

**RESOLUTION NO. 2019-4720**

**RESOLUTION OF THE COUNCIL OF THE CITY OF KING RATIFYING A  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KING AND  
KING CITY CONFIDENTIAL EMPLOYEES ASSOCIATION (KCCEA)**

**WHEREAS**, the City of King and King City Confidential Employees Association (KCCEA) pursuant to Section 3505 of the Meyers-Milias-Brown Act (MMBA) have met and conferred in good faith on issues regarding wages, hours and other terms and conditions of employment; and

**WHEREAS**, the City and KCCEA have successfully negotiated acceptable terms and conditions for employment, including but not limited to wages, hours and working conditions.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of King, as follows:

Section 1. That the Memorandum of Understanding, attached hereto as Exhibit A to this Resolution, is hereby adopted.

Section 2. That the City and KCCEA mutually agree to the terms and conditions contained herein.

Section 3. That this MOU shall supercede all other MOU's executed between the City of King and KCCEA.

This resolution was passed and adopted this **25<sup>th</sup>** day of **June, 2019** by the following vote:

**AYES**, Council Members: LeBarre, Acosta, Cullen, DeLeon, Victoria

**NAYS**, Council Members:

**ABSENT**, Council Members:

**ABSTAIN**, Council Members:

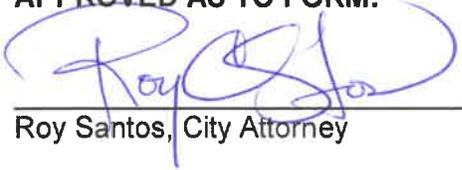
**APPROVED:**

  
Mike LeBarre, Mayor

**ATTEST:**

  
Steven Adams, City Clerk

**APPROVED AS TO FORM:**

  
Roy Santos, City Attorney

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF KING CITY**

**AND**

**THE KING CITY CONFIDENTIAL EMPLOYEES**

**ASSOCIATION (KCCEA)**

**FOR THE PERIOD**

**JULY 1, 2019 THROUGH JUNE 30, 2022**

## TABLE OF CONTENTS

### ARTICLE I RECOGNITION

SECTION 1 - ADMINISTRATION.....	1
---------------------------------	---

### ARTICLE II COMPENSATION

SECTION 1 - SALARY .....	1
SECTION 2 - SALARY ADVANCEMENT .....	1
SECTION 3 - ACTING DUTY PAY .....	2
SECTION 4 - ALLOWANCE FOR MILEAGE.....	3
SECTION 5 - COURT SERVICE/JURYDUTY COMPENSATION .....	3
SECTION 6 - OVERTIME POLICY .....	3
SECTION 7 - WORKDAY .....	3
SECTION 8 - OVERTIME COMPENSATION .....	4
SECTION 9 - HOLIDAY COMPENSATION.....	4
SECTION 10 - ADMINISTRATIVE LEAVE.....	4
SECTION 11 - BILINGUAL PAY .....	4

### ARTICLE III BENEFITS

SECTION 1 - HEALTH INSURANCE BENEFITS .....	4
SECTION 2 - LIFE INSURANCE PREMIUM .....	5
SECTION 3 - PUBLIC EMPLOYEE'S RETIREMENT SYSTEM (P.E.R.S).....	5
SECTION 4 - DEFERRED COMPENSATION PROGRAMS .....	6
SECTION 5 - STATE DISABILITY INSURANCE .....	6
SECTION 6 - EMPLOYEE'S ASSISTANCE PROGRAM (EAP) .....	6
SECTION 7 - UNIFORMS.....	6

### ARTICLE IV LEAVES

SECTION 1 - ANNUAL LEAVE.....	7
SECTION 2 - SICK LEAVE USAGE.....	9
SECTION 3 - COMPENSATORY LEAVE .....	10
SECTION 4 - HOLIDAY LEAVE.....	10
SECTION 5 - BEREAVEMENT LEAVE.....;	11
SECTION 6 - WORKER COMPENSATION LEAVE .....	11
SECTION 7 - LONG TERM DISABILITY LEAVE .....	11
SECTION 8 - MILITARY LEAVE.....	12
SECTION 9 - LEAVE OF ABSENCE WITHOUT PAY/FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT .....	12
SECTION 10 - TIME OFF FOR VOTING .....	13
SECTION 11- LUNCH PERIOD .....	13

### ARTICLE V LAYOFF

SECTION 1 - PREREQUISITE FOR LAYOFF.....	14
SECTION 2 - ORDER OF LAYOFF .....	14
SECTION 3 - VOLUNTARY DEMOTION .....	14
SECTION 4 - RECALL.....	15

<b>ARTICLE VI NON-DISCRIMINATION .....</b>	<b>15</b>
<b>ARTICLE VII HEALTH AND SAFETY</b>	
<b>SECTION 1 – SAFETY RESPONSIBILITIES .....</b>	<b>15</b>
<b>ARTICLE VIII DISCIPLINE AND DISCHARGE</b>	
<b>SECTION 1 – JUST CAUSE .....</b>	<b>16</b>
<b>SECTION 2 - REPRESENTATION .....</b>	<b>16</b>
<b>ARTICLE IX GRIEVANCE PROCEDURE</b>	
<b>SECTION 1 – GRIEVANCE DEFINED .....</b>	<b>16</b>
<b>SECTION 2 – INFORMAL DISCUSSION OF GRIEVANCE.....</b>	<b>17</b>
<b>SECTION 3 – FORMAL GRIEVANCE PROCEDURE.....</b>	<b>17</b>
<b>SECTION 4 – NON-DEPARTMENTAL GRIEVANCES.....</b>	<b>18</b>
<b>SECTION 5 – REPRISALS.....</b>	<b>19</b>
<b>ARTICLE X APPEAL PROCEDURES</b>	
<b>SECTION 1 – REQUEST FOR DISCIPLINARY HEARING.....</b>	<b>19</b>
<b>SECTION 2 – SCHEDULING OF DISCIPLINARY HEARING.....</b>	<b>19</b>
<b>SECTION 3 – HEARING OFFICER .....</b>	<b>19</b>
<b>SECTION 4 – REPRESENTATION AT DISCIPLINARY HEARING .....</b>	<b>20</b>
<b>SECTION 5 – BURDEN OF PROOF AND EVIDINCE .....</b>	<b>20</b>
<b>SECTION 6 – CONDUCT OF DISCIPLINARY HEARING .....</b>	<b>20</b>
<b>SECTION 7 – HEARING OFFICER’S DECISION.....</b>	<b>20</b>
<b>ARTICLE XI CITY RIGHTS</b>	
<b>SECTION 1 – EXCLUSIVE MANAGEMENT RIGHTS     AND AUTHORITY .....</b>	<b>21</b>
<b>ARTICLE XII MODIFICATION AND DURATION</b>	
<b>SECTION 1 – SEVERABILITY .....</b>	<b>22</b>
<b>SECTION 2 – DURATION.....</b>	<b>22</b>
<b>ARTICLE XIII INNOVATION IN DELIVERING SERVICES TO SMALL RURAL COMMUNITIES .....</b>	<b>22</b>
<b>ARTICLE XIV DEFINITION OF TERMS</b>	
<b>SECTION 1 – ACTING DUTY .....</b>	<b>23</b>
<b>SECTION 2 – ASSOCIATION .....</b>	<b>23</b>
<b>SECTION 3 – CITY .....</b>	<b>23</b>
<b>SECTION 4 - CLASSIFICATION.....</b>	<b>23</b>
<b>SECTION 5 – DAY .....</b>	<b>23</b>
<b>SECTION 6 – DEPARTMENT HEAD.....</b>	<b>23</b>
<b>SECTION 7 – EMPLOYEE .....</b>	<b>23</b>
<b>SECTION 8 – FULL-TIME.....</b>	<b>23</b>
<b>SECTION 9 – IMMEDIATE FAMILY .....</b>	<b>23</b>
<b>SECTION 10 – LEAVE.....</b>	<b>24</b>

SECTION 11 – MANAGEMENT .....24  
SECTION 12 – POSITION .....24  
SECTION 13 – PREVAILING RATE .....24  
SECTION 14 – SENIORITY .....24

**SIGNATURES.....24**

**APPENDIX A .....25**  
**APPENDIX B-1 .....26**  
**APPENDIX B-2 .....27**  
**APPENDIX B-3 .....28**

**ARTICLE I**  
**RECOGNITION**

**SECTION 1 - ADMINISTRATION**

- 1.1 The City of King City (hereinafter the “City”) recognizes the King City Confidential Employees Association (hereinafter “KCCEA” or the “Association”) in all matters concerning wages, hours and working conditions.
- 1.2 This Memorandum of Understanding (MOU) is all encompassing and supersedes all previous Memorandum of Understanding entered into between the City and KCCEA.
- 1.3 It is agreed that this Memorandum of Understanding (MOU) was negotiated pursuant to Chapter 10 (Section 3500 et.) of Division 4, Title 1 of the Government Code, and pursuant to Resolution No. 05-4119 Employer – Employee Relations Resolution of the City of King City.
- 1.4 The KCCEA recognizes the City Manager and/or designee as the exclusive representative of the City for purposes of executing this MOU.
- 1.5 The City and KCCEA agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied to aid employees subject to this memorandum of Understanding.

**ARTICLE II**  
**COMPENSATION**

**SECTION 1 - SALARY**

- 1.1 Effective July 6, 2019, employees shall receive a three percent (3%) base salary increase.
- 1.2 Effective July 4, 2020, employees shall receive a three percent (3%) base salary increase.
- 1.3 Effective July 3, 2021, employees shall receive a three percent (3%) base salary increase.

**SECTION 2 - SALARY ADVANCEMENT**

- 2.1 Salary advancement shall mean a pay rate increase given to an employee, contingent upon an overall rating of “Meets Job Requirements” or better on a performance evaluation, within the pay range established for the employee's classification.
- 2.2 An employee's step increase shall be effective on the employee’s merit date. If a department has not submitted a signed performance evaluation within 30 days of the employee’s merit date, a step increase shall be automatically processed by the City’s payroll officer.
- 2.3 The City shall retain the flexibility to hire employees with exceptional skills, experience or qualifications at a pay rate above Step A.

- 2.4 The City's full time pay range consists of six (6) merit steps, A through F. Each step shall require at least twelve months performance at the designated step before eligibility for a merit increase to the next step.
- 2.5 The City Manager may accelerate merit step advances for employees based upon exceptional performance, as recommended and documented by the employee's supervisor.

### **SECTION 3 - ACTING DUTY PAY**

- 3.1 The City Manager may appoint an employee to acting duty status to perform the duties of a higher classification that is a vacant or newly created classification.
- 3.2 An employee may serve in acting duty status only until such time as the City Manager makes a regular appointment to the classification or until such time as the incumbent employee returns to work.
- 3.3 An acting duty appointment may be effective for a period of thirty (30) days. The City Manager may extend an acting duty appointment at his/her sole discretion.
- 3.4 An employee appointed to acting duty status shall be paid at a pay rate not less than the minimum pay rate in the pay range for the acting duty classification, but such acting duty pay rate shall be at least five percent (5%) more than the employee's prevailing pay rate immediately prior to acquiring acting duty status.
- 3.5 An employee shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 3.6 While serving in acting duty status, the employee shall continue to be eligible to receive any pay adjustments or advancements granted to the employee's permanent classification.
- 3.7 An employee appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the duration of the assignment is at least a scheduled work shift.
- 3.8 An employee has the right to refuse any acting duty assignment without justification, upon submittal of such in writing to the City Manager.
- 3.9 An employee appointed to acting duty status can discontinue the acting duty assignment by notifying his/her immediate supervisor in writing one (1) week in advance of the employee's intention to return to regular status.
- 3.10 An employee may be removed from acting duty status after serving in the acting assignment for one (1) work week, at any time, at the discretion of the City Manager.

#### **SECTION 4 - ALLOWANCE FOR MILEAGE**

- 4.1 The City shall reimburse employees for use of their personal automobile for official City business at the prevailing IRS rate.
- 4.2 Employees may use personal vehicles for official City business only with the expressed approval of a supervisor and only when proof of a valid California driver's license and required insurance are on file with the City's payroll officer.

#### **SECTION 5 - COURT SERVICE/JURY DUTY COMPENSATION**

- 5.1 Employees summoned to court to (a) perform jury service, or (b) to provide testimony when called on behalf of the City, or (c) as directed by the department director, City Manager or City Attorney shall be paid their prevailing pay rate for such court service.
- 5.2 Pay for jury duty shall be limited to twenty (20) working days in any one calendar year; any extensions of such service must be approved by the City Manager, whose approval shall not be unreasonably withheld.
- 5.3 Compensation for service under Section 5.2 received by the employee shall be remitted to the City.

#### **SECTION 6 - OVERTIME POLICY**

- 6.1 Employees subject to the wage and hour provisions of the United States Fair Labor Standards Act are eligible to receive overtime in either paid or compensatory form, calculated at the rate of one and one-half (1½) times their prevailing pay rate.
- 6.2 No employee shall work overtime unless authorized in advance to do so by the department head, City Manager or designee.
- 6.3 Employees exempt from the wage and hour provisions of the United States Fair Labor Standards Act shall not be entitled to overtime, in either paid or compensatory form, as contained in this Section.

#### **SECTION 7 - WORKDAY**

- 7.1 For purposes of determining overtime, a workday shall be defined as the twenty-four (24) hour period consisting of the eight (8) hours prior to the start of the work shift and sixteen (16) hours after the start of the work shift.
- 7.2 Overtime shall not be paid for hours worked during the scheduled work shift.
- 7.3 The City Manager shall reserve the right to establish the standard work week to facilitate City operations.
- 7.4 Regardless of work schedule, the standard work week shall be 40 hours.

## **SECTION 8 - OVERTIME COMPENSATION**

- 8.1 Employees subject to the wage and hour provisions of the United States Fair Labor Standards Act shall receive overtime pay at one and one-half (1½) times their regular rate of pay, or compensatory leave time, credited at one and one-half (1½) hours, for the hours worked in excess of forty (40) hours in a workweek.
- 8.2 For purposes of determining an employee's eligibility for overtime compensation, only actual hours worked shall be considered toward overtime calculation.

## **SECTION 9 - HOLIDAY COMPENSATION**

- 9.1 Full time employees shall be allowed time off with pay at the employee's straight time hourly rate for any holiday provided in this MOU, unless required to report to work by the department head in order to maintain City services.
- 9.2 Employees subject to the wage and hour provisions of the United States Fair Labor Standards Act required to work on a holiday shall receive either paid time, calculated at one and one-half (1½) times their prevailing pay rate, or compensatory leave time, credited at one and one-half (1½) hours, for each hour worked on the holiday.

## **SECTION 10 - ADMINISTRATIVE LEAVE**

- 10.1 Employees exempt from the wage and hour provisions of the United States Fair Labor Standards Act shall receive 80 hours of administrative leave each calendar year.

## **SECTION 11 - BILINGUAL PAY**

- 12.1 The City shall provide bilingual incentive pay, in the amount of \$150 per month, to those employees who pass a bilingual proficiency test.
- 12.2 Proficiency tests shall be given annually, at City expense, to those employees requesting proficiency certification for use with public interaction as part of their regular duties.

## **ARTICLE III BENEFITS**

### **SECTION 1- HEALTH INSURANCE BENEFITS**

- 1.1 The City will maintain health insurance for employees and their eligible dependents that provides at least the same level of benefits as provided as of 7/1/2019.
- 1.2 An employee shall contribute one hundred dollars (\$100.00) per month towards his or her employee only health insurance premium and a flat fee of \$37.50 per month for dependent coverage.
- 1.3 Spouse, domestic partner and dependent coverage shall continue to be available as provided through the City's Plan. An employee's spouse, domestic partner and/or dependent

children under age twenty-six (26) who have never been married, as well as children over age twenty-six (26) who have never been married and are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26), are eligible to be enrolled.

- 1.4 City shall pay increased health, vision and dental premiums that may occur until June 2021.
- 1.5 The City and the Association agree to meet and discuss the options available under the Affordable Care Act. Neither party shall refuse to meet and discuss the options, but neither is bound to a course of action under these discussions.
- 1.6 Given the uncertainty and changing dynamics of health care plans, costs and coverage, and the uncertainty of the City's financial capability to address such changes, the parties agree to re-open discussions on any aspect of health care coverage during the life of the MOU at the request of the other party.

## **SECTION 2 - LIFE INSURANCE PREMIUM**

- 2.1 The City agrees to provide each full-time employee with term life insurance coverage in the amount of two (2) times annual base salary up to a maximum of one hundred and twenty thousand dollars (\$125,000) subject to the eligibility requirements of the insurance carrier.

## **SECTION 3 -PUBLIC EMPLOYEE'S RETIREMENT SYSTEM (P.E.R.S.)**

- 3.1 The City shall enroll all classic miscellaneous employees in the CalPERS retirement plan providing for benefits of 2% at 55. The City shall enroll all classic safety employees in the CalPERS retirement plan providing for benefits of 2% at 50. The plans shall include the following specified public agency contract provisions:
  - a. lump sum death benefit of \$500;
  - b. final compensation calculated at average of last consecutive, 36 months of salary; and
  - c. retirement COLA maximum of 2%.
- 3.2 The City shall enroll all miscellaneous employees hired on or after January 1, 2013 in the CalPERS retirement plan providing benefits of 2% at 62. The City shall enroll all safety employees hired on or after January 1, 2013 in the CalPERS retirement plan providing benefits of 2.7% at 57 pursuant to PEPRA.
- 3.3 The employee shall pay 100% of the employee's share of the retirement plan to CalPERS.

#### **SECTION 4 - DEFERRED COMPENSATION PROGRAMS**

- 4.1 The City shall offer deferred compensation programs to KCCEA employees as a voluntary employee election.
- 4.2 The City shall match employee contributions to a deferred compensation plan up to an additional 2% of salary for all employees represented by this MOU.

#### **SECTION 5 - STATE DISABILITY INSURANCE**

- 5.1 The City shall enroll all KCCEA employees in the State Disability Program.
- 5.2 The City shall pay 100% of the employee's share of State Disability Insurance.

#### **SECTION 6 - EMPLOYEES' ASSISTANCE PROGRAM (EAP)**

- 6.1 The City shall offer Employees' Assistance Program in categories to include marriage, family/relationship problems, alcohol/drug abuse, legal matters, financial and credit problems, child care consultation and elder care.
- 6.2 Services shall be provided as defined in the EAP pamphlet on file with the City's Personnel Officer.

#### **SECTION 7 - UNIFORMS**

- 7.1 Two uniforms shall be issued when hired to each employee covered by this agreement who is required to be a sworn officer.
- 7.2 Regular, sworn full-time police personnel required to maintain a uniform and equipment in the performance of their duties shall receive an annual allowance of seven hundred dollars (\$700.00) to be paid in 24 equal installments during the calendar year.
- 7.3 Allowances may be used to acquire and maintain the specific departmental uniform in a neat and proper manner, including any and all officer equipment, uniform supplies or weapons.
- 7.4 Upon requested justification by the employee, the City shall supply a new uniform no more than twice each calendar year. This determination shall be made by the Police Chief and approved by the City Manager.
- 7.5 Newly appointed, sworn personnel shall be issued a service pistol, holster and set of hand cuffs, per City standard issue, at City expense.
- 7.6 All safety equipment required by law and furnished by the City shall be maintained by the City and shall remain the property of the City.
- 7.7 The City shall annually provide the following uniforms for Public Works employees required to wear a uniform:

Five (5) Shirts

Five (5) Pair of Pants

One (1) Sweatshirt; and

One (1) All Weather Jacket

- 7.8 Employees shall not be permitted to wear work uniforms while not on duty.
- 7.9 Public Works employees are required to wear safety shoes at all times during the course of a workday. The City will provide each affected employee with two pairs of safety shoes or boots each calendar year, the cost of each pair not to exceed \$150.
- 7.8 City will report to CalPERS the monetary value for providing, maintaining, and replacing uniforms to all employees covered under this Agreement who are required to wear uniforms provided by the City. The City will report the total bi-weekly amount for the initial cost, and/or maintenance, and/or replacement of uniforms, for each employee. The bi-weekly amounts reported to CalPERS will derive from the City's invoices of total cost per employee for the maintenance of uniforms. The bi-weekly amounts reported to CalPERS will also include the total cost for initially providing uniforms and/or the replacement of uniforms when applicable, and the amounts for the initial cost, and/or replacement. The invoices provided to the City, by its uniform vendor, will include the unit price, which will determine the total cost, per employee. The City will report to CalPERS no more than \$800 per year, per employee, for providing the initial cost, replacement, and maintenance of required uniforms in the manner as described in this paragraph for all employees that receive a uniform.

## **ARTICLE IV** **LEAVES**

### **SECTION 1 - ANNUAL LEAVE**

- 1.1 The City shall provide employees with annual leave as defined herein.
- 1.2 Annual leave shall be defined as the periods of approved absence with pay from regularly scheduled work.
- 1.3 Unless the employee's use of annual leave interferes with departmental operations, the department head shall permit employees to use annual leave at the employee's discretion.
- 1.4 Employees shall be credited with annual leave at the following rates: except where otherwise negotiated as part of an employment offer.

a. Vacation

- (1) For employees with less than five (5) years' service, 80 hours per year accumulated to a maximum of 240 hours.
- (2) For employees with five (5) or more years' service, 120 hours per year accumulated to a maximum of 360 hours.
- (3) For employees with ten (10) or more years' of service, 144 hours per year accumulated to a maximum of 420 hours.
- (4) For employees with fifteen (15) or more years' of service, 168 hours per year accumulated to a maximum of 500 hours.
- (5) For employees with twenty-five (25) or more years' of service, 200 hours per year accumulated to a maximum of 600 hours.
- (6) Employees shall not take vacation until employed by the City for six (6) months unless pre-approved by the City Manager at the time of hire.
- (7) Requests for vacation leave must be pre-approved by the employee's supervisor and department head.
- (8) Vacation accrued in excess of the maximum hours per service years must be used within 90 days of such accrual or forfeited. Exceptions to this rule must be approved, in writing, by the City Manager.
- (9) An employee may, at any time, cash out vacation leave up to a maximum of 20 hours each calendar year. To be eligible the employee must have at least eighty (80) hours of accrued vacation after cashing out the leave.

b. Sick Leave

- (1) All full time employees shall receive 96 sick leave hours per year, accrued at 3.69 hours per payroll period.

c. Floating Holidays

- (1) Employees shall be credited with three (3) floating holidays (24 hours) on January 1 of each calendar year.
- (2) Floating holidays not taken within the calendar year, January 1 through December 31, shall be forfeited.

1.5 Employees shall not accrue vacation or sick leave during any unpaid leave of absence.

1.6 Employees shall not use less than one (1) hour of leave at any one time.

- 1.7 Upon termination of employment the employee shall be compensated 100% for any unused vacation leave. The value of this unused vacation leave shall be calculated at the employee's existing pay rate on the date of the employee's separation from City service.
- 1.8 Upon termination of employment, an employee whose hire date as a full-time permanent employee is prior to January 1, 2021, shall be compensated for 50% of any unused sick leave. The value of this unused sick leave shall be calculated at the employee's existing pay rate on the date of the employee's separation from City service.
- 1.9 Upon termination of employment, an employee whose hire date as a full-time permanent employee is after January 1, 2021, shall receive payment of unused sick leave in direct proportion to the increments and percentages provided in the following formula based upon active service:
  - a. After five (5) years of continuous service and separation in good standing, ten percent (10%) of accumulated sick leave.
  - b. After ten (10) years of continuous and separation in good standing, twenty percent (20%) of accumulated sick leave.
  - c. After fifteen (15) years of continuous service and separation in good standing, thirty percent (30%) of accumulated sick leave.
  - d. After twenty (20) years of continuous service and separation in good standing, forty percent (40%) of accumulated sick leave.

## **SECTION 2 - SICK LEAVE USAGE**

- 2.1 Employees may not use sick leave at their discretion. Sick leave may be used only in cases of actual personal sickness, quarantine, sickness in the immediate family where the employee must provide care to the immediate family member. Sick leave may also be used for medical, dental and optical appointments.
- 2.2 When an employee uses sick leave, the City Manager may require the employee to present, upon return to work, a personal certification and/or doctor's verification indicating that the employee is capable to return to work. In administering this, the City shall, at all times, to the maximum extent possible, respect the privacy of the employee.
- 2.3 When an employee uses sick leave in excess of three (3) consecutive workdays, the employee shall present upon return to work a medical certification signed by a physician or licensed medical practitioner verifying the employee's illness.
- 2.4 When an employee wishes to use accrued sick leave, the employee shall notify the supervisor before, or within one (1) hour after the time set for beginning the work period, of the intended absence due to sickness, unless the employee is incapacitated and physically unable to provide the required notification.
- 2.5 An employee on sick leave shall regularly inform his/her supervisor of their status of ability to return to work.

### **SECTION 3 - COMPENSATORY LEAVE**

- 3.1 Reasonable requests for use of compensatory leave shall not be denied.
- 3.2 Employees shall not use less than one (1) hour of compensatory leave at any one time.
- 3.3 Employees may use compensatory leave in conjunction with any other authorized paid leave with approval of the department head.
- 3.4 The City shall not require an employee to use compensatory time within the same pay period in which it was earned.
- 3.5 An employee may carry to the next calendar year a maximum of eighty (80) hours of compensatory leave. Exceptions to this policy may be approved by the City Manager, upon recommendation of the department head.
- 3.6 When an employee separates from City service for any reason, the employee shall be compensated for any accrued compensatory leave at the employee's rate of pay at the date of separation.

### **SECTION 4 - HOLIDAY LEAVE**

- 4.1 The City shall provide employees holiday pay as stated herein.
- 4.2 The following days shall be approved City holidays:
  - January 1 (New Year's Day)
  - The third Monday in January (Dr. Martin Luther King, Jr.)
  - The third Monday in February (President's Day)
  - The last Monday in May (Memorial Day)
  - July 4 (Independence Day)
  - The first Monday in September (Labor Day)
  - November 11 (Veteran's Day)
  - Thanksgiving Day
  - Day after Thanksgiving
  - December 24 (Christmas Eve)
  - December 25 (Christmas)
  - One day between Christmas and New Year's Day
- 4.3 Under a 4/10 work schedule, when any day, granted as holiday, falls on a Friday, the preceding Thursday shall be considered the holiday; if the holiday falls on a Saturday or Sunday, the following Monday shall be considered the holiday.
- 4.4 Under a 9/80 work schedule, when any day, granted as holiday, falls on the Friday the employee would not be scheduled to work, the preceding Thursday shall be considered the holiday; if the holiday falls on a Saturday or Sunday, the following Monday shall be considered the holiday.

- 4.5 In order to be paid for a holiday, the employee must work the scheduled work period immediately before and after the holiday, unless the employee is absent from the scheduled work period immediately before and after as a result of authorized paid leave.
- 4.6 City operations shall be closed between Christmas day and New Year's Day. Employees will utilize vacation leave, compensatory time, and/or floating holidays for any days that are normally working days during that period. Employees on a 9/80 work week that are not normally scheduled to work on a Friday that falls on a holiday during a calendar year shall instead receive that holiday on one of the days between Christmas day and New Year's Day.

#### **SECTION 5 - BEREAVEMENT LEAVE**

- 5.1 Employees shall be entitled to a maximum of five (5) days bereavement leave per incident.
- 5.2 Eligibility for bereavement leave shall apply to the death of a member in the immediate family, as defined in Article XIII.

#### **SECTION 6 – WORKER COMPENSATION LEAVE**

- 6.1 The City shall provide employees with work related disability leave as defined herein.
- 6.2 Except as otherwise provided, employees substantially disabled by bodily injury or sickness in the scope of employment shall be paid the additional amount necessary to make their after tax pay equal to the after tax pay they would receive were they not disabled to a maximum of seventeen (17) weeks from the date of disability, or until the City's workers compensation administrator terminates temporary disability either by means of a lump sum settlement or a disability retirement, whichever occurs first.
- 6.3 Employees, who are still substantially disabled after seventeen (17) weeks, may apply for long term disability.
- 6.4 The City shall make all reasonable efforts to provide employees with restricted duty assignments, when the employee is still substantially disabled, after seventeen (17) weeks from the date of disability.
- 6.5 During the time the employee is substantially disabled, the employee shall continue to accrue annual leave, sick leave, and seniority for purposes of pay adjustments or advancements.

#### **SECTION 7 - LONG TERM DISABILITY LEAVE**

- 7.1 The City shall provide employees with long term disability insurance.
- 7.2 Employees substantially disabled by bodily injury or sickness outside the course and scope of employment and employees still substantially disabled after seventeen (17) weeks of work disability leave are eligible for long term disability leave.

- 7.3 An employee shall be eligible to receive a monthly disability income ninety (90) days after the occurrence of the disability. Disability income payments shall be based on the employee's actual salary, reduced by any deductible benefits, as described in the City's long term disability insurance plan.
- 7.4 Employees may use accumulated leave before electing to receive long term disability insurance benefits.
- 7.5 Pregnant employees shall be eligible for long term disability leave subject to the same terms and conditions as any other employee substantially disabled by bodily injury or sickness outside the course and scope of employment.
- 7.6 It shall be the employee's responsibility to report to work promptly at the end of long term disability leave. Employees shall receive clearance to return to work from the Personnel Officer.
- 7.7 When an employee enters vocational rehabilitation for an occupation not with the City of King City, the City may pay the employee the state required workers compensation temporary disability payments rather than the two thirds (2/3) long term disability payments. The City shall not implement this condition if the employee is receiving medical treatment to improve his/her condition; if the employee has a reasonable chance for continued employment with the City; or, if the employee is within ten (10) years of full service retirement.

**SECTION 8 – MILITARY LEAVE**

- 8.1 The City shall grant military leave to employees as provided in the California Military and Veterans Code Sections 389 through 395.4.
- 8.2 Employees on ordered military leave shall receive monthly salary and benefits based upon the following schedule:
  - a. 3 months of continued salary and benefits for 1-5 years of service.
  - b. 6 months of continued salary and benefits for 6-15 years of service.
  - c. 12 months of continued salary and benefits for 16 or more years of service.

**SECTION 9 – LEAVE OF ABSENCE WITHOUT PAY/FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT**

- 9.1 The City has the authority to grant or deny an employee's request for leave of absence from work without pay, except that the City shall not unreasonably deny a request for unpaid leave due to the medical disability of the employee or a member of his/her immediate family.
- 9.2 An employee on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over 60 days.

- 9.3 After the expiration of the unpaid leave, the employee shall be assigned to his/her former classification unless the position has ceased to exist.
- 9.4 Probationary employees are not eligible for unpaid leaves of absence, except as required by law.
- 9.5 Employees requesting family medical leave shall state in writing the reasons for the request, and shall provide at least 30 calendar day's advanced notice of the need for the leave, if the need for the leave is foreseeable. If such advance notice is not practicable, the employee shall provide as much advance notice as possible. In all cases, the City Manager shall retain exclusive authority for approving such leave and its duration. This employee shall have no appeal rights with respect to this decision.
- 9.6 The City shall comply with the California Pregnancy Disability Leave, the Family Medical Leave Act of 1993 and the California Family Rights Act of 1993 in all respects. Such leaves shall be implemented pursuant to Sections 10.10 and 10.11 of the City's Personnel Rules and Regulations.

**SECTION 10 - TIME OFF FOR VOTING**

- 10.1 The City shall provide employees with time off for voting.
- 10.2 When an employee claims not to have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, with the approval of supervisor, use working hours which, when added to the voting hours available outside of working hours, shall enable the employee to vote.
- 10.3 The supervisor may not authorize an employee to use more than two (2) hours away from work with pay for voting.
- 10.4 The authorized time for voting shall be at the beginning or end of work period only, whichever allows the employee the most time for voting and the least time away from work.
- 10.5 If the employee knows or has reason to believe that time off for voting shall be necessary on election day, the employee must notify his/her supervisor of that fact at least two (2) days in advance.

**SECTION 11 – LUNCH PERIOD**

- 11.1 An uninterrupted lunch period of thirty (30) minutes or one (1) hour shall be afforded to each employee, based upon the employee's approved work shift.
- 11.2 The lunch period may not be combined with the rest periods to compensate for a late arrival or early departure from work, unless pre-approved by the employee's immediate supervisor.

**ARTICLE V**  
**LAYOFF**

**SECTION 1 – PREREQUISITE FOR LAYOFF**

- 1.1 When, as a result of a reduction in workforce (RIF), it becomes necessary to initiate a layoff of employees affected by this MOU, the following shall be the prerequisite to such a layoff.
- 1.2 Management shall meet and confer with the representative of KCCEA on alternative courses of action to avoid such layoff.
- 1.3 All non-classified part-time, temporary, seasonal and/or recurrent and probationary employees working in the class shall have been released from the class first.
- 1.4 Employees in the class have been given the opportunity to seek lateral transfer to existing vacant positions. Such transfer requests shall not be denied except for just cause. The employee shall be required to meet the minimum standards of the class.
- 1.5 Notice of actual layoff shall be given no less than forty-five (45) calendar days before the date of implementation.
- 1.6 Notice of layoff shall include: classification where layoff is to occur; seniority list by total continuous City seniority of employees in the affected class; list of current vacancies in all classes represented by this MOU.
- 1.7 Separate notice shall be provided to any employee in the class who has two (2) or more below standard evaluations within the preceding three (3) years.

**SECTION 2 – ORDER OF LAYOFF**

- 2.1 Employees who have two (2) or more below standard annual evaluations within the preceding three (3) years shall be laid off first.
- 2.2 Next layoff shall occur on the basis of City-wide seniority, the least senior employee based on total continuous employment shall be laid off first; any subsequent layoff shall proceed to the next, least senior employee.
- 2.3 Where the total and continuous employment of two (2) employees is of the same length, the seniority shall be decided by drawing lots.

**SECTION 3 – VOLUNTARY DEMOTION**

- 3.1 An employee affected by a Reduction In Force (RIF) may choose voluntary demotion to avoid layoff.
- 3.2 Such voluntary demotion may be to a lower or equal class of previous standing, or to a lower or equal class in the same occupational grouping.

- 3.3 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.
- 3.4 In no event can an employee displace someone with more seniority except as permitted by Section 2.1 of this Article.

#### **SECTION 4 – RECALL**

- 4.1 Employees who laterally transfer, take a voluntary demotion or are affected by a Reduction In Force pursuant to the provisions of this Article, shall have their names placed on a recall list for the classification of original standing.
- 4.2 Such a list shall be in inverse order of layoff, lateral transfer or demotion.
- 4.3 The recall list shall be maintained by the City Manager and shall be used when any vacancy for that class is to be filled.
- 4.4 The list shall be maintained until all names have been offered an opportunity for recall of at the end of three (3) years, whichever occurs first.
- 4.5 The appointing authority shall offer appointment to the first name on said list. If the individual accepts, he/she shall be appointed within sixty (60) days.
- 4.6 The employee recalled shall be required to take a medical examination to ensure that the employee is capable of performing the duties of the class.
- 4.7 The employee recalled shall be required to meet the minimum standards of the class.

### **ARTICLE VI NON-DISCRIMINATION**

The City shall not discriminate in the treatment of an employee on the basis of race, color, religion, gender, ancestry, political party or activity, national origin, sexual orientation, age, marital status, medical condition (cancer related), pregnancy, or pregnancy related conditions, physical or mental disability, Association activity or Association membership.

### **ARTICLE VII HEALTH AND SAFETY**

#### **SECTION 1 – SAFETY RESPONSIBILITIES**

- 1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.
- 1.2 Employees shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by law, occupational safety or health standard, City safety order, or safety rules and regulations.

- 1.3 Employees shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.
- 1.4 The City shall not require nor permit any employee to enter any employment or job site which is not reasonably safe and healthful.
- 1.5 The City shall not discipline any employee for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated, or if such violation would create a real hazard to the individual employee.

**ARTICLE VIII**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1 - JUST CAUSE**

- 1.1 Except with respect to those employees in management positions, as set forth in the previously adopted personnel rules, a KCCEA employee may be suspended without pay, demoted or discharged for just cause.
- 1.2 Discipline may be achieved through a permanent or temporary decrease in a step without any loss of work by the employee.
- 1.3 A step decrease shall not affect the employee's merit date.
- 1.4 Except for those employees in management positions, employees, other than probationary, shall have the right of appeal pursuant to Article X of this MOU.

**SECTION 2 - REPRESENTATION**

- 2.1 Employees may be represented by a KCCEA representative, legal counsel or a representative of their choice at pre-disciplinary conferences and/or post-disciplinary appeal hearings. Nothing in this section is intended to grant any pre-termination protections or other property rights to employees who are deemed "at will" employees under the City's Personnel Rules or under applicable law.
- 2.2 Notwithstanding references in this Article, the Public Safety Officers Procedural Bill of Rights (California Government Code Sections 3300-3311) shall apply to any/all Public Safety employees represented by this MOU.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

**SECTION 1 - GRIEVANCE DEFINED**

- 1.1 Grievance shall be defined as a complaint by an employee that there has been a violation of this Memorandum of Understanding.

- 1.2 The employee, or employees bringing such a claim, shall state in writing, the manner in which the violation affects their wages, hours, working conditions, or job security as specified in this MOU.

## **SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE**

- 2.1 An employee filing such a grievance, and/or the employee's designated representative, shall first informally discuss the matter with the employee's immediate supervisor within ten (10) working days from the incident or decision generating the grievance.
- 2.2 If, after discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee and/or employee's representative shall have the right to discuss the complaint with the supervisor's immediate superior.
- 2.3 If, after such a discussion the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal, written grievance pursuant to Article 3 of this Article.

## **SECTION 3 - FORMAL GRIEVANCE PROCEDURE**

- 3.1 A formal grievance process shall be used to resolve an employee's complaint not satisfactorily resolved through Section 2 of this Article.
- 3.2 An employee shall have the right to present a formal grievance, in writing, within five (5) working days after an unsuccessful resolution of the informal grievance with the immediate supervisor. Should the immediate supervisor be the City Manager, the grievance shall commence in accordance with Section 3.6 of this article.
- 3.3 All formal grievances shall state in writing the violation of this MOU and the manner in which it affects the employee's wages, hours, working conditions or job security.
- 3.4 The formal grievance shall be presented to the employee's immediate supervisor, who shall discuss the grievance with the employee and/or the employee's designated representative, within five (5) working days after receipt of the formal grievance.
- 3.5 Within ten (10) working days of this discussion, the immediate supervisor shall render a written decision regarding its merits.
- 3.6 If the supervisor's decision does not satisfactorily resolve the complaint, the employee and/or employee's designated representative may present the formal grievance to the City's designated Employee Relations Officer within ten (10) working days of receipt of the supervisor's decision.
- 3.7 The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article if the employee does not seek further review of the grievance within ten (10) working days after the receipt of the decision of the supervisor.

- 3.8 Failure of the supervisor to render a written decision on the grievance within ten (10) working days constitutes a decision denying the grievance.
- 3.9 When the employee presents a formal grievance to the designated Employee Relations Officer, the Employee Relations Officer shall discuss the grievance with the employee and/or the employee's designated representative.
- 3.10 Within ten (10) working days after receipt of the formal grievance, the Employee Relations Officer shall render a written decision regarding its merits.
- 3.11 If the decision of the Employee Relations Officer does not resolve the complaint, the employee and/or the employee's designated representative may present the formal grievance to the City Manager within ten (10) working days of receipt of the Employee Relations Officer's decision.
- 3.12 The grievance shall be considered resolved, and no further review of the subject matter of the grievance shall be permitted under this Article when the employee does not seek further review of the grievance within ten (10) working days after receipt of the decision of the Employee Relations Officer.
- 3.13 When the employee presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the employee and/or the employee's designated representative.
- 3.14 Within ten (10) working days after receipt of the grievance, the City Manager shall render a written decision regarding its merits.
- 3.15 The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative procedures.
- 3.16 Should the City Manager fail to render a written decision within ten (10) working days, the employee may consider the administrative procedures completed and file for redress of the grievance.

#### **SECTION 4 – NON-DEPARTMENTAL GRIEVANCES**

- 4.1 Grievances resulting from decisions or actions outside the departmental chain-of-command shall be initiated first at the department from which a complaint generates, and shall follow the procedures as detailed in Sections 2 and 3 of this Article.
- 4.2 When the grievance involves an action or decision of the Employee Relations Officer, the grievance shall be first informally discussed with the Employee Relations Officer.
- 4.3 If the informal discussion does not satisfactorily resolve the grievance, the formal grievance procedure detailed in Section 3 shall be initiated.

## **SECTION 5 - REPRISALS**

- 5.1 The City shall not institute any reprisals against any employee or designated representative resulting from the use of the grievance procedure.
- 5.2 The City Manager may designate a third party to serve as the final reviewer for employee grievances.

## **ARTICLE X APPEAL PROCEDURES**

### **SECTION 1 - REQUEST FOR DISCIPLINARY APPEAL HEARING**

- 1.1 Except for employees in management positions, a non-probationary employee, who believes he or she has been suspended, demoted or terminated without alleged just cause, shall have the right to appeal the imposition of that disciplinary action.
- 1.2 When an employee or the employee's representative or legal counsel requests a disciplinary appeal hearing, the request shall be in writing, signed by the employee, and provided to the Employee Relations Officer within ten (10) working days after notice of final disciplinary action has been served upon the employee. Any such request shall be addressed to the Employee Relations Officer and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee
- 1.3 All disciplinary appeal hearings shall be conducted in private unless requested to be open to the public by the employee.
- 1.4 If the employee fails to request a disciplinary appeal hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary actions.

### **SECTION 2 - SCHEDULING OF DISCIPLINARY APPEAL HEARING**

- 2.1 The City shall schedule any disciplinary appeal hearing within a reasonable time after receipt of the employee's request by the Employee Relations Officer, considering the availability of a hearing officer, the convenience of the employee and the witnesses, if any.

### **SECTION 3 - HEARING OFFICER**

- 3.1 The City Manager shall serve as the hearing officer for disciplinary appeal hearings.
- 3.2 The City Manager may authorize a designee to serve as the hearing officer for any disciplinary appeal hearing that does not involve termination.
- 3.3 The hearing officer shall be a neutral third party for appeals involving termination, selected as follows:

- a. The hearing officer shall be selected by mutual agreement. If the parties cannot reach agreement within 7 days, then each party shall submit 5 proposed arbitrators and will then strike 9 of them. The first strike shall be determined by a coin toss.
- b. The cost for the hearing officer shall be at the City's expense.

#### **SECTION 4 - REPRESENTATION AT DISCIPLINARY APPEAL HEARING**

- 4.1 The employee shall appear in person at the disciplinary appeal hearing, and may be represented by legal counsel or a representative of his/her choice.
- 4.2 The employee and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

#### **SECTION 5 – BURDEN OF PROOF AND EVIDENCE**

- 7.1 The City shall have the burden of proof at the disciplinary appeal hearing and shall be required to prove the charges against the employee by a preponderance of the evidence.

#### **SECTION 6 - CONDUCT OF DISCIPLINARY APPEAL HEARING**

- 6.1 The conduct of the disciplinary appeal hearing shall be under the control of the hearing officer with due regard for the rights and privileges of both parties.
- 6.2 During the examination of a witness, the hearing officer may exclude from the hearing any and all witnesses.
- 6.3 The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.
- 6.4 Disciplinary hearings shall be recorded.

#### **SECTION 7 – HEARING OFFICER'S DECISION**

- 7.1 Within thirty (30) calendar days after the disciplinary appeal hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law.
- 7.2 The hearing officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the employee.
- 7.3 The hearing officer's decision constitutes a final and binding resolution of any disciplinary action and no further appeal shall be permitted.

**ARTICLE XI**  
**CITY RIGHTS**

**SECTION 1 – EXCLUSIVE MANAGEMENT RIGHTS AND AUTHORITY**

- 1.1 The City shall retain the exclusive right to manage and direct the performance of City services and the work force performing such services.
- 1.2 The following matters shall be within the exclusive management authority of the City.
- a. Determine issues of public policy;
  - b. Determine and change the facilities, methods, means and personnel by which City operations are to be conducted;
  - c. Expand or diminish City services;
  - d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in providing all City services, including but not limited to the right to contract or outsource any work or operation;
  - e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
  - f. Determine job classifications;
  - g. Appoint, transfer, promote, demote, and lay off employees for lack of work or financial resources;
  - h. Initiate disciplinary action;
  - i. Determine policies, procedures, and standards for selection, training and promotion of employees;
  - j. Establish employee standards including but not limited to quality and quality standards;
  - k. Maintain the efficiency of governmental operations;
  - l. Exercise complete control and discretion over its organization, and the technology of performing its work and services;
  - m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
  - n. Determine any and all necessary actions to carry out its mission in emergencies.

- 1.3 The exclusive decision making authority of the City and its management on matters involving City rights and authority shall not, in any way, directly or indirectly, be subject to the grievance procedure.

**ARTICLE XII**  
**MODIFICATION AND DURATION**

**SECTION 1 - SEVERABILITY**

- 1.1 Notwithstanding any other provisions of this MOU, in the event that any Article, Section or Subsection of this MOU shall be declared invalid by any court or by any State or Federal law or regulation, or should a decision by any court or any State or Federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City shall meet and confer on the affected Article, Section or Subsection.
- 1.2 In such event, all other Articles, Sections or Subsections of this MOU not affected shall continue in full force and effect.

**SECTION 2 - DURATION**

- 2.1 This MOU shall be binding on the City and the KCCEA when approved and adopted by both parties:

**ARTICLE XIII – INNOVATION IN DELIVERING SERVICES TO SMALL RURAL COMMUNITIES**

Recognizing that small cities in our region are still in a slowed economic recovery and that demand for services from the community is increasing, the Association and the City agree to work collaboratively towards identifying innovative opportunities that could potentially pool resources and staffing without compromising the integrity and/or erosion of bargaining unit work and quality public services to our community.

The parties understand and agree that Article XIII is permissive and not binding, and that both parties will in good faith remain agreeable to discuss/meet and confer about the following items:

- Opportunities where we can explore sharing services with a neighboring city and/or county entity, for the purposes of preserving and improving quality public services;
- Identifying innovative ideas for reducing duplicate/redundant services that the Association members can provide within neighboring cities; and
- Creating opportunities for collaboration and dialogue between government agencies in our region, for shared services as a model for 21<sup>st</sup> century public services for small rural cities and counties.

Should an opportunity for shared services be agreed upon, the parties agree to jointly recommend to Council and/or Board of Supervisors the proposal, for the purposes of cost savings and increasing quality public services, without either party waiving its right to meet and confer on any matter that may impact wages, hours and working conditions, as provided under Meyers Miliias Brown Act. The parties further agree that absent mutual consent, proposals of shared services and savings shall not be imposed by the City.

**ARTICLE XIV**  
**DEFINITION OF TERMS**

**ACTING DUTY**

The temporary assignment of an employee to a higher paid classification to perform the major, essential duties of the classification.

**ASSOCIATION**

The King City Confidential Employees Association.

**CITY**

The City of King City.

**CLASSIFICATION**

A position or positions that describe the duties, responsibilities and qualifications for that classification.

**DAY**

A calendar day of 24 hours.

**DEPARTMENT HEAD**

An individual assigned to any of the following classifications: City Manager, Chief of Police or any such management or supervisory position designated as the department head by the City Manager.

**EMPLOYEE**

An individual compensated through the City payroll and appointed to one of the classifications listed in Appendix A.

**FULL-TIME**

The work period of an employee in the classified service in a classification authorized and budgeted by the City Council to work 40 hours in a designated work week.

**IMMEDIATE FAMILY**

Shall include an employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, the employee's spouse's children or any relative, including a foster child, living in the immediate household.

**LEAVE**

An authorized absence from work.

**MANAGEMENT**

An employee assigned to any of the following classifications: City Manager, Chief of Police or any position assigned supervisory or management duties and responsibilities by the City Manager.

**POSITION**

The duties and responsibilities assigned to an employee with a classification.

**PREVAILING RATE**

The basic pay rate within a pay range paid to an employee for the performance of the duties of a classification.

**SENIORITY**

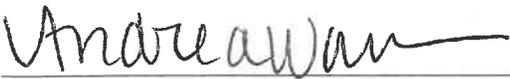
A status acquired by an employee based on the employee's period of continuous service for the City.

For the City

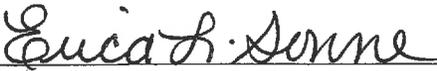
  
\_\_\_\_\_  
Steven Adams, City Manager

6/20/19  
Date

For the Association

  
\_\_\_\_\_  
Andrea Wasson, Recreation Coordinator

6/20/19  
Date

  
\_\_\_\_\_  
Erica Sonne, Executive Assistant

6/20/19  
Date

  
\_\_\_\_\_  
Teresita Garcia, Executive Assistant

6/20/19  
Date

## APPENDIX A

Positions affected by this Memorandum of Understanding shall include:

EXECUTIVE ASSISTANT

POLICE CAPTAIN

RECREATION COORDINATOR

HUMAN RESOURCES MANAGER

PUBLIC WORKS SUPERVISOR

**KCCEA**  
**APPENDIX B-1**  
**SALARY SCHEDULE**  
**EFFECTIVE JULY 6, 2019**

<b>TITLE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Executive Assistant	44,562.68	46,790.81	49,130.35	51,586.87	54,166.22	56,874.53
Police Captain	109,458.30	115,219.65	121,283.40	127,667.40	134,387.40	141,460.20
Recreation Coordinator	61,017.20	64,067.03	67,270.33	70,633.28	74,165.15	77,874.18
Human Resources Manager	73,035.48	76,687.25	80,521.61	84,547.69	88,775.08	93,213.83
Public Works Supervisor	59,031.36	61,982.93	65,082.07	68,336.18	71,752.99	75,340.64

**KCCEA**  
**APPENDIX B-2**  
**SALARY SCHEDULE**  
**EFFECTIVE JULY 4, 2020**

<b>TITLE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Executive Assistant	45,899.56	48,194.54	50,604.27	53,134.48	55,791.20	58,580.76
Police Captain	112,742.05	118,676.24	124,921.90	131,497.42	138,419.02	145,704.01
Recreation Coordinator	62,847.72	65,989.04	69,288.44	72,752.28	76,390.10	80,210.41
Human Resources Manager	75,226.54	78,987.87	82,937.26	87,084.12	91,438.33	96,010.25
Public Works Supervisor	60,802.30	63,842.42	67,034.54	70,386.26	73,905.58	77,600.86

**KCCEA**  
**APPENDIX B-3**  
**SALARY SCHEDULE**  
**EFFECTIVE JULY 3, 2021**

<b>TITLE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>E</b>	<b>F</b>	<b>G</b>
Executive Assistant	47,276.55	49,640.37	52,122.39	54,728.51	57,464.94	60,338.19
Police Captain	116,124.31	122,236.53	128,669.56	135,442.34	142,571.59	150,075.13
Recreation Coordinator	64,733.15	67,968.71	71,367.09	74,934.85	78,681.81	82,616.72
Human Resources Manager	77,483.34	81,357.50	85,425.38	89,696.65	94,181.48	98,890.55
Public Works Supervisor	62,626.37	65,757.69	69,045.57	72,497.85	76,122.74	79,928.88