

JULY 1, 2021 – JUNE 30, 2024

CITY OF LOMA LINDA  
PUBLIC WORKS EMPLOYEES  
ASSOCIATION



MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding**  
**LOMA LINDA PUBLIC WORKS EMPLOYEES' ASSOCIATION**

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MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF LOMA LINDA  
AND  
LOMA LINDA PUBLIC WORKS EMPLOYEES' ASSOCIATION

ARTICLE 1. PREAMBLE

This Memorandum of Understanding is made and entered into between the Loma Linda Public Works Employees' Association (LLPWEA), hereinafter referred to as "Association" and the City of Loma Linda hereinafter referred to as "City," pursuant to the California Government Code Sections 3500 et seq.

ARTICLE 2. RECOGNITION

The City hereby recognizes Loma Linda Public Works Employees' Association (LLPWEA) as the exclusive recognized organization for the employees in the classifications as listed in Appendix "A", as well as employees in such classes as may be added to this unit hereafter by the City.

ARTICLE 3. MANAGEMENT RIGHTS

Except as otherwise provided in a memorandum of understanding adopted by the City Council, or in the personnel rules and regulations, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to the following:

- A. To determine the merits, necessity, or organization of any service or activity provided by law or executive order; the mission of its constituent departments, commissions and boards; budgets and appropriations of funds; and to set municipal fees and charges.
- B. To decide upon and manage all facilities and operations carried on by or in behalf of the City including the locations, methods, means, and employees by which the City's functions are to be conducted.
- C. To establish and change job contents and work methods, techniques, processes and production standards.
- D. To determine the size and composition of the work force and to direct the work force, including the hiring, training, evaluation, promotion, demotion, discharge or transfer of employees.
- E. To determine the layout, machinery, equipment and materials to be used, and to introduce new, improved adjusted or different methods of operation.
- F. To establish, implement and apply work quality and quantity standards.

- G. To transfer work from one job to another or from one work location or unit to another.
- H. To relieve employees from duty for lack of work, lack of funds or other reasons deemed by management to be in the public interest.
- I. To promote, grant pay increases and otherwise reward employees in accordance with the established pay plan.
- J. To establish and revise job classifications and allocate positions to classifications.
- K. To contract for the performance of City services, construction, maintenance, or any other work with outside public or private entities.

#### ARTICLE 4. ASSOCIATION RIGHTS AND DUES

The Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment.

- A. The City shall deduct dues and other premiums biweekly of each employee member and Remit to the Association for the duration of this Memorandum of Understanding such monies that employees authorize in writing the City of deduct.
- B. The Association agrees to hold harmless and indemnify the City against any such claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Association.

#### ARTICLE 5. CONCLUSION OF AGREEMENT

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment; and it is mutually agreed that this Memorandum of Understanding shall be effective for the period beginning July 1, 2021 and ending June 30, 2024.

This Memorandum of Understanding contains all the covenants, stipulations, and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours, and other terms and conditions of employment not covered in this Memorandum of Understanding are covered by existing ordinances, resolutions, policies and practices of the City. Provisions of this Memorandum of Understanding apply only to employees represented by the Association.

## ARTICLE 6. CITY COUNCIL DETERMINATION

This Memorandum of Understanding shall be presented to the Loma Linda City Council for its determination of appropriate ordinances, resolutions, and other additional actions shall be considered to implement the provisions of this Memorandum.

## ARTICLE 7. HOURS OF WORK

- A. 4/10 Work Schedule – Employees currently working a forty-hour (40) per week schedule may be assigned to a 4/10-work schedule consisting of four (4) ten (10) hour days in a seven (7) day period; hours to be determined by the City Manager.
- B. Holiday Schedule – the hour value of a holiday shall be equivalent to the scheduled workday (i.e. if on a 10 hour day schedule, holiday would be compensated at 10 hours; if on an 8 hour day schedule, holiday would be compensated at 8 hours). In conjunction with the 4/10 work schedule, if a scheduled holiday falls on a Sunday, the following Monday shall be observed as the holiday; if a scheduled holiday falls on a Friday or Saturday, it shall be converted to a floating holiday; if a scheduled holiday falls on any other scheduled off work day, it shall be converted to a floating holiday. These floating holidays shall be subject to the same restrictions as other floating holidays, except that they must be taken after the holiday for which they substitute.

## ARTICLE 8. COMPENSATION

### A. SALARY RATES

All represented employees shall receive a cost of living salary adjustment as follows:

- Effective July 4, 2021 or the first pay period after ratification and adoption of the MOU by the City Council, whichever date is later – 4% across the board salary increase
- Effective July 1, 2022 – 4 % across the board salary increase
- Effective July 1, 2023 – 3.5% across the board salary increase

As reflected in accordance with Appendix “B”.

### B. SALARY SCHEDULE

1. Employees who have received a salary rate at the 6<sup>th</sup> step of the salary range for their class for a period of not less than 3 continuous years will have their salary adjusted to the 7<sup>th</sup> step (2.5%).
2. Effective July 1, 2006, members who have received the seniority salary rate at the 7<sup>th</sup> step of the salary range for their class for a period of not less than three (3) continuous years will have their salary adjusted to the 8<sup>th</sup> step (2.5%).

### C. SALARY ON APPOINTMENT

A newly hired employee shall normally be compensated at Step "1" of the salary range to which his/her class is allocated. If exceptional recruitment difficulties are encountered, or a candidate is exceptionally qualified, appointment at a higher step may be authorized by the Personnel Officer. All regular employees in the affected class who are being paid at a step lower than that set for the new employee may have their salaries adjusted to the same step as that set for the new employee. The City Manager will decide each case based in part on a consideration of the experience and education of affected employees and needs of the City.

### D. MERIT SALARY ADJUSTMENTS

Advancement within a salary range shall not be automatic but based upon job performance and the increased value of the employee's service to the City. Salary adjustments shall be granted upon approval of the department head and the Personnel Officer. Employees shall be evaluated for merit salary increases in accordance with the following:

1. Employees who receive Step "1" upon initial employment, re-employment, or promotion are eligible for a merit salary review for advancement to the next step in the salary range after six (6) months of service. An employee who receives other than Step "1" of the salary range upon initial employment, re-employment, or promotion shall be eligible for a merit salary review after 12 months dating from the effective date of his/her employment, re-employment or promotion. Subsequent merit salary review dates shall fall upon the completion of twelve (12) month service periods dating from the effective date of the preceding merit increase. Merit salary reviews are contingent upon the employee's salary rate being less than or equivalent to step 6 of his/her class.
2. The granting of an official leave of absence without pay, other than ordered military leave and qualifying FMLA and CFRA leave, shall cause the employee's merit salary review date to be extended the number of calendar days she/he was on leave.
3. If an employee's performance clearly exceeds the appropriate performance standard the City Manager may grant the employee a five percent (5%) increase in salary above the established rate for his/her class for a period not to exceed twelve months.

### E. SALARY ON PROMOTION

An employee who is promoted shall receive the nearest higher base salary rate in the new salary range that would constitute a minimum one-step salary increase (approximately 5%) over the base salary rate being received upon promotion,

provided that the employee may not receive a salary rate in excess of the maximum of the range. The employee shall be given a new merit salary review date based upon the effective date of the promotion. An employee receiving a "Y" salary rate prior to his/her promotion shall not have his/her salary reduced by reason of such promotion.

#### F. SALARY ON TRANSFER

An employee, who is transferred from one position to another in a class having the same salary range as the employee's former class, shall receive the same step in the new salary range as she/he previously received. The employee's merit salary review date shall not change.

#### G. SALARY ON DEMOTION

##### 1. Involuntary Demotion

The employee shall receive the salary step in the new range deemed appropriate by the appointing authority and assigned a new merit salary review date based upon the effective date of the demotion.

##### 2. Voluntary Demotion

An employee demoted at his/her request shall have his/her monthly salary reduced to the nearest lower monthly salary in the salary range for the class to which s/he has been demoted. If the employee was in a probationary status upon demotion, s/he shall serve the remainder of his/her probationary period in the lower class. The employee shall receive a new merit salary review date based on the effective date of the demotion.

#### H. SALARY REDUCTION

Salary reductions may be made for disciplinary reasons or as a cost saving measure. Written notice of the reduction will be given the employee prior to the effective date of the reduction and a copy filed with the Personnel Officer.

#### I. SALARY ON POSITION RECLASSIFICATION

When a regular or probationary employee's position is reclassified and the employee is appointed to the position, his/her salary shall be set as follows:

1. If the position is reclassified to a class with a higher salary range than his/her previous class, his/her salary and merit salary review date shall be set in the same manner as if s/he had been promoted.

2. If the maximum base salary rate of the new class is the same as the maximum rate of the class to which the position was previously allocated the employee's salary rate and merit salary review date shall not change.
3. If the employee's base salary rate is greater than the maximum rate of the new class, his/her salary shall be designated a "Y" rate and shall not change during continuous service until the maximum of the salary range to which the class is assigned exceeds the "Y" rate.

#### J. SALARY ON RE-EMPLOYMENT

An employee re-employed after a layoff in a position in the same class s/he occupied when laid off shall receive the same salary step held upon layoff.

#### K. EQUITY SALARY ADJUSTMENTS

If in the opinion of the City Manager, the application of rules governing within-range salary progression or placement of an employee within a salary range will result in an employee receiving an inequitably low rate as compared to other employees the City Manager may raise the affected employee's salary to the step s/he deems equitable. Such action shall not be contrary to the general intent and spirit of these rules.

#### L. ACTING PAY

The City Manager may, at his discretion, grant a temporary salary increase to an employee temporarily assigned to a position in a higher classification in accordance with the following:

1. The Increase shall be 5% above the employee's basic rate of pay, or the first step of the range of the higher classification, whichever is higher.
2. Increases granted shall be effective after the employee has worked in the higher classification for four (4) consecutive weeks. Such four (4) week qualification period shall apply to every acting assignment, provided, however, that acting pay may be approved beginning the first day of an acting assignment. Such approval is contingent upon there being an anticipated acting assignment in excess of four (4) weeks.
3. During the period of "Acting Pay," the employee must be assigned and perform duties of a higher classification. Acting pay shall not be paid upon the voluntary performance of duties of a higher classification.
4. The employee must be qualified for the higher classification.



5. At the conclusion of an acting assignment, the employee shall revert to his previous salary and classification. Such action shall not be considered disciplinary.

#### M. PAY WHILE ON CALL

“On-call” is that period of time other than regularly scheduled work hours during which an employee may be contacted for a call-out to provide services. On-call employees shall receive straight time pay in accordance with the following:

Hours Paid	On-call Time
1 1/2	Monday, Tuesday, Wednesday, or Thursday if the day is not a City holiday
2	Friday, Saturday, Sunday and any City holiday.

#### N. CALL BACK COMPENSATION

“Call Back” is defined as those occasions when an employee responds to a City request, made after the employee has completed his/her normal shift and left his/her work station, to report to duty during off-duty hours. For purposes of call back, time spent by the employee in traveling to the work site from his/her residence shall be considered hours worked. Only one minimum credit shall be applied within any two (2) hour period. Employee shall be credited with hours actually worked provided that there will be a minimum credit of 2 hours for each call back.

#### O. UNIFORM ALLOWANCE

Effective July 1, 2017 each full-time public works employee required to wear a uniform and safety shoes shall be annually credited with \$600 for the purpose of purchasing uniforms and safety shoes. No portion of an annual credit may be carried over into the following year. The uniform shall consist of orange collared or t-shirt and dark blue or black long or short pants. Shorts shall be worn at times that do not pose a safety concern as determined by the department and shall be similar in style as those depicted in uniform catalogs retained by the department. All uniforms shall be clean and in good conditions, projecting a professional, positive image.

The uniform allowance will be reported to CalPERS in accordance with CalPERS procedures. Pursuant to IRS regulations, the uniform allowance will be reported as a taxable fringe benefit and subject to standard taxation.

The City shall permit employees with additional ability to purchase boot dressings, socks, shoelaces, insoles, boot guards, and undergarments.

Safety shoes must comply with current California Office of Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended.

## P. CERTIFICATE PAY

All positions represented by the Loma Linda Public Works Employees Association who possess one of the following certificates shall be paid \$50.00 for each full month of service in said position and those employees who possess two or more shall be paid \$75.00 for each full month of service in said position; for those assigned to Water Distribution, Water Treatment and Waste Water Collections increase the dollar amount of payment to be \$100 per month for one (1) certificate, \$125 per month for two (2);certificates, or \$150 per month for three (3) or more certificates:

- 1) State of California Department of Health Services Water Treatment or Water Distribution Certification
- 2) California Water Environment Association Certification
- 3) Backflow Prevention Certification
- 4) Pesticide Certification
- 5) Crane Certification
- 6) DL170 Trainer Certification
- 7) Class B Driver License

If an employee possesses a certificate that is not on this list, he or she may submit a request in writing to the Public Works Director for consideration of whether the unlisted certification is eligible for certification pay. The Director's determination shall be final and not subject to the grievance process.

## Q. COMPENSATORY TIME

Employees shall be permitted to select time-and-one-half pay or time-and-one-half compensatory time for overtime hours worked. The maximum accumulation of compensatory time shall be forty (40) hours. Selection of pay or compensatory time shall be made during the pay period in which the overtime hours are worked unless a different arrangement is agreed to by the employee and his/her supervisor. Compensatory time shall be taken as time off unless otherwise approved by the City Manager. Upon termination, the employee will be paid at his/her base hourly rate for unused compensatory time.

## R. OVERTIME

1. Employees having a normal workweek:

Hours worked in excess of the employee's regularly scheduled hours in a workday or hours worked in excess of forty (40) in a workweek shall be overtime.

2. Overtime shall be credited in fifteen (15) minute increments with no credit given for time worked, which is less than fifteen (15) minutes.

3. Overtime worked by employees in full time positions shall be paid or converted to compensatory time at a premium rate, i.e.; time and one-half the employee's regular rate of pay.
4. For purposes of overtime computations authorized paid leave, sick leave, compensatory time, and holiday time taken shall be counted as hours worked.
5. Overtime must be authorized in advance by a department head, his/her designee, or the City Manager.
6. Mandatory/required training every attempt shall be made to schedule such training during regular work hours to minimize the payment of overtime. When such arrangements cannot be made, the department head, designee or City Manager shall determine the feasibility of overtime or change the employee's day off to accommodate the training. All changes are restricted to the same workweek in which the training occurs and will be the day before or the day after non-work days. Example: employee is normally off on Friday, Saturday and Sunday. Training falls on Friday, employee is given Monday of the same workweek off in lieu of Friday; any other day off in lieu must be agreed upon by the employee. Employee may discuss any issues not agreed upon between the employee and immediate Supervisor with Department Head.

#### S. SALARY/BENEFITS ADJUSTMENTS

If the City grants cost of living adjustments other represented employees in excess of those granted employees in the General Group or modifies the Insurance/Deferred Compensation Plan, the Association has the right to reopen the meet and confer process. Should this right be exercised, discussions will be confined to the items referenced in this section.

#### ARTICLE 9. PROBATION

New, reinstated, and promoted employees who are not at will serve a probationary period of one year. Newly hired and reinstated employees serve an "original probationary period" while promoted employees serve a "promotional probationary period." A leave of absence, other than vacation and temporary military leave, shall cause a probationary period to be extended by the length of such leave. Prior to expiration of an employee's probationary period, the appointing authority shall recommend to the Personnel Officer that one of the following actions be taken:

- a. Grant employee regular status.
- b. Extend the probationary period for a period not to exceed six (6) months.
- c. Deny the employee regular status.

A. OBJECTIVE OF PROBATIONARY PERIOD

The probationary period is part of the examination process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new or promoted employee to his/her position. During the probationary period, the employee will receive periodic performance reviews as dictated by policies or rules.

B. DENIAL OF REGULAR STATUS

During an original probationary period, the employee may be terminated without cause and shall not be entitled to the right of appeal or pre-termination due process. If an employee serving a promotional probationary period is denied regular status because of a failure to perform satisfactorily in the position s/he shall be reinstated to a position in the class from which s/he was promoted. The denial of regular status in the promotional class shall not be considered a disciplinary action.

ARTICLE 10. LEAVES

A. PAID LEAVE

Paid Leave is time off with pay for vacation, personal business, short-term illness or disability due to non-work related injuries, pregnancy or other reasons requiring the employee's absence from work. Paid leave is posted monthly and is available for use after ninety (90) days of full-time employment.

1. Accrual

a. Full-time employees shall accrue paid leave in accordance with the following:

Years of Continuous Service	Hours Accrued per Month of Continuous Service	Maximum Hours Permitted In Employee's Account
1 Month – 5 Years	10.67	208
6 – 10	14	288
11	14.66	304
12	15.33	320
13	16	336
14	16.66	352
15+	17.33	368

b. When the credited hours reach the "Maximum Hours Permitted In Employee's Account," accrual stops until the credited amount is below the maximum.

2. Paid Leave Usage

- a. Employees may not take paid leave during their first 90 days of service.
- b. Paid leave shall be taken at a time determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service.
- c. Unless otherwise approved by the employee's supervisor, an employee shall submit a request to take paid leave, for other than their personal illness or injury or illness or injury to the employee's child, to their supervisor at least seven (7) calendar days prior to the intended start of the leave.
- d. With the exception of employees serving an original probationary period an employee must take a minimum of one forty (40) hour increment of paid leave per anniversary period.
- e. An employee's paid leave account will not be affected by municipal holidays that occur while the employee is absent on paid leave.

3. Pay for Unused Paid Leave. Upon termination an employee will be paid at his/her base hourly rate for all unused hours in his/her paid leave bank. Such payment shall not be construed as extending the employee's period of employment.

4. Credit for Prior Service. If a person was employed with another government agency immediately prior to his/her appointment to a City position, full or partial credit may be allowed by the City Manager for that service time in establishing the employee's accrual rate.

5. Annual Conversion. Once each fiscal year, an employee may elect to convert up to 40 hours of paid leave into a cash payment at the employee's then-current rate of base pay as long as the employee maintains a minimum of 160 hours of annual paid leave after the conversion.

B. SICK LEAVE

(a) Accrual

(1) Full time non-shift employees shall accrue sick leave as follows:

Hours Accrued per Month of Continuous Service	Maximum Hours Permitted in Employee's Account
4	344

(b) Sick leave Usage

Sick leave may be used for an absence in excess of two (2) hours due to the employee's illness, injury, or pregnancy; or the illness or injury of the employee's child. Upon medial verification after the third consecutive day or shift of absence the first two (2) days or shifts may be paid from the sick leave bank.

(c) Pay for Unused Sick Leave

- (1) Annually, an employee who has in excess of 344 hours of unused sick leave may be paid at his/her base hourly rate for a maximum of 48 hours of unused sick leave in excess of the 344 hours.
- (2) Upon termination, an employee working a normal workweek will be paid at his/her base hourly rate for one-third (1/3) of unused sick leave up to 344 hours. Additionally, if the unused leave exceeds 344 hours he/she shall be paid for no more than 48 hours of any excess over 344 hours. A payment for unused sick leave shall not be construed as extending the employee's period of employment.

(d) Sick Leave Transfer

Sick Leave Transfers shall be allowed upon City Manager or his/her designee approval to donate paid leave on a dollar for dollar basis to employees who have been forced to be absent from work due to a qualifying medical condition under FMLA beyond the coverage of their accumulated sick days.

C. PAID HOLIDAYS

1. The following days shall be recognized as holidays, and regular full-time employees

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

2. OBSERVANCE OF HOLIDAYS. When a holiday falls on a Sunday the next day shall be observed as the holiday. When a holiday falls on a Friday, Saturday or other scheduled day off, it shall be converted to a floating holiday.
  3. EXCEPTIONS. Christmas Eve and New Year's Eve are paid days off only when they fall on a Monday, Tuesday, Wednesday, or Thursday and do not convert to floaters if they fall on Friday, Saturday or Sunday.
  4. The hour value of a holiday shall be equivalent to the scheduled workday.
  5. All unused floating holidays must be used by the end of the fiscal year or will be forfeited.
  6. FLOATING HOLIDAY PAY ON SEPARATION. No payment shall be granted to an employee for accrued floating holiday at the time of separation.
  7. Floating holidays shall be designated by the employee and requires management approval, in advance, before it is taken.
- D. BEREAVEMENT LEAVE. Bereavement Leave shall be in accordance with City Employment Policy 13.4. This shall include three (3) days per death of immediate family member subject to specifications outlined in the Personnel Rules. Employees may be granted up to an additional three (3) days of leave to be taken from the employee's sick leave bank, with prior approval of the City Manager.
- The City will extend bereavement leave for aunts and uncles, but such leave shall be limited to one (1) day.
- E. VOLUNTARY LEAVE PROGRAM. Employees may be granted a maximum of eighty (80) hours of time off without pay provided seniority and the accrual of fringe benefits shall not be affected. Leave under this program shall be subject to existing rules and administrative regulations governing leaves without pay and the submittal and approval of leave requests.
- F. JURY DUTY. All positions represented by the Association required to report for jury duty shall be compensated for the time off work. Employees shall not be required to report to work the morning of jury duty and shall report to work after release from jury duty service if there is one or more hours left in their regularly scheduled workday.
- G. REST PERIOD. All positions represented by the Association shall be granted a 7-hour rest period after working in excess of sixteen (16) consecutive hours. If this rest period falls within the employee's regularly scheduled work period, the employee shall be paid for that time at the regular rate of pay.

H. WITNESS APPEARANCE. Absence from work due to an employee being called as a witness in a public office malfeasance suit related to the City will be considered an excused absence with pay.

I. VOTING.

1. If an employee is scheduled to be at work during polling hours and they do not have sufficient time outside of working hours to vote at a statewide election, California law allows such employee to take up to two hours off to vote, without losing any pay.
2. Employees may take as much time as they need to vote, but only two hours of that time will be paid.
3. Employees time off for voting can be only at the beginning or end of your regular work shift, whichever allows the most free time for voting and the least time off from your regular working shift, unless you make another arrangement with your employer.
4. Employees must notify their supervisor at least two working days prior to the election if they are requesting time off to vote.
5. This provision may be changed if any changes are made to California Elections Code Section 14001.

J. Blood Donation and Inoculation Leave.

1. With the prior approval of the appointing authority and upon submitting proof of donation, regular or promotional probationary employees donating blood without receiving compensation for such donation may be granted four (4) hours off with pay for each donation. With prior approval, regular or promotional probationary employees may be granted two (2) hours off with pay for annual inoculations.
2. Accumulation. Blood donation and inoculation leave hours shall cumulatively be capped at 40 hours.
3. Blood Donation and Inoculation Pay on Separation. No payment shall be granted to an employee for accrued blood donation or inoculation leaves at the time of separation.



## ARTICLE 11. DISABILITY INSURANCE

The Disability Insurance Program shall provide for disability payments after thirty (30) days from the onset of the disability or upon exhaustion of all accrued sick leave, whichever is longer.

## ARTICLE 12. INSURANCE/DEFERRED COMPENSATION

- A. CAFETERIA PLAN CONTRIBUTION. The City shall contribute \$1,700.00 monthly for group medical, dental, vision insurance and deferred compensation program. Any additional contribution necessary to maintain group medical, dental, and vision insurance or deferred compensation shall be borne solely by the employee.

The City will increase its contribution to the cafeteria spending in accordance with the percentage increase in cafeteria costs. A weighted average of costs throughout the City is approximately 2.3%. (See below.) The City will increase its contribution to the cafeteria plan by 2.5% effective July 4, 2021 and will subsequently increase the benefit in relation to direct cost increase of the weighted average % (sum of City employees per plan times percent increase divided by the sum of City employees) rounded up to the nearest one tenth of a percent (0.01%) each January 1 for the remaining term of the MOU.

- B. RETIREE MEDICAL CONTRIBUTION. Pursuant to the Public Employees' Medical and Hospital Care Act Program, the City will contribute the statutory minimum towards the payment of medical insurance premiums for members who retire from the City of Loma Linda. The amount is adjusted annually by the CalPERS board to reflect any change in the medical care component of the Consumer Price Index.

### C. MEDICAL INSURANCE

1. EXCESS MEDICAL. An employee who selects a health insurance plan which costs less than the City's maximum monthly contribution may have the difference placed in his/her deferred compensation account, purchase products available through the City's Cafeteria plan, or receive a cash out. For example, if an employee with two or more dependents is entitled to a maximum monthly contribution of \$1,700.00. If he/she has a health insurance plan which costs \$1,073.49 per month, the employee is entitled to \$626.51 per month in excess medical.
2. WAIVER OF MEDICAL INSURANCE. An employee may elect to not be covered by a City group medical insurance plan if he/she provides proof of coverage from another group medical insurance source. The City may require proof of coverage at any time.

An eligible employee may elect to have the City's monthly contribution applied to his/her deferred compensation account, the purchase of products offered through the Cafeteria Plan, and/or receive a cash payout.

#### ARTICLE 13. RETIREMENT PLAN

A. RETIREMENT PLAN. The City shall maintain its contract for a pension plan with the California Public Employees Retirement System (CalPERS), as originally adopted on December 28, 1970, and amended thereafter.

B. "CLASSIC" MEMBER CONTRACT OPTIONS.

1. A classic member is defined as an employee who meets the definition of a "classic" member for purposes of retirement pension benefits in accordance with the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.
2. Classic CalPERS members shall be eligible for the 2.0% @ 55 Full and Modified Formula for Local Miscellaneous Members including integration with Social Security.
3. Member shall pay the full "employee contribution" toward CalPERS, via payroll deduction on a pre-tax basis.

C. NEW MEMBER CONTRACT OPTIONS.

1. A new member is defined as an employee who meets the definition of a "new" member for purposes of retirement pension benefits pursuant to the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.
2. New members shall be eligible for the 2% @ 62 Formula for Local Miscellaneous Members including integration with Social Security.
3. Employees hired on or after January 1, 2013, shall pay 50% member contribution of the normal cost rate for the benefit formula 2.0% at age 62 via payroll deduction on a pre-tax basis (Government Code Section 7522.30). This amount will be adjusted periodically by CalPERS.

#### ARTICLE 14. EMPLOYEE ASSISTANCE PROGRAM

The City will establish an Employee Assistance Program to provide assistance to employees for personal and family crises and substance abuse problems, in addition to preventative seminars and educational programs.

#### ARTICLE 15. TUITION REIMBURSEMENT

The Tuition Reimbursement Program shall be \$5,000.00 per fiscal year per employee.

#### ARTICLE 16. MAINTENANCE OF BENEFITS

During the term of this Memorandum of Understanding, all wages, hours, supplemental benefits and other terms and conditions of employment included within the scope of representation and not modified herein shall continue in full force and effect.

#### ARTICLE 17. MEDICAL EMERGENCY LEAVE PROGRAM

Provisions of the City's Personnel Rules and Regulations relating to medical emergency leave shall be reviewed and revised as necessary to ensure that they comply with existing relevant law.

#### ARTICLE 18. EMPLOYMENT LIST

In the event the appointing authority and/or Personnel Officer chose to extend the list as provided in the Personnel Rules and Regulations Article 7, Employment Lists, Section 7.2 (a) Duration of Lists, each employee on the list will be personally notified. If the appointing authority and/or Personnel Director chose to further approve the same list for an additional six months, the City will personally notify each employee on the list of such extension. All such notifications shall be in writing, with a copy to be sent to the Association.

#### ARTICLE 19. OFF-DUTY EMPLOYMENT POLICY

No officer or employee of the City will engage in any employment, activity, or enterprise for compensation of any kind or character which is inconsistent, incompatible, or in conflict with his duties as an officer or employee of the City.

To establish a uniform procedure regarding employment outside of an employee's City position, the City will establish an Off-Duty Employment Policy.

#### ARTICLE 20. MODIFIED DUTY PROGRAM FOR WORK RELATED INJURIES

To provide a policy statement and establish procedures for a uniform response and handling of a department, division and/or Citywide modified duty/return to work program, the City will establish Modified Duty Program for Work Related Injuries.

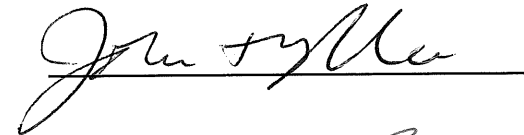
**SIGNATURES**

LOMA LINDA PUBLIC WORKS  
EMPLOYEES ASSOCIATION


CITY OF LOMA LINDA

BY 

BY 

BY 

DATED 06-29-2021

BY 

BY 

DATED 07-12-2021

**APPENDIX "A" - TABLE OF POSITIONS CLASSIFICATIONS**

CITY OF LOMA LINDA  
CITY EMPLOYEES ASSOCIATES (CEA)

Customer Service/Meter Technician  
Facility Maintenance Coordinator  
Field Maintenance Technician I  
Field Maintenance Technician II  
Field Maintenance Technician III  
Lead Mechanic/Fleet Services Coordinator  
Treatment Plant Operator I  
Treatment Plant Operator II  
Treatment Plant Operator III  
Utility Maintenance Aide  
Utility Maintenance Technician I  
Utility Maintenance Technician II  
Utility Maintenance Technician III

**APPENDIX "B" - COMPENSATION PLAN**

LOMA LINDA PUBLIC WORKS EMPLOYEES ASSOCIATION  
JULY 1, 2021

<u>Position Title</u>	<u>Pay Grade</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Customer Service/Meter Tech	18	\$50,008.0300	\$67,055.4300
Facility Maintenance Coordinator	19	\$54,008.6700	\$72,419.8700
Field Maintenance Tech I	15	\$39,697.9820	\$53,230.7600
Field Maintenance Tech II	18	\$50,008.0300	\$67,055.4300
Field Maintenance Tech III	19	\$54,008.6700	\$72,419.8700
Lead Mechanic/Fleet Services Coordinator	19	\$54,008.6700	\$72,419.8700
Treatment Plant Operator I	17	\$46,303.7300	\$62,088.3700
Treatment Plant Operator II	19	\$54,008.6700	\$72,419.8700
Treatment Plant Operator III	20	\$58,329.3600	\$78,213.4700
Utilities Aide	15	\$39,697.9820	\$53,230.7600
Utilities Maintenance Tech I	16	\$42,873.8200	\$57,489.2300
Utilities Maintenance Tech II	19	\$54,008.6700	\$72,419.8700
Utilities Maintenance Tech III	20	\$58,329.3600	\$78,213.4700
Utilities Plant Maintenance Mechanic	20	\$58,329.3600	\$78,213.4700

COMPENSATION PLAN  
LOMA LINDA PUBLIC WORKS EMPLOYEES ASSOCIATION  
JULY 1, 2022

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Customer Service/Meter Tech	18	\$52,008.3400	\$69,737.6400
Facility Maintenance Coordinator	19	\$56,169.0100	\$75,316.6500
Field Maintenance Tech I	15	\$41,285.9013	\$55,359.9900
Field Maintenance Tech II	18	\$52,008.3400	\$69,737.6400
Field Maintenance Tech III	19	\$56,169.0100	\$75,316.6500
Lead Mechanic/Fleet Services Coordinator	19	\$56,169.0100	\$75,316.6500
Treatment Plant Operator I	17	\$48,155.8700	\$64,571.8700
Treatment Plant Operator II	19	\$56,169.0100	\$75,316.6500
Treatment Plant Operator III	20	\$60,662.5300	\$81,341.9700
Utilities Aide	15	\$41,285.9013	\$55,359.9900
Utilities Maintenance Tech I	16	\$44,588.7700	\$59,788.7900
Utilities Maintenance Tech II	19	\$56,169.0100	\$75,316.6500
Utilities Maintenance Tech III	20	\$60,662.5300	\$81,341.9700
Utilities Plant Maintenance Mechanic	20	\$60,662.5300	\$81,341.9700

COMPENSATION PLAN  
LOMA LINDA PUBLIC WORKS EMPLOYEES ASSOCIATION  
JULY 1, 2023

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Customer Service/Meter Tech	18	\$53,828.6400	\$72,178.4500
Facility Maintenance Coordinator	19	\$58,134.9300	\$77,952.7400
Field Maintenance Tech I	15	\$42,730.9078	\$57,297.5800
Field Maintenance Tech II	18	\$53,828.6400	\$72,178.4500
Field Maintenance Tech III	19	\$58,134.9300	\$77,952.7400
Lead Mechanic/Fleet Services Coordinator	19	\$58,134.9300	\$77,952.7400
Treatment Plant Operator I	17	\$49,841.3300	\$66,831.9100
Treatment Plant Operator II	19	\$58,134.9300	\$77,952.7400
Treatment Plant Operator III	20	\$62,785.7200	\$84,188.9600
Utilities Aide	15	\$42,730.9078	\$57,297.5800
Utilities Maintenance Tech I	16	\$46,149.3800	\$61,881.3800
Utilities Maintenance Tech II	19	\$58,134.9300	\$77,952.7400
Utilities Maintenance Tech III	20	\$62,785.7200	\$84,188.9600
Utilities Plant Maintenance Mechanic	20	\$62,785.7200	\$84,188.9600