

**MEMORANDUM OF UNDERSTANDING  
2002-2005  
BETWEEN**

**CITY OF LAKE ELSINORE  
AND  
UNITED PUBLIC EMPLOYEES OF CALIFORNIA,  
LIUNA LOCAL 777**

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

**ARTICLE I  
APPLICATION AND RECOGNITION**

This Memorandum of Understanding shall constitute the full agreement as to rights, benefits and working conditions of all classifications of employees who are currently or hereafter regularly employed by the City as specified herein. It is the understanding of the parties that any rights, privileges or benefits within the scope of bargaining inadvertently omitted or not expressly discussed during the meet and confer process as set forth in the City Personnel Rules and Regulations are hereby incorporated by reference.

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

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

This contract will be subject to reopening in the event the State Budget significantly impacts the City's economic status.

This contract will also be subject to reopening with regard to salaries only, upon the completion of the Parity Study and Process Audit currently underway.

### **ARTICLE II TERM**

This Memorandum shall apply to Fiscal Years 2002-03, 2003-04 and 2004-05, with regard to all wages, benefits and other terms and conditions of employment commencing July 1, 2002.

### **ARTICLE III PERSONNEL RULES AND REGULATIONS**

The City adopted Personnel Rules and Regulations in June, 1999. It is agreed that general conditions of employment pertaining to both the rights and the obligations of both the employee and the City shall be set forth in said rules. The City reserves the right to amend these rules at any time. Any proposed amendment will be submitted to the Union at least thirty (30) days prior to the effective date of said amendment. Amendments to the Personnel Rules in this Contract are as follows:

Addition to Chapter 5 – Compensation, Section 2

Tardiness to work or from lunch/break must be documented with a leave request, unless tardiness is authorized by Supervisor.

Addition to Chapter 5 – Compensation, Section 6.F.

Special Projects or other work outside the normal work schedule must be pre-authorized by the Supervisor and included on the appropriate overtime sheet, or documented and used as compensatory time.

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Additionally, although the City currently has no employees in this category, the City agrees to develop a provision for full salary and benefit coverage during military deployment (excluding reserve exercises).

The City further agrees to honor the results of an election regarding recognition of a full agency shop, pursuant to City of Lake Elsinore Resolution No. 96-9 Establishing Rules and Regulations relating to Employer-Employee Relations.

### **ARTICLE IV CITY RIGHTS AND RESPONSIBILITIES**

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

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

### **ARTICLE V COMPOSITION OF BARGAINING UNIT**

The classes of employees represented by this Agreement along with related salary ranges are reflected in Exhibit "A".

Even though listed in Exhibit "A", any positions which are exempt from the Fair Labor Standards Act (FLSA) or the Employee Relations Resolution are not part of this bargaining unit.

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**ARTICLE VI  
COMPENSATION & BENEFITS**

**A. CLASSES AND RANGES:**

The classes of employees and related salary ranges for employees for the term of this agreement shall be set forth in Exhibits A and B, attached hereto.

**B. COMPENSATION ADJUSTMENTS**

In fiscal year 2002-03 there shall be no cost of living increase to allow for increased retirement benefits, pursuant to Article VI, Section D (3), of this MOU.

In fiscal year 2003-04 there shall be no cost of living to allow for increased retirement benefits, pursuant to Article VI, Section D (3), of this MOU.

In fiscal year 2004-05, the City agrees to a cost of living increase equivalent to the CPI Index increase as of April, 2004.

Effective December 1, 1996, all eligible unit members were enrolled in the LIUNA Pension Plan, deducting \$.06/hour of regular work up to a forty (40) hours per week maximum, assessed against the employees' salary increase; and on July 1, 1998, the deduction was increased by an additional \$.06/hour; and on July 1, 1999, the deduction was increased by an additional \$.06/hour. Effective upon approval of this Memorandum of Understanding, it is agreed that the deduction will be increased by an additional \$.06/hour annually, assessed against the employee's salary.

For the 2002-03 fiscal year the City agrees to absorb the increases in medical insurance costs.

For the 2003-04 fiscal year the City will pay medical insurance costs up to the cost of the lowest PPO family rate.

For the 2004-05 fiscal year the City agrees to a salary increase equivalent to the CPI increase as of April, 2004, and will pay medical insurance costs up to the cost of the lowest PPO family rate

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

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### C. EXEMPT EMPLOYEES

Those classifications which have been determined to be exempt from the provisions of the Fair Labor Standards Act (FLSA) are set forth in City Personnel Rules and Regulations.

### D. INSURANCE & BENEFITS

#### 1. Life

The City agrees to maintain the group life insurance policy for all regular employees in the amount of \$25,000 unless a higher amount for a given class is specified.

#### 2. Health & Dental

- a) The City will remain in the medical coverage program offered by the Public Employees' Retirement System of the State of California, with the City absorbing increases for the first year of this agreement. Each employee may choose any one of the plans offered by PERS and available in Riverside County; with the caveat that the City will cap medical insurance premiums in fiscal years 2003-04 and 2004-05 at the lowest PPO family rate.
- b) Dental coverage will be maintained at the same or equivalent level of benefit for the term of this agreement.
  - 1) Active and retiree coverage. The parties agree that issues such as administration of benefits, eligibility and level of benefits are a matter of coverage between the insured and the carrier and are not subject to the dispute resolution machinery of the Grievance Procedure.
  - 2) Policies and benefits therein are subject to change by the carrier, by marketplace, by PERS Regulations or other intervening regulations or law. In the event of such change the City shall not be required to maintain any benefit or benefit level

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other than that contained in mutually agreed to carrier policies.

- c) Vision coverage will be maintained at the same or equivalent level of benefit for the term of this agreement.

3. Retirement

The City agrees to pay the eight (8%) toward the employee contribution to the Public Employees Retirement System (PERS). The City's plan is based on a full formula benefit and single highest year basis. If for any reason costs to the City shall be reduced, any savings therefrom will inure to the City.

The City further agrees to amend its current contract with the Public Employees' Retirement System to the 2.5% at 55 formula for all members.

4. Social Security

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

5. Deferred Compensation

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

6. Holidays

The City Holiday schedule shall remain as set forth in Article VIII herein.

7. Training

The City will continue to make provisions for and provide materials and instructors for employees in the areas of Sexual Harassment

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Prevention, Customer Service, Public Liability and CPR or First-Aid Certification.

8. Recall

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

9. Direct Deposit of Payroll Checks

The City will agree to this process if all employees agree to participate.

10. Health & Safety Committee

The City agrees to establish a Health and Safety Committee including general employees, management employees, the LIUNA representative and the Human Resources Director.

E. PUBLIC CONTACT

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

**ARTICLE VII  
HOLIDAYS & WORK SCHEDULE**

A. HOLIDAYS

The following Holidays will be observed beginning July 1, 2002, or as adjusted by advance resolution to meet business needs:

- |     |                           |                            |
|-----|---------------------------|----------------------------|
| 1.  | January 1                 | New Year's Day             |
| 2.  | Third Monday in January   | Martin Luther King Jr. Day |
| 3.  | Third Monday in February  | President's Day            |
| 4.  | Last Monday in May        | Memorial Day               |
| 5.  | July 4                    | Independence Day           |
| 6.  | First Monday in September | Labor Day                  |
| 7.  | Second Monday in October  | Columbus Day               |
| 8.  | November 11               | Veteran's Day              |
| 9.  | Last Thursday in November | Thanksgiving Day           |
| 10. | Friday after Thanksgiving | Day after Thanksgiving     |

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- 11. December 25 Christmas Day
- 12. Floating Holiday Employee Designation

13. The City also observes a full work day before Christmas as a holiday for one half of the employees and a full work day before New Year’s for the other half of the employees, with the provision that the Department Manager may have to decide which employees get which day, based on the departmental needs and requirements.

**B. WORK SCHEDULE**

9/80 Plan

Pursuant to the regulations adopted by the U.S. Department of Labor/Wage-Hour Division, the City and Union agree to adopt the so called 9-80 plan, whereby on a departmental basis, as approved by the City Manager, unit employees shall be scheduled to work on a regular work schedule of nine (9) days of ten (10 ) normal work days each during the two week work period (80 hours). Usually employees working thusly shall work 36 hours in one week and 44 in another, although this may vary.

EXAMPLE:

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

For Employees scheduled under this section, overtime shall be paid for time worked in excess of eighty (80) hours in said two-week period. Vacation leave and sick leave shall be taken in keeping with established policy and assessed on an hourly basis. Holidays shall continue to be observed on a daily basis. When a holiday falls on a Friday on which no work is scheduled under the City’s 9/80 plan, employees will be given an additional floating holiday.

Schedule Changes

The City will make its best efforts to notify employees of changes in work schedule two weeks in advance.

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**ARTICLE IX  
SAVINGS CLAUSE**

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

**ARTICLE X  
GENERAL CONDITIONS**

**A. PEACEFUL PERFORMANCE**

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

**B. NON-DISCRIMINATION**

- a) The City and Union agree that neither party will illegally discriminate or cause the other to discriminate against any employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, marital status, physical or mental disability or political affiliation, and agree to take such action as necessary to assure that this purpose is achieved.
- b) Alleged violations of this Section shall not be grievable under the grievance procedure contained herein.

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**ARTICLE XI  
COMPLETION OF BARGAINING**

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

Dated:

**ON BEHALF OF THE CITY OF  
LAKE ELSINORE**

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**GENIE KELLEY, MAYOR**

**APPROVED AS TO LEGAL FORM**

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**BARBARA LEIBOLD, CITY ATTORNEY**

**ON BEHALF OF UNITED PUBLIC  
EMPLOYEES OF CALIFORNIA,  
LIUNA, LOCAL 777**

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**CAROL GORDON, UNION STEWARD**

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**KATHIE DELGADO, REPRESENTATIVE**

**CITY OF LAKE ELSINORE**  
**POSITION/PAY RANGE SCHEDULE**  
**2002-2004**  
**EXHIBIT "A"**

<b><u>POSITION TITLE</u></b>	<b><u>SALARY RANGE</u></b>
Recreation Aide	7
Recreation Activity Leader Aide	8
Receptionist	10
Public Works Trainee	13
Swim Aide	13
Activity Leader Assistant	13
Recreation Activity Leader	15
Ranger Aide	15
Clerk/Typist I	20
Recreation Activity Leader II	20
Receptionist/Typist	21
Clerk/Typist II	25
Recreation Specialist	26
Account Clerk I	28
Recreation Program Coordinator	29
Graffiti Removal Technician	31
Maintenance Worker I	31
Mechanic Assistant	31
Account Clerk II	32

<b><u>POSITION TITLE</u></b>	<b><u>SALARY RANGE</u></b>
Clerk/Typist III	33
Maintenance Worker II	34
Secretary I	35
Parking Enforcement Officer	35
Account Clerk III	36
Deputy City Clerk	36
Mechanic	37
Site Coordinator	39
GIS Data Analyst	39
Secretary II	40
Accountant I	42
Engineering Technician	44
Building Permit Technician	44
Code Enforcement Officer	44
Planning Technician	45
Secretary III	45
Public Works Lead Worker	45
Administrative Analyst I	45
Benefits Coordinator/Account Clerk III	46
Executive Secretary	47
Building Inspector	47
Assistant Planner	47

**POSITION TITLE**

**SALARY RANGE**

Accountant II	49
Associate Planner	53
Senior Code Enforcement Officer	53
Parks & Facilities Supervisor	54
Street Supervisor	54
Administrative Analyst II	54
Accountant III	56
Senior Building Inspector	56
Chief Mechanic	57
Senior Planner	59
Senior Engineering Technician/GIS Administrator	59
Accountant III/Systems Coordinator	61