be computed based on the employee's salary step on June 15.

5. Payment will be made only to employees on City payroll twelve (12) consecutive months prior to the payoff calculation. Permanent employees who retire during the fiscal year will be compensated under this plan based upon their formal retirement date. Prorated payments will not be made to an employee who terminates during the fiscal year. However, in the event of the death of an individual while employed by the City, 100% of the employee's unused, accumulated sick leave will be paid to the appropriate beneficiary as prescribed by law.

ARTICLE 3.04 BEREAVEMENT LEAVE

When an employee with permanent status is compelled to be absent from work because of the death of an immediate family member as defined in Article 3.03 (A), the employee may be allowed to use his or her accumulated sick leave, vacation, compensatory time or floating holiday time for up to five (5) calendar days, plus three (3) travel days. The employee must make a written request and receive written approval from his or her Appointing Authority prior to taking bereavement leave.

ARTICLE 3.05 HOLIDAYS

I. Hard or Fixed Holidays will be celebrated on the day that City offices are closed for employees who work the traditional Monday through Friday work week. For the term of this MOU, the Holiday schedule is as follows:

See chart on following page

HARD HOLIDAYS
DATES CITY OFFICES ARE CLOSED

	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10
INDEPENDENCE DAY	7/4/05 Mon	7/4/06 Tues	7/4/07 Wed	7/4/08 Fri	7/3/09 Fri
VETERANS' DAY	11/11/05 Fri	11/10/06 Fri	11/12/07 Mon	11/11/08 Tues	11/11/09 Wed
LABOR DAY	9/5/05 Mon	9/4/06 Mon	9/3/07 Mon	9/1/08 Mon	9/7/09 Mon
THANKSGIVING	11/24/05 Thurs	11/23/06 Thurs	11/22/07 Thurs	11/27/08 Thurs	11/26/09 Thurs
DAY AFTER THANKSGIVING	11/25/05 Fri	11/24/06 Fri	11/23/07 Fri	11/28/08 Fri	11/27/09 Fri
CHRISTMAS	12/26/05 Mon	12/25/06 Mon	12/25/07 Tues	12/25/08 Thurs	12/25/09 Fri
NEW YEARS DAY	1/2/06 Mon	1/1/07 Mon	1/1/08 Tues	1/1/09 Thurs	1/1/10 Fri
MARTIN LUTHER KING, JR. BIRTHDAY	1/16/06 Mon	1/15/07 Mon	1/21/08 Mon	1/19/09 Mon	1/18/10 Mon
CESAR CHAVEZ DAY	3/31/06 Fri	3/30/07 Fri	3/31/08 Mon	3/31/09 Tues	3/31/10 Wed
MEMORIAL DAY	5/29/06 Mon	5/28/07 Mon	5/26/08 Mon	5/25/09 Mon	5/31/10 Mon

II. Hard Holiday Pay

A. Full time employees shall receive eight (8) hours pay at their regular hourly rate for each hard holiday. Permanent part-time employees shall receive holiday pay at their regular hourly rate in the proportion that such permanent part-time employment bears to full-time employment.

B. In addition to the holiday pay, overtime compensation shall be paid to eligible employees who must work on any hard holiday.

C. If a hard holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a hard holiday falls on a Sunday, the following Monday shall be observed as the holiday.

III. Floating Holidays

A. Amount - Effective the first pay period in July of each fiscal year of this MOU, employees shall be credited with eight (8) hours floating holiday time each for each of the following days: Lincoln's Birthday, Washington's Birthday, and Admission

Day. Permanent part-time employees paid at a bi-weekly rate shall be credited floating holiday time in the proportion that such part-time employment bears to full-time employment. Employees may take floating holiday time at their discretion, subject to staffing needs and with the approval of their Appointing Authority.

B. Floating Holiday Use - Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. The smallest unit of time chargeable to floating holiday time is one half hour.

ARTICLE 3.06 JURY DUTY

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

A. The employee must present to his or her supervisor the court order to appear for jury duty at least three weeks prior to the date to report.

B. The employee must submit a daily, court authorized, stamped time card accounting for all hours of service ordered by the court.

C. If jury service and travel time from court to work is less than five hours (7 hours for person on a 4/10 plan) in a work day, the employee is expected to return to work unless a justification for not returning to work is provided and approved, or pre-authorized leave is approved.

D. An employee who is required to serve jury duty on his or her scheduled days off will not be compensated for this time.

E. If the employee is not required to report for jury duty on any particular day(s) he or she is then expected to be at work as per the normal work schedule.

F. It is the employees' responsibility to inform his or her supervisor on a daily basis if he or she is required to report for jury duty the following day. This may include calling the supervisor after or before normal working hours.

G. Absence due to jury duty will be submitted on the City leave form.

H. An employee whose work week is other than Monday through Friday (8:00 a.m. to 5:00 p.m.) may have jury duty work day adjustments made by his or her supervisor.

ARTICLE 3.07 COURT LEAVE

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

Court leave shall be limited to:

A. Required attendance before federal, superior, municipal, and justice courts located within San Diego County.

B. Time in attendance at court together with reasonable time between court and work. If attendance is for less than a full day and the employee can reasonably be expected to return to work, he or she is required to do so.

C. Court leave shall not be granted when the employee is paid an expert witness fee.

D. Court leave will only be granted to employees who are not litigants nor related to litigants in the civil case in which they are called to appear or defendants in a criminal case.

E. Employees shall provide their supervisor with a copy of the legal subpoena and provide other documentary evidence of service.

F. When employees are subpoenaed in the line of duty they shall be guaranteed a minimum of two hours pay for each separate court appearance, including travel time.

ARTICLE 3.08 PROFESSIONAL LICENSE OR REGISTRATION EXAMINATION LEAVE

Represented employees who have made application for and are scheduled to participate in a licensure examination for Professional Engineer, Professional Traffic Engineer, or Land Surveyor shall, upon verification by the Appointing Authority, be granted time with pay to participate in any such part of the examination which is scheduled during City work hours. Such time off shall be granted one time only and shall not be charged to any leave time. If the employee is required to take a license examination more than once, the employee must use his or her accrued leave.

ARTICLE 3.09 JOB SHARING

The City will make reasonable accommodations for an employee in a regular position who desires to share his or her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis. All legally permissible benefits will be pro-rated. Each

employee shall be notified in writing by the Appointing Authority at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

ARTICLE 3.10 LEAVES OF ABSENCE MILITARY LEAVE

For purpose of this MOU, the Civil Service Rules are incorporated as reference as though set out in full in this article.

SECTION IV WORKING CONDITIONS

ARTICLE 4.01 PROHIBITED PRACTICES

I. WCE pledges it shall not cause, condone or counsel its unit members or any of them to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the City.

II. Should any unit employees breach the obligations of Paragraph I during the term of this MOU, the City Manager or his or her designee shall immediately notify WCE that an alleged prohibited action is in progress.

III. WCE shall, as soon as possible, and in any event, within eight working hours disavow any strike or other alleged prohibited action and shall advise its members orally and in writing to immediately return to work and cease the prohibited activity. WCE shall provide the City Manager with a copy of its written advisement. WCE agrees to accept the responsibility for the strike or other prohibited activity if it fails to follow one or more of the duties set forth in this article.

IV. If WCE disavows the prohibited activity and takes all positive actions set forth in this MOU in good faith, the City shall not hold WCE financially or otherwise responsible. The City may impose such penalties or sanctions as the City may appropriately assess against the participants.

V. Should WCE breach its obligations or any of them under this section during the term of this MOU, it is agreed that the City shall pursue all legal and administrative remedies available to the City that in its discretion it may elect to pursue.

VI. There shall be no lockout by the City during the term of this MOU.

ARTICLE 4.02 CAREER ADVANCEMENT

A. Promotion

1. The Assistant Engineer classification will be considered a career advancement position to the Associate Engineer level. Employees will not be required to undergo a promotional exam but will qualify for certification upon (1) fulfillment of a minimum of one year as an Assistant Engineer and upon the forwarding of a positive recommendation by his or her Appointing Authority or (2) becoming registered as a professional engineer by the State of California. Permanent employees who advance from the Assistant Engineer classification under #(1) above to the Associate Engineer level shall not be subject to an additional probationary period. Employees who advance from the Assistant Engineer level as a result of #(2) above, shall serve at least a six month probationary period at the Associate Engineer level and at least a combined total of one year as an Assistant Engineer and/or Associate Engineer.

2. Employees classified as an Associate Engineer will be allowed to use the working titles of Associate Civil Engineer or Traffic Engineer upon (a) becoming registered as a Professional Civil Engineer or Professional Traffic Engineer by the State of California; and (b) upon completion of the probationary period specified above and upon forwarding of a positive recommendation by the relevant Appointing Authority to the Director of Human Resources.

3. The career advancement provisions described in numbers 1 and 2 above will also be applicable for Assistant Surveyors I/II

ARTICLE 4.03 DRIVING ELIGIBILITY

Whenever an employee drives a vehicle for City business he or she shall have a valid California driver's license. In order to ascertain the validity of the employee's licenses, employees must present their driver's license to their supervisor upon request. The City reserves the right to check at any time with the Department of Motor Vehicles to determine if the license is valid. If an employee's driver's license is revoked, suspended or otherwise made invalid, the employee must inform his or her supervisor. Failure to notify the supervisor may result in immediate disciplinary action.

An employee who does not posses a valid California driver's license will be considered for a non-driving position, if one is available in the employee's classification. The non-driving assignment will continue for a maximum of six months if there is a reasonable expectation the employee will have a valid California driver's license at the expiration of that time. Extensions to the six-month limit will be considered on a case-by-case basis. In no case shall an employee receive more than one non-driving assignment in any three-year period. When no non-driving assignment is available, an employee must request a leave of absence without pay for six months or until such time as his or her license is once again valid, whichever is shorter.

In order to assure that non-driving assignments are provided on a fair and equitable basis, the following procedures shall be observed:

A. Each department will determine whether it has any non-driving assignments that can be filled by employees who would otherwise have driving assignments.

B. Non-driving assignments will be given on a first come, first served basis. For example, if two employees in a department have a non-valid driver's license and there is only one non-driving assignment, the first employee who comes forward will be given the non-driving assignment. The other employee may apply for a leave of absence as described above.

ARTICLE 4.04 FITNESS FOR DUTY

The parties agree that it is reasonable to require that employees be physically and mentally fit to perform the duties of their jobs. Such requirements instill public confidence in the City's ability to meet the public needs of its residents. Recognizing these important factors, the parties agree that during the term of this MOU, the City with reasonable cause, may require medical and psychological assessments of employees provided the City pays the costs of the assessments and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. It is understood that the assessment regimen performed by the health care professionals shall be reasonably related to the requirements and duties of the job.

Any treatment or remedial action recommended as a result of the assessment shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the City's Employee Assistance Program (EAP).

ARTICLE 4.05 SUBSTANCE/ALCOHOL ABUSE PROGRAM

Represented employees are subject to the City's Substance Abuse Policy.

ARTICLE 4.06 DIRECT DEPOSIT

All represented employees will be required to provide written authorization to the City's Director of Finance to electronically deposit their paychecks to a financial institution of their choice. For new employees, the effective date of this article will be the date of hire. For current employees, the mandatory direct deposit program will be phased in so that employees who do not currently have an account with a financial institution have sufficient time to establish accounts with the financial institution of their choice. The final date for implementation of this program will be December 15, 2005.

ARTICLE 4.07 GRIEVANCE PROCEDURE

This grievance procedure shall be in effect during the full term of this MOU

Section 1. PURPOSE. The purposes and objectives of the Grievance Procedure are to:

(1) Resolve disputes arising from the interpretation, application or enforcement of specific terms of this MOU.

(2) Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary.

(3) Resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar disputes.

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

(1) Manager: The City Manager or his or her authorized representative.

(2) Day: A calendar day, excluding Saturdays, Sundays and hard holidays as described by this MOU.

(3) Appointing Authority or head of a department: The chief executive officer of a department.

(4) Director of Human Resources: The Director of Human Resources or his or her authorized representative.

(5) Employee: Any officer or regular (not temporary) employee of the City, except an elected official.

(6) Employee representative: An individual who speaks on behalf of the employee.

(7) Grievance: A complaint of an employee or group of employees arising out of the application or interpretation of a specific clause in this MOU.

(8) Immediate supervisor: The individual who assigns, reviews, or directs the work of an employee.

(9) Superior: The individual to whom an immediate supervisor reports.

Section 3. REVIEWABLE AND NON-REVIEWABLE GRIEVANCES.

(1) To be reviewable under this procedure a grievance must:

(a) Concern matters or incidents that have occurred in alleged violation of a specific clause in this MOU; and

(b) Specify the relief sought, which relief must be within the power of the City to grant in whole or in part.

(2) A grievance is not reviewable under this procedure if it is a matter which:

(a) Is subject to those reserved City Management Rights as stipulated under Section 4 of the Employer-Employee Relations Policy for the City of Chula Vista or under management rights as specified in this MOU.

(b) Is reviewable under some other administrative procedure and/or rules of the Civil Service Commission such as:

1. Applications for changes in title, job classification or salary.

2. Appeals from a formal disciplinary proceeding.

3. Appeals arising out of Civil Service examinations.

4. Appeals from work performance evaluations.

5. Appeals that have a civil rights remedy or some other remedy specified by law.

(c) General complaints not directly related to specific clauses of this MOU.

(d) Would require the modification of a policy established by the City Council or by law.

(e) Relates to any City group insurance or retirement program.

Section 4. GENERAL PROVISION OF THE GRIEVANCE PROCEDURE.

(1) Grievances may be initiated only by the employee or employees concerned and may not be pursued without his or her or their consent.

(2) Procedure for Presentation. In presenting his or her grievance, the employee shall follow the sequence and the procedure outlined in Section 5.

(3) Prompt Presentation. The employee shall discuss his or her grievance with his or her immediate supervisor within ten (10) working days after the act or omission of management causing the grievance, or within ten (10) working days of when the employee, with the exercise of reasonable diligence, should have discovered the act or omission being grieved.

(4) Prescribed Form. The written grievance shall be submitted on a form prescribed by the Director of Human Resources for this purpose.

(5) Statement of Grievance. The grievance shall contain a statement of:

(a) The specific situation, act or acts complained of a violation of the MOU;

(b) The inequity or damage suffered by the employee; and

(c) The relief sought.

(6) Employee Representative. The employee may choose someone to represent him or her at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless he or she so desires.

(7) Handled During Working Hours. Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

(8) Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

(9) Consolidation of Grievances. If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances shall, whenever possible, be handled as a single grievance.

(10) Settlement. Any complaint shall be considered settled without prejudice at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.

(11) Reprisal. The grievance procedure is intended to assure a grieving employee the right to present his or her grievance without fear of disciplinary action or reprisal by his or her supervisor, superior or Appointing Authority, provided he or she observes the provisions of this grievance procedure.

(12) Back pay. The resolution of a grievance shall not include provisions for back pay retroactive further than twenty (20) working days prior to the date the grievance is filed. However, if with the exercise of reasonable diligence the act or omission being grieved was not discovered within 10 working days of its occurrence, and the grievance is subsequently timely filed pursuant to Section IV (3), then the resolution of the grievance may include provision for back pay for a maximum period of one year from the date the grievance was filed so long as such back pay awards are compliant with the law.

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

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

Step 2 Written Grievance to Superior.
If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the three (3)

working days time limit, the employee may within seven (7) working days present his or her grievance in writing to his or her supervisor. The supervisor shall provide his or her written comments to the grievance and present the grievance and comments to his or her superior within seven (7) working days. The superior shall hear the grievance and give his or her written decision to the employee within seven (7) working days after receiving the grievance.

Step 3 Grievance to Appointing Authority.
If the employee and superior cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the seven (7) working days' limit, the employee may within seven (7) working days present his or her grievance and all written comments and or decisions in writing to his or her Appointing Authority. The Appointing Authority shall hear the grievance and give his or her written decision to the employee within seven (7) working days after receiving the grievance.

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

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

Section 6. ADVISORY ARBITRATION.
Any dispute or grievance which has not been resolved by the Grievance Procedure may be submitted to advisory arbitration by the Association Representative or the City without the consent of the other party providing it is submitted within ten (10) working days, following its termination in the Grievance Procedure. The following Advisory Arbitration procedures shall be followed:

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

If agreement on an arbitrator cannot be reached, the State Department of Industrial Relations shall be requested by either or both parties to provide a list of five arbitrators. Both the City and the WCE shall have the right to strike two

names from the list. The party requesting the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

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

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

(3) Each grievance or dispute will be submitted to a separately convened arbitration proceeding except when the City and WCE mutually agree to have more than one grievance or dispute submitted to the same arbitrator.

(4) The City and the WCE shall share the expense of arbitrators and witnesses and shall share equally any other expenses, including those of a stenographer, if required by either party. If either party elects not to follow the advisory decision rendered by the arbitrator, that party shall pay the entire cost of the arbitration process, including the expense of the arbitrator, witnesses and/or stenographer.

Maria Kachadoorian
Chief Negotiator
City of Chula Vista

Kelley Bacon
Co-Negotiator
City of Chula Vista

Elizabeth Chopp, P.E.
President of Western Council of Engineers

Nancy Watson
Executive Director
Western Council of Engineers