

**MEMORANDUM OF  
UNDERSTANDING**

between the

**CITY OF CYPRESS**

and the

**CYPRESS EMPLOYEES'  
ASSOCIATION**



**JULY 1, 2007 to JUNE 30, 2010**

**CYPRESS EMPLOYEES' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**EFFECTIVE JULY 1, 2007 THROUGH JUNE 30, 2010**

**TABLE OF CONTENTS**

	<b><u>Page No.</u></b>
<b>ARTICLE I. RECOGNITION</b>	1
<b>ARTICLE II. NONDISCRIMINATION</b>	1
<b>ARTICLE III. COMPENSATION PLAN</b>	2
Section 1. Basic Compensation Plan	2
Section 2. Initial Compensation	2
Section 3. Anniversary Dates	2
Section 4. Advancement Within Salary Range	3
Section 5. Salary Increases Following Promotion	3
Section 6. Salary Decreases Following Demotion	3
Section 7. Salary Following Transfers	3
Section 8. Adjustment of Salary Ranges	3
Section 9. Salary and Benefits on Suspension	4
Section 10. Salary Increases	4
<b>ARTICLE IV. HOURS OF WORK</b>	4
Section 1. Standard Work Week	4
Section 2. 4/10 Work Schedule	4
Section 3. 3/12.5 Work Schedule	4
<b>ARTICLE V. OVERTIME COMPENSATION</b>	4
Section 1. Definition	4
Section 2. Compensation	4
Section 3. Use of Compensatory Time	4

	Section 4. Overtime Reporting	5
	Section 5. Authorization	5
<b>ARTICLE VI.</b>	<b>SPECIAL PAY PROVISIONS</b>	5
	Section 1. Callback	5
	Section 2. Training Time	5
	Section 3. Educational Incentive Pay	5
	Section 4. Shoe Allowance	5
	Section 5. Uniform Allowance	6
<b>ARTICLE VII.</b>	<b>HOLIDAYS</b>	6
	Section 1. Recognized Holidays	6
	Section 2. Employees Required to Work on Holidays	6
	Section 3. Holidays Falling During Approved Leaves	7
<b>ARTICLE VIII.</b>	<b>PROBATIONARY PERIOD</b>	7
	Section 1. Regular Appointments Following Probationary Period	7
	Section 2. Objective of Probationary Period	7
	Section 3. Employee Performance Reports	7
	Section 4. Rejection of a Probationary Employee	7
<b>ARTICLE IX.</b>	<b>REGULAR PART-TIME BENEFITS</b>	8
<b>ARTICLE X.</b>	<b>VACATION</b>	8
	Section 1. Eligibility	8
	Section 2. Vacation Accrual	8
	Section 3. Maximum Accrual	8
	Section 4. Use of Vacation	9
	Section 5. Vacation Payment at Termination	9
	Section 6. Holidays Falling During Vacation Leave	9

	Section 7. Vacation Earned During Leave of Absence	9
	Section 8. Vacation – Miscellaneous	9
<b>ARTICLE XI.</b>	<b>LEAVES OF ABSENCE</b>	9
	Section 1. Authorized Leave of Absence Without Pay	9
	Section 2. Bereavement Leave.	10
	Section 3. Military Leave of Absence	10
	Section 4. Pregnancy Disability Leave of Absence	10
	Section 5. Family Leave	11
	Section 6. Unauthorized Leave of Absence	11
<b>ARTICLE XII.</b>	<b>JURY DUTY</b>	11
	Section 1. Compensation for Jury Duty	11
<b>ARTICLE XIII.</b>	<b>TEMPORARY ASSIGNMENT AND APPOINTMENT</b>	11
<b>ARTICLE XIV.</b>	<b>SICK LEAVE</b>	12
	Section 1. General Sick Leave Provisions	12
	Section 2. Eligibility	12
	Section 3. Accrual	12
	Section 4. Accumulation and Payment Plan	12
	Section 5. Use	14
	Section 6. Sick Leave During Vacation	14
	Section 7. Extended Sick Leave	14
	Section 8. Related Leave Chargeable to Sick Leave	14
	Section 9. On-the-job Injury	15
	Section 10. Off-the-job Injury	15
	Section 11. California Labor Code Section 233	15
<b>ARTICLE XV.</b>	<b>FRINGE BENEFIT ADMINISTRATION</b>	15
	Section 1. Administration	15

	Section 2. Selection and Funding	15
	Section 3. Changes	15
<b>ARTICLE XVI.</b>	<b>HEALTH, LIFE, DENTAL, DISABILITY AND VISION INSURANCE</b>	15
	Section 1. Health Insurance Plan	15
	Section 2. Dental Insurance Plan	17
	Section 3. Vision Plan	18
	Section 4. Life Insurance Plan	18
	Section 5. Disability Insurance Plan	18
<b>ARTICLE XVII.</b>	<b>RETIREMENT</b>	18
<b>ARTICLE XVIII.</b>	<b>EMPLOYEE TRAINING AND EDUCATION PROGRAMS</b>	19
	Section 1. Tuition Reimbursement	19
<b>ARTICLE XIX.</b>	<b>SAFETY AND HEALTH</b>	19
<b>ARTICLE XX.</b>	<b>LAYOFF PROCEDURES</b>	19
	Section 1. Policy	18
	Section 2. Employee Pull Notice Program	18
<b>ARTICLE XXI.</b>	<b>REINSTATEMENT</b>	19
	Section 1. Policy	19
<b>ARTICLE XXII.</b>	<b>TRANSFER, PROMOTION, AND DEMOTION</b>	20
	Section 1. Transfer	20
	Section 2. Promotion	20
	Section 3. Demotion	20
<b>ARTICLE XXIII.</b>	<b>EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES</b>	21
	Section 1. Dues Deductions	21
	Section 2. Indemnification	21
<b>ARTICLE XXIV.</b>	<b>NO STRIKE - NO LOCKOUT</b>	21
	Section 1. Prohibited Conduct	21
	Section 2. Association Responsibility	22

Page No.

<b>ARTICLE XXV.</b>	<b>ENTIRE MEMORANDUM OF UNDERSTANDING</b>	22
<b>ARTICLE XXVI.</b>	<b>WAIVER OF BARGAINING DURING TERM OF AGREEMENT</b>	22
<b>ARTICLE XXVII.</b>	<b>CITY RIGHTS</b>	22
<b>ARTICLE XXVIII.</b>	<b>EMERGENCY WAIVER PROVISION</b>	23
<b>ARTICLE XXIX.</b>	<b>SEPARABILITY</b>	24
<b>ARTICLE XXX.</b>	<b>TERM OF MEMORANDUM OF UNDERSTANDING</b>	24
<b>ARTICLE XXXI.</b>	<b>RATIFICATION AND EXECUTION</b>	24
<b>EXHIBIT A</b>	Salary Schedule	24 A – 23I
<b>EXHIBIT B</b>	Educational Incentive Pay	25
<b>EXHIBIT C</b>	9/80 Plan	25
<b>EXHIBIT D</b>	10 Plan	26
<b>EXHIBIT E</b>	12 Plan NS	29
<b>EXHIBIT I</b>	Modification of Personnel Rules	32

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF CYPRESS AND THE CYPRESS EMPLOYEES' ASSOCIATION**

**ARTICLE I - RECOGNITION**

Section 1. Pursuant to the Provisions of the Employer-Employee Relations Resolution No. 970, as amended, the City of Cypress (hereinafter called the "City" and/or "Employer" interchangeably) has recognized the Cypress Employees' Association as the majority representative of the employees in the bargaining unit, which includes all general miscellaneous classifications.

Section 2. The City shall recognize the Association as the representative of the employees in the classifications and assignments set forth in Section 1. above for the purpose of meeting its obligation under this Agreement, the Meyers-Miliias-Brown Act, Government Code §3500, et. seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

Section 3. Recognizing the above-mentioned body, the City encourages open and good faith negotiations between the City and its employees through their Employees' Association Representatives.

**ARTICLE II - NONDISCRIMINATION**

Section 1. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, disability, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement in compliance with state or federal anti-discrimination laws.

Section 2. Americans With Disabilities Act of 1990 (ADA). To comply with federal law, the language below shall apply:

A. The ADA requires reasonable accommodations for individuals protected under the ADA, and because reasonable accommodations must be determined on an individual, case-by-case basis, exceptions to the provisions of this Agreement may be required for the City to avoid discrimination in the hiring, promotion, granting of permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. The City has the legal obligation to meet with the individual employee or applicant to be accommodated before any adjustment is made in working conditions. The Association will not be notified of these proposed accommodations prior to implementation by the City, unless the employee desires such notice.

C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or be used as evidence of a past practice in the grievance, discipline, or other legal procedure.

D. The City's ADA Committee shall review all ADA related issues and the City's ADA Technical Advisory Committee will review the City's self-evaluation and disputed reasonable accommodation issues. An individual employee shall submit any ADA related concern to the appropriate ADA Committee.

Section 3. Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to include the feminine gender.

### **ARTICLE III - COMPENSATION PLAN**

#### **Section 1.** Basic Compensation Plan.

A. All employees covered by this Agreement shall be included under the Basic Compensation Plan. Every position under this Plan shall be assigned a range established by the City Council by resolution. All pay changes shall be at the beginning of the closest start of the pay period, unless there is a special justification as approved by the Personnel Officer. The salary schedule shall consist of five (5) steps within each range.

B. The first step, A step, is the minimum rate and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the normal entering salary step upon the recommendation of the department head and the approval of the City Manager or his designee when it is decided that such action is in the best interest of the City.

C. The second step, B step, is a merit adjustment which may be given at the end of six (6) months of employment, subject to the recommendation of the department head and approval of the City Manager or his designee.

D. The third (C step), fourth (D step), and fifth (E step) steps are merit adjustments to encourage an employee to improve his work and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of one (1) year of service at the preceding step. Each adjustment shall be made only if recommended by the department head and approved by the City Manager or his designee.

E. All rates shown are in full payment for services rendered and covers full payment for the number of hours now being regularly performed in each class.

F. The comprehensive wage and salary plan, as outlined herein, is based on a forty (40) hour work week for all employees covered by this Agreement.

Section 2. Initial Compensation. All new employees appointed to a position in the competitive service shall be paid a salary or wage within the established range for the position's class. The initial employment shall generally be at the minimum rate for the class. However, the appointing power may, with approval of the City Manager or his designee, when circumstances warrant it, appoint at other than the minimum step.

#### **Section 3.** Anniversary Dates Shall be Established as Follows:

A. Employees appointed, promoted or reinstated on or between the first and the fifteenth day of the month inclusive shall, for the purpose of eligibility for consideration of future compensation increases, have the first day of that same month as their anniversary date.

B. Employees appointed, promoted or reinstated on or between the sixteenth and the last day of the month inclusive shall, for the purpose of eligibility for consideration of future compensation increases, have the first day of the month immediately following, as their anniversary date.

C. Anniversary dates shall change upon promotion or reclassification. Anniversary dates shall not change following demotions or transfers.

Section 4. Advancement Within Salary Range.

A. In order to properly compensate an employee, advancement in salary shall be based on merit.

B. Advancements in salary shall not be automatic, but shall depend upon increased service value of the employee to the City.

C. The department head and/or the employee's immediate supervisor shall be responsible to evaluate employees fairly in an unbiased fashion for the determination of job performance. Advancement shall be made only upon recommendation of the department head with approval of the City Manager or his designee.

D. Employees beginning at A step must be reviewed for performance advancement prior to the completion of six (6) months of service from the date of appointment. Thereafter, an employee must be reviewed at least once every twelve (12) months from the effective date of his last performance step increase, special performance advancement or promotion. Nothing contained herein shall restrict the department head from denying the increase after evaluation, nor shall it prevent him from recommending a special performance advancement in salary at any time when unusual or outstanding achievement has been demonstrated.

E. It shall be the responsibility of each supervisor to establish realistic achievement levels for each step increase within a salary range. Achievement levels may be formal or informal and shall be reviewed by the department head for the purpose of maintaining uniformity of standards throughout the department.

Section 5. Salary Increases Following Promotion. When an employee in the City is promoted to a position with a higher salary range, such employee shall automatically be entitled to the lowest step in the higher salary range that would represent a salary increase of approximately 5% over the base salary received immediately prior to the promotion (e.g. approx. 5% is 4.5% or higher).

Section 6. Salary Decreases Following Demotion. In the case of a demotion of an employee in the department to a class with a lower maximum salary, such employee shall be assigned to the appropriate salary step in the new class as recommended by the department head and approved by the City Manager or his designee. The employee shall retain his previous anniversary date.

Section 7. Salary Following Transfers. In the case of the transfer of any employee from one position to another in the same class to which the same salary range is applicable, the employee shall remain at the same step and shall retain his same anniversary date.

Section 8. Adjustment of Salary Ranges. When a salary range for a given class is revised upward or downward, the encumbrance of positions and classes affected shall have their existing salary adjusted to the same relative step in the new salary range and their anniversary date shall not be changed.

Section 9. Salary and Benefits on Suspension. During suspension from City service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except he shall not forfeit his medical health plan, dental insurance plan, vision insurance plan, retirement plan, disability insurance or life insurance plans. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income and benefits during the period of suspension.

Section 10. Salary Increases. Attached hereto and incorporated herein is Exhibit "A" which lists the salary ranges of positions in the bargaining unit, effective at the beginning of the pay period for each increase based on the classification, with increases of approximately 4.25% effective June 29, 2007, 4% effective June 28, 2008 and 4% effective June 26, 2009 at 12:00 P.M. (the first day of the first pay period of this agreement).

#### **ARTICLE IV - HOURS OF WORK**

Section 1. Standard Work Week. The standard workweek shall be forty (40) hours. However, all employees of the department shall be subject to be called for service at any time to meet any and all emergencies or unusual conditions which, in the opinion of the department head or designee, may require such service from any of said employees. [See 9-80 PLAN on Exhibit "C"]

Section 2. 4/10 Work Schedule. Employee works four (4) ten (10) hour shifts in a seven (7) day work period. Classifications subject to this work schedule include: Police Clerk I, Police Clerk II, Police Services Officer, and Police Support Services Supervisor. [See 10 Plan on Exhibit "D"]

Section 3. 3/12.5 Work Schedule. For those employees in the classification of Police Services Officer assigned to patrol/jail duties, employee works three (3) twelve and one-half (12.5) hour shifts with four (4) consecutive days off in each seven (7) day work cycle of a twenty-eight (28) day work period, except that the employee must work one additional ten (10) hour shift during the work period. The twelve and one-half (12.5) hour shift shall include the employee's lunch/meal period. Police Management may assign a maximum of six (6) employees in the classification of Police Services Officer to patrol/jail duties. [See 12 Plan NS on Exhibit "E"]

#### **ARTICLE V - OVERTIME COMPENSATION**

Section 1. Definition. Overtime work for regular full-time, regular part-time, and probationary employees shall be defined as any hours worked beyond 40 hours of actual work in a work week and leave time will be counted toward that calculation, with the exception of sick leave (using the FLSA calculations only). Employees in the classification of Police Services Officer assigned to patrol/jail duties under the 3/12.5 Work Schedule shall earn overtime after the first 160 hours of time worked in a 28-day cycle, as allowed under the FLSA 7(k) exemption.

Section 2. Compensation. Authorized overtime shall be compensated for at the rate of one and one-half (1-1/2) times the straight time hourly equivalent of the monthly salary or by allowing compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. All paid leaves will be counted as time worked, with the exception of sick leave.

Section 3. Use of Compensatory Time. Employees shall be permitted to accumulate a maximum of one hundred twenty (120) hours of compensatory time. All accumulated compensatory time shall be paid by the City to the employee in December of each year unless the employee requests that up to a maximum of Eighty (80) hours of accumulated compensatory time be carried

over to the following payroll year. Should an employee desire to take compensatory time off, he shall file a written request with the department head who shall grant time off unless it interferes with the normal operation of the department. The granting of compensatory time off shall be at the sole discretion of the department head or his/her designee.

Section 4. Overtime Reporting. In order for an employee to earn compensation for overtime, he must receive supervisor or department head approval. Overtime worked to meet an emergency situation does not require advance approval, but shall be certified by the department head before being credited to the employee's record.

Section 5. Authorization. It is the policy of the City to avoid the necessity for overtime work. However, when overtime work is necessary and consistent with the efficient operation of the City, such overtime shall be authorized, but shall be kept at a minimum.

## **ARTICLE VI - SPECIAL PAY PROVISIONS**

Section 1. Callback. Employees shall be paid for time worked when called back or out to duty for other than a normal shift or work day assignment and departing from the work premises as follows: Employees called back or out to work as defined above shall be paid one and one-half (1-1/2) times the employee's straight time hourly rate for each hour worked on callback. Callback time shall commence from the time the employee reports to the department offices.

Section 2. Training Time. When an employee is sent to a training program at the request of the City, the employee shall receive eight (8) hours of pay for each full day of training and such eight (8) hours of pay shall be credited towards the computation of overtime. The department shall also pay such reasonable expenses as may be incurred by the employee in traveling to and from the training course as well as for meals and lodging. The department head may request receipts for meals and lodging, as well as transportation, and for the purchase of any materials required by the training course. Reimbursement for lodging shall apply to training courses which require overnight lodging.

Section 3. Educational Incentive Pay. All employees listed on Exhibit "B" who are being compensated for educational incentive pay as of December 23, 1996, shall continue to receive such compensation as set forth on Exhibit "B". Said employees shall not be eligible to receive additional educational incentive pay. All employees listed on Exhibit "F" who were being compensated for educational incentive as of February, 2004, will continue to receive the dollar amount equal to the amount received in February, 2004 and listed on Exhibit "F", until employment terminates. No other employees shall be eligible to receive educational incentive pay.

Section 4. Shoe Allowance. City and Association acknowledge and agree the City will provide a shoe allowance to employees in the following classifications: Administrative Services Technician, Public Works Construction Inspector, Building Inspector, Code Enforcement Officer, and Engineering Aide, for protective footwear. The shoe allowance is in the amount of \$100.00 per MOU contract year. Protective footwear, under this provision, worn by the above classifications shall provide protection against exposure to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, crushing or penetrating actions. Safety shoes or boots worn as protective footwear shall meet the standards established by Cal-OSHA.

Section 5. Uniform Allowance. Designated police department employees who are required to wear a uniform shall receive a biannual uniform allowance in accordance with the following:

Police Clerk I	\$247.50
Police Clerk II	\$247.50
Police Services Officer	\$247.50
Police Support Services Supervisor	\$247.50

## **ARTICLE VII - HOLIDAYS**

### Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees. Said employees shall receive these holidays off with pay: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day.

B. Beginning the first pay period of the payroll year current employees shall be credited with two (2) floating holidays (16 working hours). Employees hired after the beginning of the payroll year, but before September 1 of the payroll year, will be credited with two (2) floating holidays. Floating holidays may be taken subject to approval of the department head after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave and position vacancies. Floating holidays must be taken as paid time off in the payroll year of crediting. There shall be no cash payment for unused floating holidays.

C. When any holiday, recognized by the City, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

D. Religious holidays requested off shall be done so in writing to the department head. If approved, such time shall be charged against accumulated compensatory time off or sick leave.

### Section 2. Employees Required to Work on Holidays.

A. Any employee eligible for holiday pay, required to work on a day designated as a holiday under the provisions of the Personnel Rules, shall be paid at the straight time rate for the normal work hours on said day and, in addition, shall receive pay equal to and in lieu of time off for said holiday. Hours worked in excess of the normal work hours on such holiday shall be considered as overtime hours and shall be compensated for under the appropriate overtime pay provisions. When a holiday falls on a normally assigned day off for an employee who is eligible to receive holiday pay, that employee shall receive additional pay equal to and in lieu of time off for said holiday. Said additional pay equal to and in lieu of time off for said holiday shall be eight (8) hours at the employee's straight time hourly rate of pay.

B. When an employee eligible for holiday pay, who is required to work on a day designated as a holiday under the provisions of these Personnel Rules, becomes ill and is unable to report for work on that day, the employee shall be paid at the straight time rate for the sick leave hours scheduled to work on said day, and in addition will receive pay equal to and in lieu of time off for said holiday.

Section 3. Holidays Falling During Approved Leaves of Absence Without Pay. Any employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

## **ARTICLE VIII - PROBATIONARY PERIOD**

### **Section 1.** Regular Appointments Following Probationary Period.

A. The original appointment of every employee, other than those whose appointment is exempt, shall be tentative and subject to a probationary period of twelve (12) months of service.

B. Those original and promotional employees who are serving a probationary period on April 9, 1990, shall serve a probationary period of six (6) months.

C. The promotional appointment of every employee shall be tentative and subject to a probationary period of six (6) months.

D. The Personnel Officer shall notify the department head and the probationer concerned, two weeks prior to the termination of the probationary period.

E. If the service of the probationary employee has been satisfactory, the department head shall file with the Personnel Officer a statement, in writing, to such effect stating that the retention of such employee in the service is desired. No actions changing an employee's status from probationary to shall be made or become effective until approved by the City Manager or his designee.

Section 2. Objective of Probationary Period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

### **Section 3.** Employee Performance Reports.

A. Each probationary employee shall have his performance evaluated at the end of each three (3) months of service or at a more frequent interval when deemed necessary by the appointing power. Regular employees shall have their performance evaluated annually or at more frequent intervals when deemed necessary by the appointing power. Such evaluations shall be reported in writing and in a form approved by the Personnel Officer.

B. The written report of an employee's performance evaluation shall be filed in triplicate, the original to be filed with the Personnel Officer and made a part of the employee's personnel records, one copy to be retained by the department, and one copy to be given to the employee.

### **Section 4.** Rejection of a Probationary Employee.

A. During the probationary period, an employee may be suspended, demoted or rejected any time by the department head, with approval of the City Manager, without cause and without right of appeal. Notification of rejection, in writing, shall be served on the probationary employee and a copy filed with the Personnel Officer.

B. An exception will be applied where the probationary employee's job termination or dismissal is based on charges of misconduct which stigmatizes his reputation or seriously impairs his opportunity to earn a living, or which might seriously damage his standing and association in the community. Where there is such a deprivation of a "liberty interest," the employee shall be given pre-disciplinary procedural due process as defined in these Rules. Prior to the disciplinary action becoming final, the employee must be notified of his right to the appeal procedures as outlined in these Rules.

**ARTICLE IX – REGULAR PART-TIME BENEFITS**

Section 1. Regular part-time employees who are regularly scheduled to work 30 hours or more per week shall accrue leave time and receive health benefits at a rate of 75%.

**ARTICLE X - VACATION**

Section 1. Eligibility. All regular, full-time and part-time employees, having completed a minimum of six (6) months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at his then current rate of pay.

Section 2. Vacation Accrual.

A. Each regular full-time and probationary employee shall accrue vacation leave by the following formula:

<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount (Hours)</u>
1. 6.6670	1st year	80 hours.
2. 7.3334	2nd year	88 hours.
3. 8.0000	3rd year	96 hours.
4. 8.6667	4th year	104 hours.
5. 9.3334	5th year	112 hours.
6. 10.0000	6th year	120 hours.
7. 10.6667	7th year	128 hours.
8. 11.3334	8th year	136 hours.
9. 12.0000	9th year	144 hours.
10. 12.6667	10th year	152 hours.
11. 13.3334	11th year	160 hours, and each month

thereafter.

B. Each regular part-time and probationary employee who is regularly scheduled to work less than 30 hours per week shall accrue vacation at one-half the formula set forth in "A" above.

Section 3. Maximum Accrual.

A. An employee may accumulate unused vacation to a maximum of the amount accrued in the twenty-four (24) months immediately preceding the employee's anniversary date of employment. Vacation shall cease accruing subsequent to reaching said maximum with further accrual occurring only upon the vacation balance falling below the maximum accumulation.

B. For purposes of this Article, the term "anniversary date of employment" is the date an employee began accruing vacation with the City.

Section 4. Use of Vacation.

A. The time at which an employee's vacation is to occur shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five (5) years or more of continuous service and who has taken forty (40) cumulative hours of vacation in his/her current anniversary year may elect to be paid for up to a maximum of eighty (80) hours of accrued vacation. Such election may be exercised each anniversary year. Request for payment shall be made at least seven (7) calendar days prior to the employee's anniversary date of employment.

Section 5. Vacation Payment at Termination.

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

B. When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall be in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 6. Holidays Falling During Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 7. Vacation Earned During Leave of Absence. No vacation leave shall be earned during any leave of absence without pay for each thirty (30) day period of such leave.

Section 8. Vacation - Miscellaneous. Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

**ARTICLE XI - LEAVES OF ABSENCE**

Section 1. Authorized Leave of Absence Without Pay.

A. Excluding leave which may fall under the Federal Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), upon recommendation from the department head, with approval of the City Manager, a regular employee may be granted a leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the City, for a period not to exceed one (1) year. Approval of such leave shall be in writing and a copy filed with the Personnel Office.

B. At the expiration of the approved leave, within a reasonable period of time, after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, within a reasonable time after notice to return to duty, shall be cause for discharge.

C. During any authorized leave of absence without pay, an employee shall not be eligible to

accumulate or receive fringe benefits except as specifically provided for in this Agreement. The City shall contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan for the first thirty (30) days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan. Employees on unpaid leave of absence do not accrue vacation or sick leave and are not eligible for any other paid leave.

Section 2. Bereavement Leave. Regular and probationary full-time employees may be granted a bereavement leave of absence by reason of death in the immediate family which shall be restricted and limited to Father, Mother, Brother, Sister, Spouse, Child, Grandmother, Grandfather, Mother-in-law, or Father-in-law. Upon approval of said leave, the employee shall be allowed a maximum of five (5) working days. Employees shall receive eight (8) hours of pay for each day lost from work of bereavement leave they are entitled to as set forth above.

Section 3. Military Leave of Absence.

A. Military leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the department head an opportunity within the limits of military regulations, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the department head of such leave request ten (10) working days in advance of the beginning date of such leave.

B. In addition to the provisions of State law, the City shall continue to provide to said employee the current health benefits medical, dental, disability and life insurance, and retirement (if applicable)] for the first six (6) months of military leave. During said period, the employee shall be required to pay to the City the same co-payments as required of other employees in the bargaining unit. After the first six (6) months of military leave, the employee may continue said health benefits at his/her cost.

Section 4. Pregnancy Disability Leave of Absence.

A. An employee who is disabled due to pregnancy shall be granted a pregnancy disability leave for a minimum period of four (4) months provided that a lesser period may be granted upon the request of the employee.

B. Disabilities arising out of pregnancy shall be treated the same as other temporary disabilities in terms of eligibility for, or entitlement to, sick leave with or without pay, extended sick leave, or accumulated sick leave benefits.

C. Employees are encouraged to report the existence of pregnancy. Where the nature of the duties performed are hazardous or burdensome, the employee may be required to submit medical evidence as to fitness for the performance of duties of the position.

D. Regular full-time and probationary employees shall be placed on medical leave when the employee's physician states that medical disability would interfere with the performance of the duties of the position or continuing work would be hazardous. Should disagreement arise between the department head and the employee's physician as to the hazardous nature of the job or the ability of the employee to perform the job, a physician representing the City will resolve the conflict. The decision will be binding upon all the parties.

E. Following childbirth and upon release from medical treatment for the disability resulting

from the pregnancy, the employee must submit a medical statement of fitness to perform the duties of the position to the Personnel Department. Upon expiration of an approved pregnancy disability leave of absence, the employee shall be reinstated in the position held at the time leave was granted.

Section 5. Family Leave. The City shall comply with State and Federal Family Medical Leave Acts.

Section 6. Unauthorized Leave of Absence. Unauthorized leave of absence shall be considered as days, or portions of days, not worked which are normal working days and will cause the deduction from the employee's pay of an amount equivalent to the time absent. Employees taking unauthorized leaves of absence may be subject to disciplinary action, to and including termination of employment.

## **ARTICLE XII - JURY DUTY**

### Section 1. Compensation for Jury Duty.

A. Regular or probationary employees required to report for jury duty shall be granted leave of absence for such purpose, upon presentation of a jury notice to the department head. Said employees shall receive full payment for the time served on jury duty, provided the employee remits any fees received for such jury service, excluding payment for mileage, to the City's Finance and Administrative Services Department. Compensation for mileage, subsistence or similar auxiliary allowances shall not be considered as a fee and shall be returned to the employee by the Finance and Administrative Services Department.

B. If the sum of the employee's jury duty responsibilities is less than a full workday, the employee shall contact his supervisor as to the feasibility of returning to work that day.

C. The employee shall not receive regular pay for work and pay for jury service which shall be in excess of eight (8) hours pay in any one day.

## **ARTICLE XIII - TEMPORARY ASSIGNMENT AND APPOINTMENT**

Section 1. In special circumstances, when in the best interest of the City, the City Manager or his designee may approve a temporary assignment of a probationary or regular employee to a higher level classification.

Section 2. The City may work employees in a temporary assignment for up to twenty (20) consecutive working days without additional compensation. The City may work employees in the classifications of Police Clerk I, Police Clerk II, Police Services Officer, and Police Support Services Supervisor in a temporary assignment for up to thirty (30) consecutive working days without additional compensation.

Section 3. Temporary assignments shall not be compensated at increased compensation where the temporary assignment is a replacement of an employee on vacation leave.

Section 4. An employee shall receive temporary assignment pay at the lowest step in the higher classification salary range that would represent a salary increase of at least five percent (5%) above the employee's salary, for work performed within the scope and responsibilities of the higher classification on the twenty-first (21st) consecutive day out of class, or on the thirty-first (31st)

consecutive day out of class for employees in the classifications of Police Clerk I, Police Clerk II, Police Services Officer, and Police Support Services Supervisor, and for each consecutive day thereafter an employee works out of class.

Section 5. During the twenty (20) consecutive working day eligibility period before an employee is entitled to receive temporary assignment pay, or the thirty (30) consecutive working day eligibility period for employees in the classifications of Police Clerk I, Police Clerk II, Police Services Officer, and Police Support Services Supervisor, an employee may only be absent from work for sixteen (16) cumulative hours. Any absence in excess of sixteen (16) hours shall break consecutiveness and cause an employee to be ineligible to receive temporary assignment pay. Should an employee be absent in excess of sixteen (16) hours, the twenty (20) consecutive day eligibility period or thirty (30) consecutive day eligibility period shall begin the day after the employee returns to work.

Section 6. A temporary assignment shall not exceed one (1) year.

## **ARTICLE XIV - SICK LEAVE**

Section 1. General Sick Leave Provisions.

A. Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized by the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, or California Labor Code Section 233 (use of sick leave). The employee requesting sick leave shall notify his immediate supervisor or department head prior to the time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of this Memorandum of Understanding and the department head or the Personnel Officer as approved such payment.

B. The department head or Personnel Officer may require a written statement from the attending physician or dentist, or a physician or dentist to whom the department head or Personnel Officer directs the employee to report, to establish that the employee is or was incapacitated and unable to perform his duties.

C. The department head or Personnel Officer may require a written statement from the attending physician or dentist, or from the physician or dentist to whom the department head or Personnel Officer has required the employee to report and be examined by, that the employee is capable of and released to return to the performance of all of the duties of his position.

Section 2. Eligibility. All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual. Sick leave shall be accrued at the rate of eight (8) hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least fifteen (15) working days in that month.

Section 4. Accumulation and Payment Plan.

A. Accrued sick leave may be accumulated without limit, except that payment of accumulated sick leave shall be granted by the City Manager on an annual basis to all employees who have a

minimum of one hundred twenty (120) hours of accumulated sick leave on record on December 1st, and opt to receive payment, during the subsequent December on a date determined by the City Manager at a rate of fifty percent (50%) of current salary for one-half (1/2) of their annual unused sick leave.

B. Payment of accumulated sick leave shall be granted by the City Manager on an annual basis to all employees covered by this Agreement who have a minimum of two hundred forty (240) hours of accumulated sick leave on record on December 1st, and opt to receive payment, during the subsequent December on a date determined by the City Manager, at a rate of one hundred percent (100%) of current salary for one-half (1/2) of their annual unused sick leave.

C. Employees wishing to opt for payments stated in Section 4. (A) and (B) above, must notify the Personnel Office of said decision thirty (30) days in advance of the payment date. The sick leave hours for which the employee receives payment shall be deducted from his or her sick leave record with the remaining one-half (1/2) of the annual accumulated sick leave being continued as a credit to the employee's sick leave account.

D. In accordance with the annual conversion policy set forth in Section 4. (A), (B) and (C) above, an employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

E. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of sixty (60) days or four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive fifty percent (50%) compensation for that accumulated sick leave.

F. Upon death, retirement, separation of termination of an employee covered by this Agreement, with a minimum of five (5) years of service and with between two hundred forty (240) hours and four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and two hundred forty (240) hours at fifty percent (50%) compensation.

G. In accordance with the payment plan set forth in Section 4. (E) and (F) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

H. All employees listed on Exhibit "G" are entitled, upon a service retirement, to one-hundred percent (100%) of accumulated sick leave hours paid at the employee's rate of pay on his last day of actual work, regardless of effective date of service retirement. An employee's eligibility for such payment shall apply to employees who service retire, which is not surrounded by discipline, and has maintained an acceptable job performance record during his years of service with the City. Payment shall be made by the City when the City receives "Notice of Placement on Retirement Roll" from the retirement system confirming a service retirement. The employees listed on Exhibit "G" opted to "grandfather" this benefit from the Cypress Police Officers' Association Memorandum of Understanding. No other employees shall be eligible to receive this benefit.

Section 5. Use.

A. Sick leave may be requested and used as approved by the department head or the City Manager. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he receives payment.

B. Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct.

Section 6. Sick Leave During Vacation. An employee who becomes ill while on vacation may have such period of illness charged to his accumulated sick leave provided that: immediately upon return to duty, the employee submits to his department head a written request for sick leave and a written statement signed by his physician describing the nature and dates of illness; and the department head recommends and the City Manager approves granting of such sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the department head and City Manager.

Section 7. Extended Sick Leave.

A. In the event of an employee's continuing illness which results in depletion of sick leave accumulation, the employee may request, in writing, to his department head and City Manager, a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all of his accumulated sick leave.
2. The employee presents to his department head for referral to and consideration by the City Manager, a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.
3. Prior to resuming his duties, the employee may be required to take a medical examination at City expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.
4. The maximum period of such leave shall be three (3) calendar months. If the employee desires an extension, he shall follow, prior to the termination of his initial leave, the procedure described in subparagraph (2) above.

Section 8. Related Leave Chargeable to Sick Leave.

A. An employee may be granted time off with pay for the conduct of personal business up to a maximum of 27 hours per payroll year. Sick leave utilization studies conducted by the City shall not include personal leave charged to sick leave.

B. Such granting of time off with pay shall be subject to the discretion of the department head and City Manager. When any such time is authorized, it shall be charged against the employee's accumulated sick leave account.

Section 9. On-the-job Injury. For all regular employees covered by this Agreement, when an

employee is disabled by injury or illness arising out of and in the course of his duties for the City, he shall become entitled, regardless of his period of service with the City, to leave of absence for the period of such disability, but not exceeding one (1) year, or until such earlier date as he is retired on permanent disability pension. During the first five (5) working days of such disability, the City shall pay one hundred percent (100%) of the salary in lieu of temporary disability payments. Thereafter, the employee shall receive eighty percent (80%) of salary in lieu of temporary disability payments. Any payments made pursuant to this Section shall not be charged to sick leave; provided, however, no sick leave or vacation benefits shall accrue during the period of such disability.

Section 10. Off-the-job Injury. An employee injured outside of his service with the City may apply for benefits under the disability insurance plan provided by the City.

Section 11. California Labor Code Section 233. Pursuant to California Labor Code Section 233, effective January 1, 2000, employees may use a total of forty-eight (48) hours of their accrued and available sick leave to attend to the illness of their child, parent, spouse, or domestic partner of the employee.

## **ARTICLE XV - FRINGE BENEFIT ADMINISTRATION**

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Section 2. Selection and Funding. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Agreement.

Section 3. Changes. If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or method of funding the coverage.

## **ARTICLE XVI - HEALTH, LIFE, DENTAL, DISABILITY AND VISION INSURANCE**

Section 1. Health Insurance Plan.

A. For the employees covered by the terms of this Agreement, the City and the employees shall contribute the sums listed below per month per employee toward health insurance:

### **MEDICAL RATE PROVISIONS AND SCHEDULE**

**Flexible Benefit Plan:** The City shall maintain a benefit plan which will allow employees to utilize pre-tax dollars for health contributions (medical, dental, and life insurance contributions) and will provide additional contributions above the "PERS Health Coverage" for health insurance as noted below.

The City shall continue to pay the minimum monthly payment to PERS for all those employees and retirees choosing the PERS Health Plan, and shall pay any adjustment to this amount pursuant to PERS law. An employee and retiree may choose any plan offered by PERS that said employee or

retiree is eligible to receive.

Employees eligible for this plan may choose, depending on their family status (single, one dependent or more), any medical plan offered by PERS (as eligible) and the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period July 2007 through June 2010:

Effective when PERS Health Plan increases for calendar year 2007 are effective (anticipated January 1, 2007), the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

<u>Status</u>	<u>*City Maximum</u>	<u>*Employee Minimum</u>
Employee Only	\$875.00	\$ 0
Employee + 1	\$875.00	\$ 5
Employee + Family	\$875.00	\$10

\* The City will only pay up to the maximum contribution (City Maximum) or the premium of the health plan selected by the employee, whichever is lower. The employee must pay either the cost of the premium not covered by the City Maximum or the minimum contribution (Employee Minimum) as stated above, whichever is higher.

**PERS Health Plan Deletion:** An employee cannot be enrolled in the PERS health plan if a spouse is enrolled in the same agency or enrolled in an agency with PERS health, unless the employee (or the spouse) is enrolled without being covered as a family member. Additionally, an employee may choose to not be enrolled in the PERS health plan. If an employee chooses to delete the health plan coverage, the City, after determining that a minimum amount of health coverage is provided to the employee (by their spouse or other coverage), shall pay a cash allowance of \$40 per month or pay to the employee's deferred compensation plan (a plan administered by the City) \$40 per month. [The same concept is applied to Dental at \$5 per month]. If the employee wants to have all or a portion of the deferred compensation payment to be credited towards the dependent coverage cost, then the remaining balance, if any, shall be credited to the employee's deferred compensation account. To be eligible for this "deletion" payment, the employee must provide proof, as determined by the Personnel Officer, that comparable medical insurance is in full force and effect. In the event the employee loses eligibility (with documentation) then the employee may re-enroll in the plan pursuant to the PERS health plan rules.

#### B. Retiree Health Savings Plan

a. The City will contribute \$75.00 per month for each employee participating in the Retiree Health Savings Plan beginning 7/1/07.

b. Employees hired after 7/1/07 are required to participate in the Retiree Health Savings Plan.

c. Each employee will be required to select one of the following options:

1. Elect to be grandfathered into the Supplemental Health Care Benefit Program as described in Section C.

2. Elect to participate in the Retiree Health Savings Plan.

3. Request that the City prepare a forecast for the employee to consider the feasibility of the existing plan vs. the Retiree Health Savings Plan. If the employee chooses to participate in the RHS plan and receive a lump sum, the City and the employee will work together to determine the terms of which the funds will be deposited in to the RHS account.

C. Supplemental Health Care Benefit - Eligible Retirees:

a. Active employees as of 7/1/07, in lieu of the Retiree Health Savings Plan, employees that make the election as describe above, may choose to be grandfathered in to the Supplemental Health Care Benefit.

b. Employees who retire from the City under a PERS service retirement, on or after 12/25/89, with at least ten (10) years of continuous service may be eligible for supplemental health care benefits effective on the date of retirement. The employee's service retirement date must immediately follow the employment separation date for the employee to be eligible to receive the supplemental health care benefit.

c. The retiree may receive a payment for this benefit pursuant to the following schedule:

<u>Yrs. of Continuous Service</u>	<u>City Payment</u>
10	\$100/month
15	\$150/month
20	\$300/month

d. The monthly payment amount set forth in B above, can be used by the retiree to either continue his/her health care benefits as may be available through the PERS Health Plan or use the monthly payment amount to purchase alternative health care benefits. This monthly payment shall be sent to the eligible retiree on a separate City check (and may be paid quarterly or as mutually agreed).

e. If the retiree chooses to participate in a plan other than the PERS Health plan, the retiree must provide the City with verification, as determined by the Personnel Officer, that the City payment is being used to secure alternative health care benefits.

f. The above City payment will terminate on the date that the retiree reaches age 65 or on the date that the retiree becomes eligible for MediCare, whichever comes first.

g. This provision does not relate to the minimum payment to PERS for employees and retirees selecting the PERS Health Plan. Therefore, if a retiree eligible for the above supplemental health care benefit selects the PERS Health Plan coverage, then the retiree would be eligible for the above City payment and the minimum payment to PERS by the City.

Section 2. Dental Insurance Plan.

A. The City shall pay one hundred percent (100%) of the employee's premium to a dental insurance plan.

B. Payment for dependent coverage in the dental insurance plan shall be the responsibility of

the employee.

C. The City will pick up the cost of employee's share of rate increases that occur within the Dental Plan for the duration of the current MOU contract, through 6/30/10.

Section 3. Vision Plan. The City shall pay one hundred percent (100%) of the employee's and dependent's premium to a vision insurance plan.

A. The City will pick up the cost of rate increases that occur within the Vision Plan for the duration of the current MOU contract, through 6/30/10.

Section 4. Life Insurance Plan. The City shall pay one hundred percent (100%) of the premium for a term life insurance policy for each eligible employee which shall be based upon a formula of one times the employee's annual salary rounded up to the nearest thousand dollars up to a maximum City paid coverage of \$50,000, i.e., an employee who earns \$20,100 would receive \$21,000.

A. The City will pick up the cost of rate increases that occur within the Life Insurance Plan for the duration of the current MOU contract, through 6/30/10.

Section 5. Disability Insurance Plan. The City shall provide a long-term disability insurance plan for all employees covered by this agreement. The City shall pay one hundred percent (100%) of the premium for the employee's long-term disability insurance plan. Modifications to the plan shall be made only after the City has met and consulted with the Association.

## **ARTICLE XVII - RETIREMENT**

Section 1. The City/District shall continue to make contributions for regular employees to the PERS plan known as two percent (2%) at fifty-five (55). Publications relating to employee benefits and rights shall be posted in the Employees' lounges when received by the City.

Section 2. The City/District shall pay all of the employees' contribution to their retirement plan and place it in the employees' individual accounts.

Section 3. The City's PERS contract shall provide the Survivor's Continuance Benefit to employees.

Section 4. The City's PERS contract shall provide for the 1959 Survivor's Benefit (Level 3). The City shall make the employees' contribution in the amount of \$2.00 per month.

Section 5. The City's PERS contract shall provide for the "One Year Highest Compensation" benefit. The City shall pay for the entire cost of this benefit.

Section 6. In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee, and the City shall not be obligated to pay or "pick up" any portion thereof.

## **ARTICLE XVIII - EMPLOYEE TRAINING AND EDUCATION PROGRAMS**

Section 1. Tuition Reimbursement. Employees who meet the requirements of the plan and who secure at least a passing grade ("C") shall receive up to one thousand and five hundred (\$1,500) per fiscal year to attend accredited colleges taking courses pursuant to the employees' training and education programs. Reimbursement shall include the cost of tuition, fees and books, and all mandatory supplies. (Mandatory supplies shall include only such items necessary to complete compulsory assignments/ projects required by instructors.)

## **ARTICLE XIX - SAFETY AND HEALTH**

Section 1. The City and the employees of the City agree to comply with all applicable Federal and State laws which relate to health and safety.

Section 2. All persons who drive City Vehicles shall be subject to the DMV driving record Pull Notice.

## **ARTICLE XX - LAYOFF PROCEDURES**

Section 1. Policy.

A. Whenever there shall be need for layoff, employees within the class(es) of position(s) involved shall be terminated in the following order: emergency, provisional, temporary, probationary, regular. The order of layoff of regular employees shall be based upon recommendation of the department head. The department head shall take into consideration such things as tenure and job performance. Regular employees, subsequently laid off, shall be given a minimum of one month's notice, and written notice of the reasons for such action. The City will discuss with the Association the impact of the layoff and alternatives available. Regular employees in good standing (those deemed to have produced satisfactory service) shall be placed on appropriate employment lists and will have precedence for employment over persons whose names appear on employment lists for the same class of position.

B. An employee may be terminated by the department head when deemed necessary or convenient as a result of substantial changes in duties or organization, abolition of position, shortages of work funds, or completion of work for which employment was made. Such termination shall not be subject to appeal.

## **ARTICLE XXI - REINSTATEMENT**

Section 1. Policy.

A. Regular employees who have been laid off shall be entitled to reinstatement to positions in the same class where such positions are to be refilled during the period of their eligibility on the layoff employment list. Any employees so reinstated shall retain all benefits accrued in prior service with the City. During such layoff, no benefits shall accrue and the anniversary date shall be adjusted, if such layoff time exceeds thirty (30) consecutive days.

B. Any regular employee who has resigned from the City's service in good standing may, upon written request and approval of the department head and City Manager, be considered for reinstatement to a position in the same or similar class in the classified service within two (2) years of such termination. Such reinstatement shall be made without benefit of additional examination and may take precedence over employment lists, but in no way shall it be mandatory for the department

head to reappoint a former employee should he desire not to do so. Appointment shall otherwise be made in the manner as for original employment.

C. Upon reinstatement, any employee so appointed shall be considered a new appointee and shall have no vested interest in or be entitled to any benefits accrued during any previous employment with the City.

## **ARTICLE XXII - TRANSFER, PROMOTION AND DEMOTION**

### **Section 1. Transfer.**

A. An employee may be transferred at any time from one position to another position in the same or comparable class having the same salary range and reasonably similar qualifications. Transfer involving a change from one department to another will require consent of both department heads unless the City Manager orders the transfer. Transfers shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in these Rules. No person may be transferred to a position for which he does not possess the minimum qualifications. Transfers shall be accomplished, when practicable, with consideration of the City's Affirmative Action Plan. The City Manager may require a transferring employee to serve a new probationary period.

B. For purposes of this Agreement, a transfer shall not include the reassignment of personnel within the internal operation of the department as may be made from time to time by the department head.

### **Section 2. Promotion.**

A. Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established. To be eligible to compete in a promotional examination, an employee must have City experience in a lower classification in the same occupational field performing work that is sufficiently preparatory for the work of the promotional classification. The City Manager shall determine the appropriate positions from which employees may be drawn to compete in a promotional examination.

B. If, in the opinion of the department head, a vacancy in the department could be filled better by an open, competitive examination, then the department head may instruct the Personnel Officer to call for applications for the vacancy and arrange for an open, competitive examination and for the preparation and certification of an employment list. Regular employees who meet the requirements of the position will be considered eligible to compete in the open, competitive examination.

C. Promotion shall be accomplished insofar as practicable and consistent with the best interests of the service, with consideration for the City's Affirmative Action Plan.

### **Section 3. Demotion.**

A. The department head, with approval of the City Manager, may demote an employee for any of the following reasons or conditions:

1. An employee whose ability to perform his required duties falls below acceptable

standards.

2. For disciplinary reasons set forth in Chapter 11.03 of the Personnel Rules and Regulations of the City of Cypress.
3. When the need for a position which an employee fills no longer exists.
4. When an employee requests such demotion and has the consent of the prospective supervising official.
5. For any other reasonable grounds as approved by the City Manager.

B. No employee shall be demoted to a classification for which he does not possess the minimum qualifications. Written notice shall be given an employee at least three (3) working days before the effective date of the demotion and complete information regarding such change shall be reported to the Personnel Officer.

### **ARTICLE XXIII - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES**

Section 1. Dues Deductions. The City shall deduct twice monthly the amount of Association and periodic dues and insurance premiums as may be specified by the Association on an authorization card furnished by the Association and signed by the employee.

Section 2. Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employee's salary pursuant to this Article.

### **ARTICLE XXIV - NO STRIKE - NO LOCKOUT**

#### Section 1. Prohibited Conduct.

A. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

B. The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

C. Any employee who participates in any conduct prohibited in Section A above may be subject to termination by the City.

D. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 2, "Association Responsibility;" the City may suspend any and all of the rights, privileges, accorded to the Association under the Employee Relations Resolution in this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access, check off, the use of the City's bulletin boards and facilities.

#### Section 2. Association Responsibility.

A. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section A, "Prohibited Conduct," the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section A, "Prohibited Conduct," and return to work.

B. If the Association performs all of the responsibilities set forth in Section A herein, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section A "Prohibited Conduct."

## **ARTICLE XXV - ENTIRE MEMORANDUM OF UNDERSTANDING**

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

Section 2. Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State Law.

Section 3. Exhibit "C" relating to the 9/80 Plan is added to the MOU for reference purposes.

## **ARTICLE XXVI - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT**

Section 1. Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may; however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

## **ARTICLE XXVII - CITY RIGHTS**

Section 1. The City reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by Law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by Law, shall include, but not be limited to, the following rights:

A. To manage the City generally and to determine the issues of policy.

- B. To determine the existence or non-existence of facts which are the basis of the management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish service.
- D. To determine the nature, manner, means, and technology and extent of services to be provided to the public.
- E. Methods of financing.
- F. Types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedures.
- M. To determine job classification and to reclassify employees.
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with the Memorandum of Understanding.
- O. To determine policies, procedures and the standards for selection, training and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of Law, whenever the contemplated exercise of management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

## **ARTICLE XXVIII - EMERGENCY WAIVER PROVISION**

Section 1. In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and Regulations.

## **ARTICLE XXIX - SEPARABILITY**

Memorandum of Understanding and any Personnel Rules and Regulations.

**ARTICLE XXIX - SEPARABILITY**

Section 1. Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

**ARTICLE XXX - TERM OF MEMORANDUM OF UNDERSTANDING**

Section 1. The term of this Memorandum of Understanding shall commence at 12:00 A.M., July 1, 2007, and shall continue in full force and effect until 11:59 P.M., June 30, 2010.

**ARTICLE XXXI - RATIFICATION AND EXECUTION**

Section 1. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Cypress. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association.

**CITY OF CYPRESS**

By: Richard H. Story Date: 8/7/07  
By: [Signature] Date: 8-7-07  
By: [Signature] Date: 8-7-07

**CYPRESS EMPLOYEES' ASSOCIATION**

By: [Signature] Date: 8/7/07  
By: Keith A. Carter Date: 8/7/07  
By: [Signature] Date: 8/7/07

**EXHIBIT A****Cypress Employees' Association  
Effective 6/29/07 pm**

Regular F/Time Classifications	SALARY RANGES (Per Month/Hr)				
	A	B	C	D	E
Associate (Civil) Engineer	\$5,992 34.5692	\$6,292 36.3000	\$6,607 38.1173	\$6,937 40.0212	\$7,284 42.0231
Assistant (Civil) Engineer	\$5,156 29.7462	\$5,414 31.2346	\$5,685 32.7981	\$5,969 34.4365	\$6,267 36.1558
Associate Planner	\$4,968 28.6615	\$5,216 30.0923	\$5,477 31.5981	\$5,751 33.1788	\$6,039 34.8404
Accountant	\$4,877 28.1365	\$5,121 29.5442	\$5,377 31.0212	\$5,646 32.5731	\$5,928 34.2000
Computer Support Specialist	\$4,521 26.0827	\$4,747 27.3865	\$4,984 28.7538	\$5,233 30.1904	\$5,495 31.7019
Pub Works Const Inspector	\$4,521 26.0827	\$4,747 27.3865	\$4,984 28.7538	\$5,233 30.1904	\$5,495 31.7019
Building Inspector	\$4,521 26.0827	\$4,747 27.3865	\$4,984 28.7538	\$5,233 30.1904	\$5,495 31.7019
Records/Support Services Supervisor	\$4,415 25.4712	\$4,636 26.7462	\$4,868 28.0846	\$5,111 29.4865	\$5,367 30.9635
Assistant Planner	\$4,319 24.9173	\$4,535 26.1635	\$4,762 27.4731	\$5,000 28.8462	\$5,250 30.2885
Code Enforcement Officer II	\$4,306 24.8423	\$4,521 26.0827	\$4,747 27.3865	\$4,984 28.7538	\$5,233 30.1904
Principle Engineering Aide	\$4,190 24.1731	\$4,399 25.3788	\$4,619 26.6481	\$4,850 27.9808	\$5,092 29.3769
Code Enforcement Officer I	\$3,905 22.5288	\$4,100 23.6538	\$4,305 24.8365	\$4,520 26.0769	\$4,746 27.3808

**EXHIBIT A**

**Cypress Employees' Association**  
**Effective 6/29/07 pm**

Page 2

Regular F/Time Classifications	SALARY RANGES (Per Month/Hr)				
	A	B	C	D	E
Recording Secretary/ Deputy City Clerk	\$3,878 22.3731	\$4,072 23.4923	\$4,276 24.6692	\$4,490 25.9038	\$4,714 27.1962
Video Production Coordinator	\$3,832 22.1077	\$4,024 23.2154	\$4,225 24.3750	\$4,436 25.5923	\$4,658 26.8731
Engineering Aide	\$3,811 21.9865	\$4,002 23.0885	\$4,202 24.2423	\$4,412 25.4538	\$4,633 26.7288
Senior Licensing Specialist	\$3,637 20.9827	\$3,819 22.0327	\$4,010 23.1346	\$4,210 24.2885	\$4,421 25.5058
Senior Account Clerk	\$3,637 20.9827	\$3,819 22.0327	\$4,010 23.1346	\$4,210 24.2885	\$4,421 25.5058
Police Service Officer	\$3,630 20.9423	\$3,811 21.9865	\$4,002 23.0885	\$4,202 24.2423	\$4,412 25.4538
Secretary to Department Head	\$3,598 20.7577	\$3,778 21.7962	\$3,967 22.8865	\$4,165 24.0288	\$4,373 25.2288
Recreation Coordinator	\$3,542 20.4346	\$3,719 21.4558	\$3,905 22.5288	\$4,100 23.6538	\$4,305 24.8365
Office Specialist/Police	\$3,184 18.3692	\$3,343 19.2865	\$3,510 20.2500	\$3,686 21.2654	\$3,870 22.3269
Account Clerk II	\$3,184 18.3692	\$3,343 19.2865	\$3,510 20.2500	\$3,686 21.2654	\$3,870 22.3269
Building Services Technician	\$3,184 18.3692	\$3,343 19.2865	\$3,510 20.2500	\$3,686 21.2654	\$3,870 22.3269
Admin. Services Tech. II	\$3,184 18.3692	\$3,343 19.2865	\$3,510 20.2500	\$3,686 21.2654	\$3,870 22.3269
Police Clerk II	\$3,069 17.7058	\$3,222 18.5885	\$3,383 19.5173	\$3,552 20.4923	\$3,730 21.5192

**EXHIBIT A****Cypress Employees' Association  
Effective 6/29/07 pm***Page 3*

<b>Regular F/Time Classifications</b>	<b>SALARY RANGES (Per Month/Hr)</b>				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Account Clerk I	\$2,888 16.6615	\$3,032 17.4923	\$3,184 18.3692	\$3,343 19.2865	\$3,510 20.2500
Administrative Clerk/Community Development	\$2,888 16.6615	\$3,032 17.4923	\$3,184 18.3692	\$3,343 19.2865	\$3,510 20.2500
Admin. Services Tech. I	\$2,888 16.6615	\$3,032 17.4923	\$3,184 18.3692	\$3,343 19.2865	\$3,510 20.2500
Office Assistant II	\$2,750 15.8654	\$2,888 16.6615	\$3,032 17.4923	\$3,184 18.3692	\$3,343 19.2865
Police Clerk I	\$2,651 15.2942	\$2,784 16.0615	\$2,923 16.8635	\$3,069 17.7058	\$3,222 18.5885
Office Assistant I	\$2,494 14.3885	\$2,619 15.1096	\$2,750 15.8654	\$2,888 16.6615	\$3,032 17.4923
<b>Regular P/Time Classifications</b>	<b>SALARY RANGES (Hourly)</b>				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Recreation Specialist	14.3693	15.0878	15.8422	16.6343	17.4660

**EXHIBIT A****Cypress Employees' Association  
Effective 6/28/08 pm**

Regular F/Time Classifications	SALARY RANGES (Per Month/Hr)				
	A	B	C	D	E
Associate (Civil) Engineer	\$6,231 35.9481	\$6,543 37.7481	\$6,870 39.6346	\$7,214 41.6192	\$7,575 43.7019
Assistant (Civil) Engineer	\$5,362 30.9346	\$5,630 32.4808	\$5,912 34.1077	\$6,208 35.8154	\$6,518 37.6038
Associate Planner	\$5,168 29.8154	\$5,426 31.3038	\$5,697 32.8673	\$5,982 34.5115	\$6,281 36.2365
Accountant	\$5,071 29.2558	\$5,325 30.7212	\$5,591 32.2558	\$5,871 33.8712	\$6,165 35.5673
Computer Support Specialist	\$4,702 27.1269	\$4,937 28.4827	\$5,184 29.9077	\$5,443 31.4019	\$5,715 32.9712
Pub Works Const Inspector	\$4,702 27.1269	\$4,937 28.4827	\$5,184 29.9077	\$5,443 31.4019	\$5,715 32.9712
Building Inspector	\$4,702 27.1269	\$4,937 28.4827	\$5,184 29.9077	\$5,443 31.4019	\$5,715 32.9712
Records/Support Services Supervisor	\$4,592 26.4923	\$4,822 27.8192	\$5,063 29.2096	\$5,316 30.6692	\$5,582 32.2038
Assistant Planner	\$4,491 25.9096	\$4,716 27.2077	\$4,952 28.5692	\$5,200 30.0000	\$5,460 31.5000
Code Enforcement Officer II	\$4,477 25.8288	\$4,701 27.1212	\$4,936 28.4769	\$5,183 29.9019	\$5,442 31.3962
Principle Engineering Aide	\$4,356 25.1308	\$4,574 26.3885	\$4,803 27.7096	\$5,043 29.0942	\$5,295 30.5481
Code Enforcement Officer I	\$4,061 23.4288	\$4,264 24.6000	\$4,477 25.8288	\$4,701 27.1212	\$4,936 28.4769

**EXHIBIT A**

**Cypress Employees' Association**  
**Effective 6/28/08 pm**

Page 2

Regular F/Time Classifications	SALARY RANGES (Per Month/Hr)				
	A	B	C	D	E
Recording Secretary/ Deputy City Clerk	\$4,033 23.2673	\$4,235 24.4327	\$4,447 25.6558	\$4,669 26.9365	\$4,902 28.2808
Video Production Coordinator	\$3,985 22.9904	\$4,184 24.1385	\$4,393 25.3442	\$4,613 26.6135	\$4,844 27.9462
Engineering Aide	\$3,964 22.8692	\$4,162 24.0115	\$4,370 25.2115	\$4,589 26.475	\$4,818 27.7962
Senior Licensing Specialist	\$3,782 21.8192	\$3,971 22.9096	\$4,170 24.0577	\$4,379 25.2635	\$4,598 26.5269
Senior Account Clerk	\$3,782 21.8192	\$3,971 22.9096	\$4,170 24.0577	\$4,379 25.2635	\$4,598 26.5269
Police Service Officer	\$3,775 21.7788	\$3,964 22.8692	\$4,162 24.0115	\$4,370 25.2115	\$4,588 26.4692
Secretary to Department Head	\$3,742 21.5885	\$3,929 22.6673	\$4,125 23.7981	\$4,331 24.9865	\$4,548 26.2385
Recreation Coordinator	\$3,684 21.2538	\$3,868 22.3154	\$4,061 23.4288	\$4,264 24.6000	\$4,477 25.8288
Office Specialist/Police	\$3,310 19.0962	\$3,476 20.0538	\$3,650 21.0577	\$3,833 22.1135	\$4,025 23.2212
Account Clerk II	\$3,310 19.0962	\$3,476 20.0538	\$3,650 21.0577	\$3,833 22.1135	\$4,025 23.2212
Building Services Technician	\$3,310 19.0962	\$3,476 20.0538	\$3,650 21.0577	\$3,833 22.1135	\$4,025 23.2212
Admin. Services Tech. II	\$3,310 19.0962	\$3,476 20.0538	\$3,650 21.0577	\$3,833 22.1135	\$4,025 23.2212
Police Clerk II	\$3,190 18.4038	\$3,350 19.3269	\$3,518 20.2962	\$3,694 21.3115	\$3,879 22.3788

**EXHIBIT A**

**Cypress Employees' Association**  
**Effective 6/28/08 pm**

*Page 3*

<b>Regular F/Time Classifications</b>	<b>SALARY RANGES (Per Month/Hr)</b>				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Account Clerk I	\$3,002 17.3192	\$3,152 18.1846	\$3,310 19.0962	\$3,476 20.0538	\$3,650 21.0577
Administrative Clerk/Community Development	\$3,002 17.3192	\$3,152 18.1846	\$3,310 19.0962	\$3,476 20.0538	\$3,650 21.0577
Admin. Services Tech. I	\$3,002 17.3192	\$3,152 18.1846	\$3,310 19.0962	\$3,476 20.0538	\$3,650 21.0577
Office Assistant II	\$2,859 16.4942	\$3,002 17.3192	\$3,152 18.1846	\$3,310 19.0962	\$3,476 20.0538
Police Clerk I	\$2,755 15.8942	\$2,893 16.6904	\$3,038 17.5269	\$3,190 18.4038	\$3,350 19.3269
Office Assistant I	\$2,593 14.9596	\$2,723 15.7096	\$2,859 16.4942	\$3,002 17.3192	\$3,152 18.1846
<b>Regular P/Time Classifications</b>	<b>SALARY RANGES (Hourly)</b>				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Recreation Specialist	14.9440	15.6912	16.4758	17.2996	18.1646

**EXHIBIT A**

**Cypress Employees' Association  
Effective 6/26/09 pm**

Regular F/Time Classifications	SALARY RANGES (Per Month/Hr)				
	A	B	C	D	E
Associate (Civil) Engineer	\$6,482 37.3962	\$6,806 39.2654	\$7,146 41.2269	\$7,503 43.2865	\$7,878 45.45
Assistant (Civil) Engineer	\$5,577 32.175	\$5,856 33.7846	\$6,149 35.475	\$6,456 37.2462	\$6,779 39.1096
Associate Planner	\$5,374 31.0038	\$5,643 32.5558	\$5,925 34.1827	\$6,221 35.8904	\$6,532 37.6846
Accountant	\$5,275 30.4327	\$5,539 31.9558	\$5,816 33.5538	\$6,107 35.2327	\$6,412 36.9923
Computer Support Specialist	\$4,890 28.2115	\$5,134 29.6192	\$5,391 31.1019	\$5,661 32.6596	\$5,944 34.2923
Pub Works Const Inspector	\$4,890 28.2115	\$5,134 29.6192	\$5,391 31.1019	\$5,661 32.6596	\$5,944 34.2923
Building Inspector	\$4,890 28.2115	\$5,134 29.6192	\$5,391 31.1019	\$5,661 32.6596	\$5,944 34.2923
Records/Support Services Supervisor	\$4,776 27.5538	\$5,015 28.9327	\$5,266 30.3808	\$5,529 31.8981	\$5,805 33.4904
Assistant Planner	\$4,671 26.9481	\$4,905 28.2981	\$5,150 29.7115	\$5,408 31.2000	\$5,678 32.7577
Code Enforcement Officer II	\$4,656 26.8615	\$4,889 28.2058	\$5,133 29.6135	\$5,390 31.0962	\$5,660 32.6538
Principle Engineering Aide	\$4,530 26.1346	\$4,757 27.4442	\$4,995 28.8173	\$5,245 30.2596	\$5,507 31.7712
Code Enforcement Officer I	\$4,223 24.3635	\$4,434 25.5808	\$4,656 26.8615	\$4,889 28.2058	\$5,133 29.6135

**EXHIBIT A**

**Cypress Employees' Association**  
**Effective 6/26/09 pm**

Page 2

Regular F/Time Classifications	SALARY RANGES (Per Month/Hr)				
	A	B	C	D	E
Recording Secretary/ Deputy City Clerk	\$4,195 24.2019	\$4,405 25.4135	\$4,625 26.6827	\$4,856 28.0154	\$5,099 29.4173
Video Production Coordinator	\$4,145 23.9135	\$4,352 25.1077	\$4,570 26.3654	\$4,798 27.6808	\$5,038 29.0654
Engineering Aide	\$4,122 23.7808	\$4,328 24.9692	\$4,544 26.2154	\$4,771 27.525	\$5,010 28.9038
Senior Licensing Specialist	\$3,933 22.6904	\$4,130 23.8269	\$4,337 25.0212	\$4,554 26.2731	\$4,782 27.5885
Senior Account Clerk	\$3,933 22.6904	\$4,130 23.8269	\$4,337 25.0212	\$4,554 26.2731	\$4,782 27.5885
Police Service Officer	\$3,926 22.65	\$4,122 23.7808	\$4,328 24.9692	\$4,544 26.2154	\$4,771 27.5250
Secretary to Department Head	\$3,891 22.4481	\$4,086 23.5731	\$4,290 24.7500	\$4,505 25.9904	\$4,730 27.2885
Recreation Coordinator	\$3,830 22.0962	\$4,022 23.2038	\$4,223 24.3635	\$4,434 25.5808	\$4,656 26.8615
Office Specialist/Police	\$3,444 19.8692	\$3,616 20.8615	\$3,797 21.9058	\$3,987 23.0019	\$4,186 24.1500
Account Clerk II	\$3,444 19.8692	\$3,616 20.8615	\$3,797 21.9058	\$3,987 23.0019	\$4,186 24.1500
Building Services Technician	\$3,444 19.8692	\$3,616 20.8615	\$3,797 21.9058	\$3,987 23.0019	\$4,186 24.1500
Admin. Services Tech. II	\$3,444 19.8692	\$3,616 20.8615	\$3,797 21.9058	\$3,987 23.0019	\$4,186 24.1500
Police Clerk II	\$3,319 19.1481	\$3,485 20.1058	\$3,659 21.1096	\$3,842 22.1654	\$4,034 23.2731

**EXHIBIT A**

**Cypress Employees' Association**  
**Effective 6/26/09 pm**

Page 3

<b>Regular F/Time Classifications</b>	<b>SALARY RANGES (Per Month/Hr)</b>				
	A	B	C	D	E
Account Clerk I	\$3,124 18.0231	\$3,280 18.9231	\$3,444 19.8692	\$3,616 20.8615	\$3,797 21.9058
Administrative Clerk/Community Development	\$3,124 18.0231	\$3,280 18.9231	\$3,444 19.8692	\$3,616 20.8615	\$3,797 21.9058
Admin. Services Tech. I	\$3,124 18.0231	\$3,280 18.9231	\$3,444 19.8692	\$3,616 20.8615	\$3,797 21.9058
Office Assistant II	\$2,975 17.1635	\$3,124 18.0231	\$3,280 18.9231	\$3,444 19.8692	\$3,616 20.8615
Police Clerk I	\$2,867 16.5404	\$3,010 17.3654	\$3,161 18.2365	\$3,319 19.1481	\$3,485 20.1058
Office Assistant I	\$2,698 15.5654	\$2,833 16.3442	\$2,975 17.1635	\$3,124 18.0231	\$3,280 18.9231
<b>Regular P/Time Classifications</b>	<b>SALARY RANGES (Hourly)</b>				
	A	B	C	D	E
Recreation Specialist	15.5419	16.3190	17.1349	17.9916	18.8912

**EXHIBIT B**

EMPLOYEE	POSITION	AS OF	MO. EDUCATIONAL INCENT. PAY
Pat Hough	Administrative Ser Tech II	12/23/96	\$ 30.00

The above employee shall be entitled to educational incentive pay so long as their education credits are not the minimum requirements for their future position. Additionally, in the event of a promotion, employees shall be notified if the new position requires deletion of the current educational incentive pay.

**EXHIBIT C**

[See attached 9/80 Plan]

## **EXHIBIT D**

### **City of Cypress**

#### **10 Plan (Applicable to Designated Police Civilian Personnel)**

Pursuant to the MOU between the City and the Cypress Employees' Association (CEA), Article IV, Hours of Work, this document shall be considered the "mutual agreement between management and the Association" to modify the current work schedule and applicable leave rules, practices and/or procedures. This plan, implemented at the start of the pay period on November 18, 1994 for civilian personnel as assigned is known as the "10 Plan." This 10 Plan is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern. The 10 Plan shall only apply to civilian (non-exempt) employees in the classifications of Police Support Services Supervisor, Police Services Officer, and Police Clerk I and II.

The provisions listed below shall modify existing rules, as follows:

**10 PLAN WORK SCHEDULE DEFINED** - This schedule can be briefly defined as 4 - 10 hour work days per week and 8 - 10 hour days in a two week pay cycle.

A. Two Week Pay Cycle - The pay cycle for civilian personnel starts Friday Noon and continues for 14 days until Friday Noon. During this cycle, there are 8 regular working days in a normal two week pay cycle and 40 regular hours in each work week.

B. Emergencies - All employees on the 10 Plan are subject to be called to work at any time to meet any and all emergencies or unusual conditions which, in the opinion of the Police Chief or designee in charge of the department, may require such service from any of said employees.

#### **OVERTIME DEFINED**

1. All civilian employees under the 10 Plan shall earn overtime after the first 40 hours of time worked in a work week (Friday to Friday) as required under the FLSA. Authorized overtime hours shall be compensated in pay or compensatory time at the rate of one and one-half (1 ½) times the hourly straight time rate. Any paid leave, with the exception of sick leave hours taken during a work week, shall be counted as regular hours worked for the computation of overtime.

2. Straight Time Overtime - Time worked above the regular work schedule, as applicable above, when sick leave hours are used shall be paid at the employee's hourly straight time rate (e.g., if an employee uses 8 hours of sick leave and works 12 hours of overtime, then the first 8 hours of overtime is at straight time overtime). When there is a combination of overtime and CTO accumulation, CTO shall be used first for this calculation. Straight time overtime can be paid or accumulated as CTO.

3. Compensatory Time Off (CTO) - Applicable as stated in the MOU.

4. Overtime Reporting/Authorization - Applicable as stated in the MOU.

## **Exhibit D - 10 Plan**

### **OTHER PAY PROVISIONS**

A. Call Back - Applicable as stated in the MOU, and as applicable above.

B. Leaves Without Pay - If an employee is on leave without pay for whatever reason (AWOL, suspension, or short-term leave of absence) during the pay cycle, the employee earns overtime after 40 hours in a work week for non-sworn employees and after 162.5 hours of time worked in a 28 day pay cycle for sworn employees.

C. Shift Differential Pay (SDP) - Civilian employees who work a 10 Plan schedule shall work a regularly scheduled day or night shift assignment for the duration of a shift rotation period. Employees in the classifications of Police Services Officer and Police Clerk I/II who work a regularly scheduled night shift assignment for the duration of a shift rotation period, as designated by Police Management, are eligible for Shift Differential Pay (SDP). A night shift is defined as 5:30 P.M. to 6:00 A.M. for Police Services Officer (3/12.5 Work Schedule) and 8:00 P.M. – 6:00 A.M. for Police Clerk I/II (4/10 Work Schedule). SDP shall be paid at 5% above the employee's current hourly rate of pay for all regular and overtime hours worked. A maximum of three (3) employees in the classification of Police Services Officer and one (1) employee in the classification of Police Clerk I/II may be assigned.

### **LEAVE BENEFITS**

**CHARGING OF LEAVE** (Rate of Usage) - When an employee is off on a scheduled work day under the 10 Plan, then 10 hours of leave per work day shall be charged. All leaves shall continue under the current accrual, eligibility, request and approval requirements, except as noted herein.

### **HOLIDAY LEAVE -**

A. Regular Holidays - For the following recognized municipal holidays, 8 hours are earned for each holiday (totaling 80 hours): New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, and Christmas Day. For an employee on the 10 Plan to charge holiday leave on a scheduled holiday, he must use 8 hours earned per holiday and charge an additional 2 hours from another leave account as specified above noted as "Charging of Leave."

B. Other Uses of Holiday Leave - Holiday leave and floating holiday leave total 96 hours. For those employees who are scheduled to work on a holiday or the holiday falls on their scheduled day off, the holiday leave may be used during the payroll year; or, the holiday may be paid as holiday overtime at the straight time rate as each holiday occurs within the pay period (no retroactive payments). There shall be no carry-over of unused holiday hours into the following payroll year.

C. Deduction of Holiday Hours - During Approved Leaves of Absence Without Pay - An employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked the regular scheduled work day before and the regular scheduled work day immediately following said holiday. In cases of said loss of holiday hours, the applicable amount of holiday hours shall be deducted from the employee's holiday leave account at the rate of 8 hours per holiday.

## **Exhibit D - 10 Plan**

D. Holidays on Saturday or Sunday - When any recognized municipal holiday falls on a Sunday, the following Monday shall be considered as a holiday. When any holiday falls on a Saturday, the preceding Friday shall be considered the holiday.

E. Religious Holidays - Those holidays requested off for religious purposes shall be done so in writing to the Chief of Police and if approved, shall be charged against the employee's accumulated CTO, Sick Leave, Vacation or Floating Holiday leave as desired by the employee. The employee shall also have the option to take approved leave without pay for the time off.

**VACATION LEAVE** - Applicable as stated in the MOU.

**SICK LEAVE** - Same as MOU, except in reference to the use of approved sick leave on a scheduled work day designated as a holiday (Article VII, Section 2), any combination of holiday and/or sick leave may be used as paid leave, not to exceed the regular work day hours.

**BEREAVEMENT LEAVE** - Employees may be granted a bereavement leave of absence by reason of a death in their immediate family, which shall be restricted and limited to father, mother, brother, sister, spouse, child, grandmother, grandfather, mother-in-law, or father-in-law. The employee may be approved leave time up to 40 hours of bereavement leave.

## **MISCELLANEOUS PROVISIONS**

**TRAINING TIME** - When an employee is assigned to a training session which is normally 8 hours per day, at the conclusion, the employee must either return to the work site to perform his regular work assignment or may have their schedule temporarily modified so that not to incur automatic overtime during the pay cycle. An alternative police management option may be to not schedule the employee to work the additional hours remaining in the regular work day. No training session may be scheduled or assigned without establishment of work hours for the duration of the training session.

Other provisions of the MOU continue to apply (Article VI. Special Pay Provisions, Section 2. Training Programs.)

## **DEFINITIONS**

**Civilian Employees:** All non-exempt regular full-time and regular part-time employees in the police department excluding sworn Police Officers, Police Sergeants and management.

**Non-Exempt Employees:** These employees are covered by the overtime provisions of the FLSA and exclude management employees.

## **EXHIBIT E**

## City of Cypress

### **12 Plan NS (Applicable to Police Civilian Personnel)**

Pursuant to the MOU between the City and the Cypress Employees Association (CEA), Article IV, Hours of Work, this document shall be considered the "mutual agreement between management and the Association" to modify the current work schedule and applicable leave rules, practices and/or procedures. This plan shall be known as the "12 PLAN NS" (police civilian personnel). This 12 PLAN NS, implemented at the start of the pay period on January 13, 1995, is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern. The 12 PLAN NS shall only apply to the patrol employees in the CEA bargaining unit in the classification of Police Services Officer, as designated by police management.

The provisions listed below shall modify existing rules, as follows:

#### **12 PLAN NS WORK SCHEDULE DEFINED** - This schedule can be briefly defined as follows:

A. 28 Day Cycle – For those employees in the classification of Police Services Officer assigned to patrol/jail duties, employee works three (3) twelve and one-half (12.5) hour shifts with four (4) consecutive days off in each seven (7) day work cycle of a twenty-eight (28) day work period, except that the employee must work one additional ten (10) hour shift during the work period. The twelve and one-half (12.5) hour shift shall include the employee's lunch/meal period. Police Management may assign a maximum of six (6) employees in the classification of Police Services Officer to patrol/jail duties.

B. Emergencies - All employees on the 12 PLAN NS are subject to be called to work at any time to meet any and all emergencies or unusual conditions which, in the opinion of the Police Chief or designee in charge of the department, may require such service from any of said employees.

#### **OVERTIME DEFINED**

1. Regular Overtime - Employees in the classification of Police Services Officer assigned to patrol/jail duties under the 3/12.5 Work Schedule shall earn overtime after the first 160 hours of time worked in a 28-day cycle, as allowed under the FLSA 7(k) exemption.

2. Straight Time Overtime - Time worked above the regular work schedule, as applicable above, when sick leave hours are used shall be paid at the employee's hourly straight time rate (e.g., if an employee uses 8 hours of sick leave and works 12 hours of overtime, then the first 8 hours of overtime is at straight time overtime). When there is a combination of overtime and CTO accumulation, CTO shall be used first for this calculation. Straight time overtime can be paid or accumulated as CTO.

3. Compensatory Time Off (CTO) - Applicable as stated in the MOU.

4. Overtime Reporting/Authorization - Applicable as stated in the MOU.

#### **Exhibit E - 12 Plan NS (Police Civilian Personnel)**

## **OTHER PAY PROVISIONS**

A. Court Time - Applicable as stated in the MOU, as applicable above, and any employee working over sixteen (16) hours in a twenty-four (24) hour period must be off duty for a minimum of eight (8) hours (excluding emergencies) as determined by Police Management.

B. Call-back - Applicable as stated in the MOU, and as applicable above.

C. Leaves Without Pay - If an employee is on a leave without pay for whatever reason (AWOL, suspension, or short term leave of absence) during the work week, the employee earns overtime after 40 hours of work in a 40 hour work week.

D. Shift Differential Pay (SDP) - Civilian employees who work a 12 PLAN NS schedule shall work a regularly scheduled day or night shift assignment for the duration of a shift rotation period. Employees in the classifications of Police Services Officer and Police Clerk I/II who work a regularly scheduled night shift assignment for the duration of a shift rotation period, as designated by Police Management, are eligible for Shift Differential Pay (SDP). A night shift is defined as 5:30 P.M. to 6:00 A.M. for Police Services Officer (3/12.5 Work Schedule) and 8:00 P.M. – 6:00 A.M. for Police Clerk I/II (4/10 Work Schedule). SDP shall be paid at 5% above the employee's current hourly rate of pay for all regular and overtime hours worked. A maximum of three (3) employees in the classification of Police Services Officer and one (1) employee in the classification of Police Clerk I/II may be assigned.

## **LEAVE BENEFITS**

**CHARGING OF LEAVE** (Rate of Usage) - When an employee is off on a scheduled work day under the 12 PLAN NS, then the appropriate amount of leave per work day shall be charged. All leaves shall continue under the current accrual, eligibility, request and approval requirements, except as noted herein.

### **HOLIDAY LEAVE -**

A. Regular Holidays - For the following recognized municipal holidays, 8 hours are earned for each holiday (totaling 80 hours): New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, and Christmas Day. For an employee on the 12 PLAN to charge holiday leave on a scheduled holiday, he/she must use 8 hours earned per holiday and charge an additional 4.5 hours from another earned leave account as specified above noted as "Charging of Leave."

B. Other Uses of Holiday Leave - Holiday leave and floating holiday leave total 104 hours. Effective January 1, 1996, the total amount shall be 96 hours. For those employees who are scheduled to work on a holiday or the holiday falls on their scheduled day off, the holiday leave may be used during the calendar year; or, the holiday may be paid as holiday overtime at the straight time rate as each holiday occurs within the pay period (no retroactive payments). There shall be no carry-over of unused holiday hours into the following calendar year.

## **Exhibit E - 12 Plan NS (Police Civilian Personnel)**

C. Deduction of Holiday Hours - During Approved Leaves Of Absence Without Pay - An employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked the regular scheduled work day before and the regular scheduled work day immediately following said holiday. In cases of said loss of holiday hours, the applicable amount of holiday hours shall be deducted from the employee's holiday leave account at the rate of 8 hours per holiday.

D. Holidays on Saturday or Sunday - When any recognized municipal holiday falls on a Sunday, the following Monday shall be considered as a holiday; when any holiday falls on a Saturday, the preceding Friday shall be considered the holiday.

E. Religious Holidays - Those holidays requested off for religious purposes shall be done so in writing to the Chief of Police and if approved, shall be charged against the employee's accumulated CTO, Sick Leave, Vacation, or Floating Holiday leave as desired by the employee. The employee shall also have the option to take approved leave without pay for the time off.

**VACATION LEAVE** - Applicable as stated in the MOU.

**SICK LEAVE** - Same as MOU, except in reference to the use of approved sick leave on a scheduled work day designated as a holiday (Article VII, Section 2A), any combination of holiday and/or sick leave may be used as paid leave, not to exceed the regular work day hours.

**BEREAVEMENT LEAVE** - Employees may be granted a bereavement leave of absence by reason of a death in their immediate family, which shall be restricted and limited to father, mother, brother, sister, spouse, child, grandmother, grandfather, mother-in-law, or father-in-law. The employee may be approved leave time up to 40 hours of bereavement leave.

## **MISCELLANEOUS PROVISIONS**

**TRAINING TIME** - When an employee is assigned to a training session which is normally 8 hours per day, at the conclusion, the employee must either return to the work site to perform his/her regular work assignment or may have their schedule temporarily modified so that not to incur automatic overtime during the pay cycle. An alternative police management option may be to not schedule the employee to work the additional hours remaining in the regular work day. No training session may be scheduled or assigned without establishment of work hours for the duration of the training session.

Other provisions of the MOU continue to apply (Article VI, Special Pay Provisions, Section 2, Training Programs).

## **DEFINITIONS**

**Civilian Employees:** All non-exempt regular full-time and regular part-time employees in the police department excluding sworn Police Officers, Police Sergeants, and management.

**Non-Exempt Employees:** These employees are covered by the overtime provisions of the FLSA and exclude management employees.

**EXHIBIT F**

<u>EMPLOYEE</u>	<u>POSITION</u>	<u>AS OF</u>	<u>AMOUNT PER PAY PERIOD</u>
Cecilia Beckmann	Police Clerk II	February 2004	\$81.12
Jennifer Breckenridge	Police Services Officer	February 2004	\$84.30
Gael Locklin	Police Services Officer	February 2004	\$132.78
Robert Schweikert	Police Services Officer	February 2004	\$114.68

The above employees shall be entitled to receive education incentive in the dollar amount equal to the amount received as of February, 2004 and listed above, until employment terminates.

**EXHIBIT G**

<u>EMPLOYEE</u>	<u>POSITION</u>
Cecilia Beckmann	Police Clerk II
Jennifer Breckenridge	Police Services Officer
Denise Davis	Police Services Officer
Pam Kelch	Police Services Officer
Gael Locklin	Police Services Officer
Richard Morrow	Police Services Officer
Anthony Palter	Police Services Officer

The above employees are entitled, upon a service retirement, to one-hundred percent (100%) of accumulated sick leave hours paid at the employee's rate of pay on his last day of actual work, regardless of effective date of service retirement.

**EXHIBIT I**

**Modification of Personnel Rules**

CHAPTER 1. – GENERAL

Section 1.02 Authority of the City Manager

Modification of 2nd paragraph: *The City Manager may delegate to the department heads the power to appoint individuals to the City service, replace with:*

**The City Manager may delegate to the Department Head the power to appoint, promote, discipline, demote and remove any officers and/or employees of the City except the City Clerk, City Attorney and City Treasurer.**

CHAPTER 11. DISCIPLINARY ACTIONS

Section 11.07 Suspension Modification

Modification of 1st paragraph starting at 3rd sentence – delete the following: *Department heads may suspend subordinate employees for not more than five (5) working days Suspension without pay may be made by the City Manager for suspensions of more than 5 working days,*

Section 11.11 Pre-Disciplinary Procedures

Change all references from “appropriate” authority to “appointing” authority