

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
LA HABRA, HEREINAFTER REFERRED TO AS "CITY" AND THE
FIELD SERVICES EMPLOYEES GROUP, HEREINAFTER
REFERRED TO AS "EMPLOYEES GROUP," FOR THE
PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016

SECTION I. Recognition:

- A. The City recognizes the La Habra Municipal Employees Association, hereinafter referred to as "Employees' Group," effective July 24, 2007, as the sole and exclusive bargaining agent for the Field/Maintenance Services Unit for the purpose of meeting and conferring, subject to the provisions of the Meyers-Milias-Brown Act.

The City and Employees' Group have both signed off on a separate side letter agreement dealing with agency shop. The side letter agreement will be incorporated into the Memorandum of Understanding. (Attachment 1)

- B. The La Habra Municipal Employees Association "Employee Group" is the only organization currently recognized to meet and confer with the City over wages, hours, benefits, and terms and conditions of employment pursuant to the Meyers-Milias-Brown Act and the Agency Shop agreement between the City and the Employee Group.

C. Scope of Representation:

1. Employees Group shall have the right of representing its members in all matters relating to employment conditions and employee/employer relations; including, but not limited to wages, hours and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity by law or executive order.
2. Representatives of City shall meet and confer in good faith with representatives of the Employees Group regarding wages, hours and other terms and conditions of employment.

D. Procedures:

Any further procedures, implementations, definitions or clarifications of rights of affected parties shall be established by City and Employees Group in accordance with State law.

SECTION II. Management Rights:

All rights of City not specifically limited by the terms of this "Memorandum of Understanding" (hereinafter referred to as "MOU") are hereby reserved to City. The exclusive rights of City are included, but not limited to, the right to:

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign, classify, layoff and retain employees in positions with City.
- C. Discipline employees for proper cause.
- D. Take actions as may be necessary to carry out the mission of City in emergencies.
- E. Determine methods, means and personnel by which operations are to be carried on.
- F. Determine the budget, organization and the merits, necessity and level of activity of service provided to the public.

SECTION III. No Strikes, Slowdowns or "Sickouts":

- A. Employees Group agrees, on behalf of itself and each of its members, that neither Employees Group nor its members shall engage in a strike, work stoppage or slowdown, or shall use sick leave as a method of not reporting as assigned for regular work schedule.
- B. In the event of any dispute between Employees Group and/or its members and City, the parties agree to utilize the here-established procedures for resolving such dispute.
- C. In the event that State or Federal law changes regarding a City employee's right to strike, City agrees to meet and confer on such change within thirty (30) days of the effective date of the change.

SECTION IV. Field Services Group Rights:

A. **Representatives:**

- 1. Employees Group has the right to designate employee representatives and alternate representatives. Employees Group shall advise the City Manager's office as to its designees.

2. Employees Group representatives are permitted to investigate and process grievances during working periods. Such representation is to be approved by the highest-ranking, on-duty supervisor within the department and said representation activities during working hours shall not interfere with work functions nor departmental activities. Representation shall be limited to one representative. All grievance procedures shall be in accordance with the adopted "Personnel Manual" of City and attached Grievance Procedure ("Exhibit B"). Permission for employee representation, as set forth in these provisions, shall not be unreasonably withheld.

B. Representation:

Employees shall be entitled to representation upon request of an employee(s) concerning matters within the scope of employment relations. All employee representation and grievance shall be filed as outlined in the grievance procedures of City's "Personnel Manual" and attached Grievance Procedure ("Exhibit B").

SECTION V. Proximity to Work:

The nature of Employees Groups' jobs is reacting as rapidly as possible to emergency situations. It is the responsibility of off-duty personnel to be reasonably available to be summoned back to work to provide emergency services. Effective July 1, 1979, all Employees Group employees shall reside within one hour's driving time to the City Yard. This policy shall not affect those employees currently living outside of a one-hour radius, with the exception that, should current residency be changed, the proximity-to-work requirement could be enforced. Also, sleeping accommodations shall be furnished for the water-duty man. The water-duty man shall not be provided with the "Duty water truck" if he resides more than twenty (20) minutes' driving time from the City Yard.

SECTION VI. Salary Schedule: see attached "Exhibit A"

A. Salary:

MOU (07/01/14-06/30/15)

Effective July 1, 2014, the City will agree to add a new merit based two and one-half percent (2.50%) top step for all employees (Step H). Employees will be eligible for the new top step on their regular salary anniversary date if they receive an overall performance evaluation rating of "Competent" or better.

MOU (07/01/15-06/30/16)

Effective July 1, 2015, the City will increase Step H by 2.50%.

Effective June 27, 2015, the City will provide a one percent (1%) Cost of Living Adjustment to all employees.

B. One-time Adjustment:

MOU (07/01/15-06/30/16)

Prior to June 26, 2015, the City will provide a one-time lump sum pay adjustment of two and one-half percent (2.50%) to all full-time employees. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 x .025

C. Salary Steps:

MOU (07/01/02-06/30/04)

Effective October 1, 2002, employees who have been at Step F for period of two years will be eligible for Step G. Employees who have not been at Step F for a period of two years as of October 1, 2002, will be eligible for Step G on their salary anniversary date, after completion of two years at Step F. Movement to Step G is based on merit and subject to department head approval. The City and Employees' Group have agreed on the eligibility dates for employees to move from Step F to Step G.

MOU (07/01/04-06/30/05)

Effective October 1, 2004, City and Group agree to adjust the time period between Steps E through G to a period of one year. Step increases are based on merit. Employees will be eligible on their next salary anniversary date following October 1, 2004.

SECTION VII. Vacation Schedule and Compensatory Leave:

A. The following vacation schedule shall be effective for all employees of Employees Group as of their employment anniversary date, effective the date of agreement:

<u>Anniversary Date Prior to January 1, 1983</u>	<u>Anniversary Date on January 1, 1983, or later</u>	<u>Days of Vacation</u>
1 through 4 years	1 through 9 years	12 days
5 through 10 years	10 through 15 years	17 days
11 through 15 years	16 through 19 years	19 days
16 years and over	20 years and over	22 days

MOU (07/01/02-06/30/04)

Pursuant to Personnel Rules and Regulations, Section 502.2 (12), the maximum allowable accumulation of vacation leave shall be two (2) years of annual accrual. Employees will not accrue vacation hours in excess of this amount. This rule will be reinstated effective January 1, 2003.

- B. Beginning January 1, 1974, employees with five (5) years' service with City may substitute 25 percent of their annual unused sick leave for an equal amount of vacation time. Employees shall make such written determination in January of each year, on an appropriate form provided by City. The additional vacation may be taken as individual days added on to an employee's vacation, subject to approval of the employee's department head. The remaining unused sick leave shall remain in reserve for the employee's use when sick or injured, however, the employee will receive no percentage of this unused sick leave upon termination.
- C. MOU (07/01/11-06/30/12)
Vacation/compensatory time requests shall be submitted for approval to the employee's supervisor in an amount of time in advance that is equal to the amount of time being requested off, except that there will be a minimum of 72 hours' notice for all time off requested of less than three days. Emergency requests for time off will be considered and at the discretion of the supervisor based on operational needs. An overtime shift worked by an employee in a call-out situation that results in the immediate use of vacation time shall not be subject to the 72 hour provision.
- D. MOU (07/01/14-06/30/15)
Effective July 1, 2014, employees may buy back up to a maximum of 80 hours of vacation in a fiscal year, provided the employee uses an equivalent number of hours of vacation as time off (i.e., one hour of vacation time off for one hour of vacation buy back) during the same fiscal year. Employees who do not use the required number of vacation hours as time off by the end of the fiscal year will not be permitted to buy back any additional hours until they have used the required number of hours as time off.
- E. MOU (07/01/13-06/30/14)
The City and Employees Group agree to reduce the maximum compensatory time accrual cap from 240 hours to 120 hours.
- F. MOU (07/01/13-06/30/14)
Employees requesting time off will not be permitted to be Absent Without Pay (AWOP) if they have eligible vacation and/or compensatory leave available, unless there are extenuating circumstances which are presented in writing and approved, in advance, by the Department Director.

SECTION VIII: Holiday Schedule:

- A. The following is the holiday schedule for Employees Group:
1. New Year's Day (January 1)
 2. Washington's Birthday (Third Monday in February)
 3. Memorial Day (Fourth Monday in May)
 4. Independence Day (July 4)
 5. Labor Day (First Monday in September)

6. Veteran's Day (November 11)
7. Thanksgiving Day (As proclaimed by the State or Governor)
8. The day following Thanksgiving Day
9. Christmas Day
10. Floating Holiday (Either the first working day before Christmas or the first working day before New Year's Day)

B. MOU (07/01/91-06/30/92)

Employees will receive two personal days each year as paid holidays. Personal days may be used in 1-hour increments to supplement an 8-hour holiday. An employee is not eligible for personal days during probation. Personal days do not carry over from year to year and require prior department approval, which will not be unreasonably withheld.

MOU (07/01/04-6/30/05)

Effective October 1, 2004, City and Employees' Group agree to increase the number of personal hours from 16 hours per fiscal year to 18 hours per fiscal year. All other provisions regarding the use of personal time remain unchanged.

C. MOU (07/01/00-06/30/02)

Effective July 1, 2000, holidays will be compensated at the same numbers of hours an employee works in a workday.

D. **Holiday Pay:**

Holiday pay will be paid to employees who work the day before and the day following that holiday. Paid sick leave or paid vacation time will count as days worked.

SECTION IX. Health Insurance:

The City requires all members to carry a minimum of \$2000 life insurance, single coverage dental, and single coverage health.

A. **Opt Out Provision:**

MOU (07/01/94-06/30/96)

City is willing to pay each employee choosing to opt-out of the medical plan \$150 per month which shall constitute the maximum monthly City contribution to that employee for the opt-out bonus and all other benefits required and/or those that are optional. The employee shall provide proof of medical coverage.

MOU (07/01/14-06/30/15)

Effective December 1, 2014, the City will increase the opt out contribution by \$40 per month to a maximum of \$190 per month.

B. **City Insurance Contribution:**

MOU (07/01/14-06/30/15)

Effective December 1, 2014, the City will increase its current insurance contribution by \$75 per month to a maximum of \$970 per month on a use or lose basis.

MOU (07/01/15-06/30/16)

Effective January 1, 2016, the City will increase its current insurance contribution by \$75 per month to a maximum of \$1045 per month on a use or lose basis.

MOU (07/01/13-06/30/14)

The City will provide enhanced Delta dental insurance plan coverage (subject to approval by all affected bargaining groups), effective January 1, 2014, with any resulting increase in premium costs to be paid from the City's monthly insurance contribution, if available. Premium costs in excess of the City's contribution will be paid by the employee.

MOU (07/01/13-06/30/14)

The City will provide vision plan coverage, effective January 1, 2014, on a voluntary basis with premium costs to be paid from the City's monthly insurance contribution, if available. Premium costs in excess of the City's insurance contribution will be paid by the employee.

SECTION X. Uniforms/Tools:

A. **Uniforms:**

City will provide employees affected by this agreement with eleven (11) pairs of pants and eleven (11) shirts as uniforms approved by the appropriate department head and to be used only when working for City.

B. **Safety Shoes:**

It is the City's interpretation of applicable laws that each member of Employees Group shall be required to wear approved safety shoes. During the meet-and-confer process, safety shoe requirements were discussed.

MOU (07/01/08-06/30/09)

Effective July 1, 2008, the City's reimbursement for the purchase of required safety shoes and safety shoe-related items shall be increased from \$150 to \$200 per year. All such reimbursement shall be on a use or lose basis and shall be provided upon submittal of receipts.

C. **Tools:**

MOU (07/01/15-06/30/16)

Effective July 1, 2015, the City agrees to pay mechanics and equipment service workers, who are required to provide their own tools, a tool allowance of six hundred (\$600.00) dollars per year, payable in August, to employees in these classifications.

SECTION XI. Employee Longevity:

MOU (07/1/98-06/30/01)

Effective December 31, 1998, the 3% longevity program for employees with 10 or more years of service is discontinued. Employees will no longer receive longevity pay. In lieu of the longevity program, the salary schedule has been extended to include an F-Step. For initial eligibility and placement on the F-Step, the following provisions apply:

A. **Year 1 (07/01/98- 06/30/99)**

1. Employees who are currently receiving longevity pay will go to F-Step on either 07/04/98, or on their salary anniversary date. Employees who have already received their longevity pay this year (prior to 07/01/98), will go to F-Step on 07/04/98.
2. Employees who haven't received their longevity pay prior to 07/01/98, will be eligible to receive their longevity pay (3%) only through 12/31/98, and then will go to F-Step on their salary anniversary date.

B. **Year 2 (07/01/99- 06/30/00)**

Employees hired in 1989 and 1990, who have been at E-Step for two years, will be eligible for F-Step on their salary anniversary date.

C. **Year 3 (07/01/00- 06/30/01)**

Employees who have been at E-Step for two years will be eligible to go to F-Step on their salary anniversary date.

Movement to F-Step is based on merit and subject to department head approval. City and Group have agreed on the placement of employees on the salary schedule and future eligibility dates.

SECTION XII. PERS/Employee Contribution:

- A. Effective the first pay period in July 1981, City will pay Employee Group employees' portion of their contribution to Public Employees' Retirement System according to Section 20615, with the payment being credited to the individual employee's account. Effective with employees hired January 1, 1983 and later, City will not pay the employee's portion of PERS.

Effective December 31, 1988, upon completion of three years of continuous service, City will pay one-half of employee's contribution to the Public Employees' Retirement System, according to Section 20615; and upon completion of six years of continuous service, City will pay the employee's entire contribution of PERS.

B. MOU (07/01/98-06/30/01)

Effective July 1, 1999, City agrees to amend the Public Employees' Retirement contract to provide Section 21354 (2% @55 Formula).

C. MOU (07/01/00-06/30/02)

City agrees to amend the Public Employees' Retirement contract to provide Section 20042 (One-Year Final Compensation).

D. MOU (07/01/10-06/30/11)

All employees hired on or after July 1, 2010 shall be required to pay the full seven (7) percent of PERS eligible income as the Employee Share. The payment will be made on a pre-tax basis, as allowed by the Internal Revenue Code.

E. MOU (07/01/11-06/30/12)

City shall amend the contract with the Public Employees Retirement System (CalPERS) for all new hires to have the 2%@60 formula. In addition, retirement shall be based on an average of the three highest years of salary for new hires. Should any of the City's other represented bargaining units not agree to a two-tiered retirement formula, this section shall become null and void.

F. MOU (07/01/13-06/30/14)

Effective with the first payroll period including July 1, 2013, employees who were hired before July 1, 2010 shall contribute three percent (3%) of their compensation to fund CalPERS pension costs. Employee contributions shall be made through payroll deductions. This provision shall have no effect on employees who were hired on or after July 1, 2010.

G. MOU (07/01/13-06/30/14)

City will provide an early retirement incentive program for those electing to retire on or before December 31, 2013. The incentive shall consist of 24-months of continued medical insurance contributions from the date of retirement in an amount not to exceed the regular insurance contribution by the City for the bargaining unit.

H. MOU (07/01/13-06/30/14)

The City will work with the group to establish Retiree Health Savings accounts for group employees based on plan parameters as determined by the employees and approved by the City and its plan provider.

I. MOU (07/01/14-06/30/15)

Effective with the first payroll period including July 1, 2014, employees who were hired before July 1, 2010 shall contribute seven percent (7%) of their compensation to fund CalPERS pension costs. Employee contributions shall be made through payroll deductions. This provision shall have no effect on employees who were hired on or after July 1, 2010.

J. MOU (07/01/14-06/30/15)

Effective January 1, 2015, employees are required to contribute a minimum of \$10 per month to their Retiree Health Savings accounts and the City agrees to provide a matching contribution, not to exceed \$10 per month by the City. This benefit is subject to the plan being established and approved for mandatory participation by all group members.

K. Side Letter Dated 06/24/14

Effective July 1, 2014, the City will provide an early retirement incentive program for those electing to retire on or before December 31, 2014. The incentive shall consist of 24 months of continued medical insurance contributions from the date of retirement in an amount not to exceed the regular insurance contribution by the City for the bargaining unit. This benefit is limited to two retirement eligible employees and will be provided on a first come-first served basis based on the date and time that retirement paperwork is received by the Acting Director of Human Resources.

SECTION XIII. Call-out and Stand-by Time:

A. Call-out and stand-by time will be modified as follows:

1. MOU (07/01/02-06/30/04)

The Public Works Director or the designated supervisor will determine if an employee is qualified to perform stand by duty. The criteria for determining which employees are qualified for standby duty are based on the following:

- Knowledge of duties/demonstrated ability to perform tasks
- Independent judgment/ability to make sound decisions
- Excessive unexcused sick leave usage
- Ability to arrive to the City within 30 minutes
- Experience in City/familiarity with City systems and operations
- Knowledge of safety procedures and proper traffic delineation

2. While on stand-by duty, the employee shall be available to do the following:

- Be capable of responding immediately to calls for service
- Remain within 30 minutes from their work station
- Refrain from activities which might impair their ability to perform assigned tasks
- Be reachable by telephone or beeper

3. Qualified employees will not be eligible to take standby duty if the employee leaves work sooner than 2 hours before the end of the work day, does not attend work because of an illness, or is on leave. An employee will be eligible to resume standby duty after the employee returns to regular duty.

B. Definitions:

1. **Standby Duty:**

Standby duty is when qualified personnel are designated to be on-call and prepared to respond to a call for service after normal work hours, on weekends, and holidays. The employee is to acknowledge to the City within ten minutes of receiving the call, and the employee is to respond/report to the incident location, or City Yard within 30 minutes of acknowledging the call. The duty person will be assigned a vehicle to utilize for travel to any call outs received. In addition, personnel are allowed to travel in the City vehicle from their worksite to and from their residence the time they are assigned standby duty. The vehicle shall not be utilized for any other purposes than those identified above. Standby hours will be compensated at the employee's straight time hourly rate.

2. **Standby duty for Public Works personnel will be as follows:**

	Water Division	Street Division	Fleet Division
Monday	2 hours		
Tuesday	2 hours		
Wednesday	2 hours		
Thursday	2 hours		
Friday	2 hours	2 hours	2 hours
Saturday	4 hours	4 hours	4 hours
Sunday	4 hours	4 hours	4 hours
Total	18 hours	10 hours	10 hours

Standby duty is assigned to water personnel seven (7) days a week. Fleet Maintenance and Street Maintenance are assigned standby duty on Friday, Saturday, Sunday, and holidays. The personnel assigned standby duty will cover holidays that fall within that week. All employees assigned standby duty on a City observed holiday will receive an additional four (4) hours of standby pay for that day.

3. MOU (07/01/10-06/30/11)

City proposes to establish a voluntary seven-day-per-week standby duty for qualified employees in the Parks Division and to expand the standby duty for Streets Division employees from three days to seven days, under the same terms and conditions already established for employees in the Water/Sewer Division. The standby duty for Water, Parks and Street Divisions will be as follows:

	Water/Parks/Streets	Fleet Division
Monday	2 hours	
Tuesday	2 hours	
Wednesday	2 hours	
Thursday	2 hours	
Friday	2 hours	2 hours
Saturday	4 hours	4 hours
Sunday	4 hours	4 hours
Total	18 hours	10 hours

Holiday standby is four hours. Standby hours for the Fleet Division remain unchanged.

In all instances where members of this group are called out they will receive a minimum of two hours of pay for that call out. All standby and call-out pay will be straight time hourly rates.

SECTION XIV. Overtime:

A. Overtime of a scheduled nature will be provided to City employees in the order of seniority by rotation. In an emergency situation, overtime will be offered to City employees on a rotating call-out basis. Management retains the right to require employees to work overtime.

B. MOU (07/01/89- 06/30/90)

Employees of this group will be paid 1.5X additional pay for time actually worked when called out on a holiday (does not apply to duty man) provided they worked the scheduled day preceding and succeeding the holiday.

C. MOU (07/01/94-06/30/96)

If an employee is held over after working entire regularly scheduled shift and works more than 16 hours total, then the employee shall be compensated at time and one-half (1-1/2X) for those hours in excess of regularly scheduled shift without regard to 40 hour work week with the provision that if an employee leaves the work site and is called back within 3 hours he/she will receive the same benefits.

D. **Scheduled Overtime:**

Scheduled overtime are any work hours that are scheduled and assigned by the supervisor and acknowledged by the employee, which occur outside of the employee's work schedule. These hours will be established prior to the end of the last regularly scheduled workday prior to the occurrence of the assigned work hours. Any employee assigned to work scheduled overtime will be paid a minimum of one hour at either 1.5 times the employee's hourly rate, or the applicable overtime rate (straight time up to 40 hours in a work week). If the assignment takes over one hour in length, then the employee will be compensated for the actual time worked at either 1.5 times the employee's hourly rate, or the applicable overtime rate (straight time up to 40 hours in a work week).

E. **Unscheduled Overtime:**

Unscheduled overtime are any hours worked for an unscheduled event or request to work made to the employee outside of the timeframe described under scheduled overtime. These are generally responses made by standby duty personnel, or employees called by the standby duty personnel, to events of an emergency nature, or requiring an immediate response.

MOU (07/01/08-06/30/09)

Any employee called out to work an unscheduled event shall be compensated at a minimum of two hours at 1.5 times the employee's hourly rate. If the assignment takes over two hours in length, then the employee will be compensated for the actual time worked at either 1.5 times the employee's hourly rate, or the applicable overtime rate (straight time up to 40 hours in a work week).

F. **Holiday Call-Out:**

Employees of this group will be paid 1.5 times additional pay for time actually worked when called out on a holiday (does not apply to duty person) provided they worked the scheduled day preceding and succeeding the holiday.

G. Employees who work overtime (scheduled or unscheduled) will be compensated as required by the Fair Labor Standards Act. For the purposes of calculating the hours worked in a given work week, holidays, vacation, and personal leave approved in writing by the employee's supervisor shall be considered as time worked in calculating the employee's work week. No employee shall be permitted to work overtime without the approval of his/her supervisor or department head.

This language shall supersede all previous agreements and determinations of Standby and Overtime of the Memorandum of Understanding between the Field Service Employees and the City of La Habra and is effective July 1, 2002.

SECTION XV. Rest Breaks:

MOU (07/01/08-06/30/09)

It is the City's policy to improve employee morale and productivity by providing rest breaks during the course of each workday.

- A. Each employee shall receive a rest break of fifteen (15) minutes at approximately the middle of every four (4) hours of work not broken by a meal period.
- B. The time for employee rest breaks shall be scheduled by each supervisor with appropriate regard for the work load.
- C. Time spent on rest breaks will be compensated as working time and employees are not required to sign out and in on their time cards.
- D. Unless otherwise approved by the department head, rest breaks must be taken on the employer's premises with the exception of Police, Fire and Field personnel.
- E. Employees on rest breaks are not permitted to interfere with fellow employees who are continuing to work.
- F. No food or beverage is permitted in the public areas of City buildings during rest breaks.
- G. Employees who choose to remain at work during rest breaks will not be entitled to leave before the normal quitting time or to combine their break time with the lunch period.
- H. Employees abusing the rest break privileges specified by this policy are subject to disciplinary action.

SECTION XVI. Sick Leave/Bereavement:

- A. Employees hired on or after January 1, 1983 will be credited with six hours of sick-leave time, during probation, per calendar month; and, after successful completion of probation will receive credit for eight hours of sick leave per month thereafter. Employees can utilize and be paid for sick leave during their probation period. These employees will have a maximum accumulation of 480 hours of sick leave and, upon completion of five years of continuous service, will be eligible for a 25 percent payoff upon termination from service.

MOU (07/01/08-06/30/09)

Effective July 1, 2008, probationary employees will be credited with 8 hours of sick leave per month.

MOU (07/01/15-06/30/16)

Effective July 1, 2015, employees may use their accrued sick leave if they are a victim of domestic violence, sexual assault, or stalking to obtain any relief or services related to being such a victim, including but not limited to:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

B. MOU (07/01/92-06/30/93)

Employees can utilize two (2) days of sick leave per year for care of immediate family living in their household. In addition, effective July 1, 1992, those employees in Employees Group with children age twelve (12) and under who live in the same house as the employee, shall be eligible to use an additional three (3) days (eight hour days) to care for children of the employee during illness/accident.

MOU (07/01/15-06/30/16)

Effective July 1, 2015, family sick leave will include the following family members:

- A child who, for the purposes of this policy, includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse.

- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

All other provisions regarding the accrual and use of family sick leave remain unchanged.

C. **Bereavement Leave:**

MOU (07/01/92-06/30/93)

Bereavement leave is extended to include grandparents and in-laws in the definition of immediate family, including parents-in-law, and brothers/sisters-in-law.

SECTION XVII. Extra Duties:

Employees who are required to perform duties above their classification on a temporary basis will be paid an additional five percent (5%) when they have performed this extra duty for three consecutive days or longer; and, in these instances, the additional pay will be from the first day of additional duty.

SECTION XVIII. Required Education:

- A. For those courses required for certification because of state regulations, employees required to attend school will be paid at the prevailing minimum wage for those hours of actual class attendance outside of scheduled working hours while acquiring these certificates.
- B. MOU (07/01/98-06/30/01)
Effective November 22, 1998, Senior Workers (M-70) will be paid \$100.00 per month for the following required certifications: Pest Control Advisor's Certification; Water Treatment II Certification. Employees will receive the extra pay only if the certification is required of their position, and only when the employee provides proof of certification. This certification pay is in-lieu of 2.5% previously paid for the Pest Control Advisor's Certification.
- C. **Certification Incentive Pay:**
MOU (07/01/05-06/30/06)
Effective July 1, 2005, employees in the Water and Sewer divisions will be eligible for the following certification incentive pay:

Water Division Employees
Water Distribution System Operator Certification

Position	Minimum Grade Required	Grade Eligible for Certification Incentive Pay
M-20/W Water Services Technician I	2	3 and above
M-30/W Water Services Technician II	2	3 and above
M-40/W Water Services Technician III	2	3 and above
M-93/W Water Services Technician V	3	4 and above

Water Treatment System Operator Certification

Position	Minimum Grade Required	Grade Eligible for Certification Incentive Pay
M-20/W Water Services Technician I	1	2 and above
M-30/W Water Services Technician II	1	2 and above
M-40/W Water Services Technician III	1	2 and above
M-93/W Water Services Technician V	2	3 and above

Employees regularly assigned and working in the Water division are eligible for \$100 per month incentive pay for one of the above certifications (distribution or treatment), or are eligible for a maximum of \$150 per month incentive pay for two certifications (one in distribution and one in treatment). If an employee is promoted to a position that requires a higher-grade certification, then the employee will no longer receive the certification incentive pay until such time as he/she attains the higher grade eligible in their new classification.

Sewer Division Employees:
California Water Environment Association (CWEA) Certification

Position	Minimum Grade Required	Grade Eligible for Certification Incentive Pay
M-40/S Sewer Services Technician III	1	2 and above
M-93/S Sewer Services Technician V	2	3 and above

Employees regularly assigned and working in the Sewer division are eligible for \$100 per month incentive pay for one of the above certifications. If an employee is promoted to a position that requires a higher-grade certification, then the employee will no longer receive the certification incentive pay until such time as he/she attains the higher grade eligible in their new classification.

D. MOU (07/01/08-06/30/09)

Effective January 1, 2009, Mechanics who attain an Underground Storage Tank (UST) certificate shall receive \$50 per month compensation. Certification and compensation shall only continue as long as the certificate is valid and maintained.

E. MOU (07/01/15-06/30/16)

Effective July 1, 2015, employees in the classifications of equipment mechanic, senior equipment mechanic, and assistant fleet coordinator shall receive \$50 per month for each of the two ASE Master Level Mechanic Certifications (Master Level Heavy Truck and Master Level Automotive). Certification compensation shall only continue as long as the certificate is valid and maintained.

SECTION XIX. Nondiscrimination Clause:

City and Employees Group agree they shall not discriminate against any employee because of race, color, sex, age, national origin, handicap, religious or political opinions or affiliations. City has the right to modify any provision of this agreement to comply with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision, or provisions, of this agreement in compliance with State or Federal antidiscrimination laws.

SECTION XX. Safety Clause:

City and Employees Group agree to comply with all applicable federal, state and local laws and City of La Habra regulations which relate to occupational health and safety.

SECTION XXI. Personnel Manual:

All Employee Group grievance and seniority policies will apply as outlined in the procedures of City's Personnel Manual and attached Grievance and Lay Off procedures ("Exhibit B").

SECTION XXII. Worker's Compensation (Section 414, Resolution 11542):

Miscellaneous employees, while absent from work as a result of an on-the-job injury, shall be paid for the first three days (waiting period) by the City from their accumulated sick leave to fit Labor Code Section 4650; compensation payments to being the fourth day of disability.

SECTION XXIII. Scope of this Memorandum of Understanding:

It is understood and agreed that this Memorandum of Understanding affects and applies to only the La Habra Field Services Group and employees within the scope of their representation and the City of La Habra.

SECTION XXIV. Work Week:

- A. A modified work week has been enforced since 1981-82. This modified work week has covered the period of time from the beginning of daylight savings time until the end of daylight savings time. It is being extended to the month proceeding daylight savings time and the month following daylight savings time, for a total of eight months. Starting time will be the same the year around.
- B. MOU (07/01/92- 06/30/93)
Effective July 1, 1992, Parks and Trees divisions may work a modified work week for the period of time from the beginning of daylight savings time until the end of daylight savings time, for a total of six (6) months.
- C. MOU (07/01/02-06/30/04)
Employees will work a 9/80 work schedule all year, unless otherwise authorized and approved by the department director.

SECTION XXV. The City and Employees Group agree on the following:

- A. MOU (07/01/92-06/30/93)
City agrees to conduct an election for Employees Group to terminate State Disability Insurance effective January 1, 1993.
- B. MOU (07/01/02-06/30/04)
The City and Employees Group agree to the following: Remove Sections 301.2 (9) and 303.2 (16), from the Personnel Rules and Regulations, which allow for a Skelly hearing for promotional probationary employees.
- C. MOU (07/01/10-06/30/11)
City will meet and confer with the bargaining unit regarding the impacts associated with layoffs of employees in the bargaining unit. Layoff Procedures shall be according to the City's existing Personnel Rules.

SECTION XXVI. Separability:

MOU (07/01/11-06/30/12)

Should any provision of this Addendum be found to be inoperative, void, invalid by a court of competent jurisdiction or enacted change of law, all other provisions of this Addendum shall remain in full force and effect for the duration of this Addendum, and the parties shall meet and confer to discuss the impact or impacts of such change of law. If there is any legislation enacted during the term of this contract that prohibits an employer from paying the employee share of PERS, parties shall meet and confer to discuss a replacement benefit of comparable value with minimal impact on both parties.

All remaining terms and conditions of the existing Memorandum of Understanding not specifically modified herein shall remain in full force and effect.

EXECUTED this 3rd day of June, 2015 in the City of La Habra, California.

CITY OF LA HABRA

FIELD SERVICES EMPLOYEE GROUP
OF THE CITY OF LA HABRA

By: 
By: 

By: 
By: 
By: 


RECEIVED BY THE
PERSONNEL DEPT.
DEC 24 2008

**SIDE LETTER OF AGREEMENT
BETWEEN
THE LA HABRA MUNICIPAL CITY EMPLOYEES ASSOCIATION
(The Association)
AND
THE CITY OF LA HABRA
DEALING WITH
"AGENCY SHOP"**

1. Legislative Authority

The parties mutually understand and agree that under the Meyers Milias Brown Act (Government Code Section 3500 et seq.), all full time benefited employees represented by the La Habra Municipal Employees Association have the right to join or not join the Association. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees in the respective bargaining unit must either join the Association or pay to the Association a service fee in lieu thereof. Such service fee shall be established by the Association, and shall not exceed the per capita monthly fee paid by the Association for professional representation which, as of November 19, 2008, is \$15. per member per month. This amount is subject to increase subject to approval of a majority vote of the membership.

2. Association Dues/Service Fees

- (a) Agency Shop as used in this Article means an organizational security arrangement as defined in Government Code Section 3502.5 and applicable law.
- (b) Human Resources shall provide all current full time benefited employees and any full time employees hired thereafter, with an authorization notice advising them that Agency Shop for the Association has been enacted pursuant to state law and an agreement exists with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or provide proof of membership in a religious organization which holds historic opposition to membership in a labor organization. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have 30 calendar days from the date they receive the form to fully execute it and return it to the City's Personnel Office.
- (c) If the form is not completed properly or returned within 30 calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. The effective date of Association dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing 30 calendar days after receipt of the authorization form by the employee.
- (d) As to non-members objecting to the Association spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency fee charged shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members only

benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.

- (e). The Association shall comply with applicable law regarding disclosure and allocation of its expenses, notice to providers of their right to object, provision for agency fee payers to challenge the Association's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.
- (f). The Association shall make available, at the expense of the objecting party, an expeditious administrative appeals procedure to unit members who object to the payment of any portion of the representation service fee (agency shop fee). A copy of the appeal procedure adopted by the Association as of November 19, 2008 is attached hereto as Exhibit A. The Association shall provide the City with a copy of any amended procedure that may subsequently be adopted.
- (g). The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law.
- (h). The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

3. Religious Exemption

- (a) Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall upon presentation of active membership in such religion, body, or sect, not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association **Govt. Code Section 3502.5(c)**.
- (b) Declarations of or applications for religious exemption and any other supporting

documentation shall be forwarded to the Association within 14 calendar days of receipt by the City. The Association shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be made by regular payroll deductions only.

4. Rescission

The agency shop provision in this memorandum of understanding may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that:

- (a) A request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit;
- (b) The vote is by secret ballot;
- (c) The vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one rescission vote taken during that term. Notwithstanding the above, the City and the Association may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement [Govt. Code Section 3502.5(d)].
- (d) If a "rescission vote" is approved by unit members during the term of a current memorandum of understanding, the Association agrees not to petition for or seek Agency Shop status for the duration of the current memorandum of understanding.

5. Indemnification

The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation including claims relating to the Associations use of monies collected under these provisions **[Govt. Code Section 3502.5(b)]**, including but not limited to any claims that appeal procedures adopted by the Association are inadequate. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

The Parties hereto have caused this Side Letter of Agreement to be executed the 24th day of December, 2008.

City of La Habra

Dated: 1-5-09

By: Jennifer Curran
Management Representative

La Habra Municipal Employees Association

Dated: 12/2/08

By: John H. Brown
Chief Bargaining Representative

EXHIBIT A

Agency Shop Fee Objection Appeal Procedure

Any non-association member within a bargaining unit represented by the Association who objects to the Association's determination of the amounts chargeable as agency shop fees may file an appeal. The appeal must be in writing stating all grounds of the appeal including amounts being appealed. The written appeal shall be delivered to the Association President by certified U.S. Mail.

Upon receipt of the written appeal the parties shall select an arbitrator to determine if the Association's agency shop fees conform to allowable charges under California state law and if not in conformance how much the agency shop fee should be. The cost of the arbitrator shall be paid in advance by the party filing the appeal. The arbitrator shall conduct a hearing at the earliest available date on the arbitrator's calendar. Each party shall be given one hour to present their position to the arbitrator. All costs for witnesses certified court reporters and transcripts shall be the responsibility of the party calling the witness, requesting a certified court reporter or requesting transcripts.

The arbitrator shall issue a determination in writing within thirty calendar days of hearing the appeal. The appealing party shall carry the burden of proof. The arbitrator's decision shall be final and binding.

The Association shall not be obligated to accept an appeal from persons no longer employed by the City of La Habra or on issues previously heard by an arbitrator pursuant to this appeal process. The amount of monthly fees paid by the Association to its consultant for professional representation shall not be subject to challenge or appeal under this procedure.

EXHIBIT "A"

EFFECTIVE JUNE 27, 2015

START AFTER MERIT + ONE YEAR
 RATE 6 MOS -----IN PRIOR STEP-----
 RANGE STEP A STEP B STEP C STEP D STEP E STEP F STEP G STEP H

ASSISTANT FLEET COORDINATOR	M-95	22.966	24.114	25.319	26.585	27.915	29.310	30.776	32.315
ASSISTANT FLEET COORDINATOR*	M-95/1	21.700	22.785	23.924	25.121	26.377	27.695	29.080	30.534
BLDG MAINTENANCE WORKER	M-60	18.217	19.128	20.085	21.089	22.143	23.250	24.413	25.634
BLDG MAINTENANCE WORKER*	M-60/1	17.214	18.074	18.978	19.927	20.923	21.969	23.068	24.221
CUSTODIAN	M-10	15.128	15.884	16.678	17.512	18.388	19.307	20.272	21.286
CUSTODIAN*	M-10/1	14.294	15.009	15.759	16.547	17.374	18.243	19.155	20.113
EQUIPMENT MECHANIC	M-80	19.880	20.875	21.918	23.014	24.165	25.373	26.642	27.974
EQUIPMENT MECHANIC*	M-80/1	18.785	19.724	20.711	21.746	22.833	23.975	25.174	26.432
MAINTENANCE CRAFTSWORKER	M-90	19.263	20.226	21.238	22.299	23.414	24.585	25.814	27.105
MAINTENANCE CRAFTSWORKER*	M-90/1	18.202	19.112	20.067	21.071	22.124	23.230	24.392	25.612
MAINTENANCE LABORER	M-20	14.802	15.542	16.319	17.135	17.992	18.891	19.836	20.828
MAINTENANCE LABORER*	M-20/1	13.986	14.686	15.420	16.191	17.000	17.850	18.743	19.680
MECHANIC TRAINEE	M-20A	13.685	14.369	15.088	15.842	16.634	17.466	18.339	19.256
MECHANIC TRAINEE*	M-20A/1	12.931	13.578	14.257	14.969	15.718	16.504	17.329	18.195
SENIOR EQUIPMENT MECHANIC	M-85	20.878	21.922	23.018	24.169	25.377	26.646	27.978	29.377
SENIOR EQUIPMENT MECHANIC*	M-85/1	19.727	20.714	21.749	22.837	23.979	25.178	26.437	27.758
SENIOR SERVICE WORKER	M-70	19.959	20.957	22.005	23.105	24.261	25.474	26.747	28.085
SENIOR SERVICE WORKER*	M-70/1	18.860	19.803	20.793	21.832	22.924	24.070	25.274	26.537
SERVICE WORKERS	M-40	17.066	17.920	18.816	19.756	20.744	21.781	22.870	24.014
SERVICE WORKERS*	M-40/1	16.126	16.932	17.779	18.668	19.601	20.581	21.610	22.691
SEWER SERVICES TECHNICIAN III	M-40S	17.735	18.622	19.553	20.531	21.558	22.635	23.767	24.956
SEWER SERVICES TECHNICIAN III*	M-40S/1	16.758	17.596	18.476	19.400	20.370	21.388	22.458	23.581
SEWER SERVICES TECHNICIAN V	M-93S	21.364	22.433	23.554	24.732	25.968	27.267	28.630	30.062
SEWER SERVICES TECHNICIAN V*	M-93S/1	20.187	21.196	22.256	23.369	24.538	25.764	27.053	28.405
SWEEPER OPERATOR	M-50	18.217	19.128	20.085	21.089	22.143	23.250	24.413	25.634
SWEEPER OPERATOR*	M-50/1	17.214	18.074	18.978	19.927	20.923	21.969	23.068	24.221
UNSKILLED LABORER	M-00	10.161	10.669	11.203	11.763	12.351	12.968	13.617	14.298
UNSKILLED LABORER*	M-00/1	9.601	10.081	10.585	11.115	11.670	12.254	12.867	13.510
WATER SERVICES TECHNICIAN I	M-20W	15.690	16.474	17.298	18.163	19.071	20.025	21.026	22.077
WATER SERVICES TECHNICIAN I*	M-20W/1	14.825	15.567	16.345	17.162	18.020	18.921	19.868	20.861
WATER SERVICES TECHNICIAN II	M-30W	17.191	18.050	18.953	19.901	20.896	21.940	23.037	24.189
WATER SERVICES TECHNICIAN II*	M-30W/1	16.244	17.056	17.909	18.804	19.744	20.731	21.768	22.856
WATER SERVICES TECHNICIAN III	M-40W	18.090	18.995	19.944	20.942	21.989	23.088	24.243	25.455
WATER SERVICES TECHNICIAN III*	M-40W/1	17.093	17.948	18.846	19.788	20.777	21.816	22.907	24.052
WATER SERVICES TECHNICIAN IV	M-60W	18.582	19.511	20.486	21.511	22.586	23.715	24.901	26.146
WATER SERVICES TECHNICIAN IV*	M-60W/1	17.558	18.436	19.358	20.325	21.342	22.409	23.529	24.706
WATER SERVICES TECHNICIAN V	M-93W	21.364	22.433	23.554	24.732	25.968	27.267	28.630	30.062
WATER SERVICES TECHNICIAN V*	M-93W/1	20.187	21.196	22.256	23.369	24.538	25.764	27.053	28.405

* Hired on or after 07/01/2010

Exhibit "B"

GRIEVANCE PROCEDURE

A. GENERAL

It is desirable for any variation in the orderly conduct of City employment to be settled expeditiously. Supervision includes the responsibility for problem solving and as such whenever possible any dispute concerning working conditions should be resolved at the operating level. However, it may become necessary for employees to have a formal procedure for airing an issue or grievance beyond the level of first line supervision.

1. An Employee in the competitive service or their representative may present a grievance to the City with respect to an issue or dispute concerning the interpretation or application of an M.O.U., a resolution, ordinance, rules and/or regulations governing employment relations; or of the practical consequences of City rights decisions with respect to wages, hours or conditions of employment.
2. If a grievance is filed, it must bear the signature of at least (1) employee who has been grieved, or who represents a grieved class. In addition, it will contain the following information.
 - a. Action being grieved
 - b. Date of occurrence
 - c. Basis of grievance (specific violation)
 - d. Remedy sought
3. The grievance procedure, except as otherwise set forth, shall not apply to the "Meet and Confer" process. No employee shall be interfered with intimidated, restrained, coerced or discriminated against by the City because of the exercise of grievance rights.
4. A grievance must be filed within five (5) working days of the time grievant knew, or in the exercise of reasonable diligence should have known, of the event giving rise to the grievance. Failure to process a timely grievance shall act as a bar to the claim alleged. The issue of timeliness shall constitute an appropriate issue for determination by the Hearing Officer. In the event the Hearing Officer determined that a grievance was submitted in an untimely manner, the Hearing officer shall not consider the matter. The time limits specified at any step in this procedure may be extended in any specific action by mutual agreement of the parties.
5. Grievances pertaining to suspension, or discharges, and grievances which allege an effect upon employees of more than one (1) unit or division shall be filed at the Step 2 level. All other grievance shall be filed at Step 1.
6. The City shall provide forms and/or documents to be utilized under this procedure.
7. Employer grievances shall be filed with the employee association/union at Step 3.

8. Appeals to higher steps will be made by the dissatisfied party in writing stating reason for appeal.

B. STEPS OF GRIEVANCE PROCEDURE

STEP 1 The grievance shall be presented to the employee's First Level Supervisor in a timely manner (5 days) in writing on an appropriate form. The First Level Supervisor shall discuss the matter with the grievant as soon as practicable, but no later than three working days after submission. Every effort should be made to settle the grievance at this level. The grievance shall be answered and a copy forwarded to the Personnel Administrator by the Department Head with the basis of settlement, if any, noted and acknowledged as to the satisfaction of the grievant within three (3) working days of original submission of the grievance.

STEP 2 If the grievance is not settled at Step 1, which shall be noted on the grievance, it shall be presented to the Department Head, within three (3) working days after completing Step 1. The Department Head may direct the First Level Supervisor to discuss the matter again with the grievant, and/or will arrange for a grievance meeting. Such grievance meeting shall take place as soon as practicable, but in no event later than five (5) working days from the date of receipt by the Department Head. The Department Head shall file a written answer to the grievant in person, or via certified U.S. mail no later than three (3) working days after such meeting with copy to Personnel Officer.

STEP 3 If the grievance is not settled in Step 2, it shall be presented to the City Manager or his designee within three (3) working days after completion of Step 2, and the City Manager or designee shall meet with the grievant within three (3) working days after presentation to the City Manager.

STEP 4 If the grievance is not resolved in Step 3, either party to the dispute may submit a request, through the City Manager, to initiate hearings (2) in accordance with procedure contained in this section. The request shall be submitted in writing within ten (10) calendar days after completion of Step 3, with a copy served by certified mail upon either party.

C. PROCEDURES FOR STEP 4 – THIRD PARTY HEARING

1. The City Manager or his designee and the employees representative shall request a panel of 5 hearing officers from the California Mediation and Conciliation Service. A single hearing officer will be selected from this panel by means of alternate striking off. Other methods of determining a hearing officer are acceptable if mutually agreeable.
2. All expenses and compensation of the hearing officer shall be shared equally by the parties after approval of City Council.
3. The hearing officer shall commence the hearing as soon as practicable.
4. Each party to the dispute shall have an opportunity to present material and relevant evidence and to subpoena and cross examine witnesses.

5. When the hearing officer ascertains that the hearing has been completed, he shall issue a report to the City Manager of findings and recommendations as soon as possible (30 days maximum). All recommendations shall be advisory.
6. The hearing officer shall not have the power to add, to modify, amend or delete any terms or provisions of M.O.U.'s rules, regulations, ordinances or resolutions.
7. The City Manager shall make final determination and communicate such determination to the grievant (or their representative) and to the Department Head.

LAYOFF

The appointing authority may layoff an employee in the competitive service because of material change in duties or organization or shortage of work or funds. Fourteen (14) calendar days prior to the effective date of layoff, the appointing authority shall notify the Personnel Administrator and the affected employee of the intended action with reasons therefore. Those designated "layoff" shall have their names placed on the appropriate reemployment lists for all classes which, in the opinion of the Personnel Administrator, require basically the same qualifications, duties and responsibilities of those of the class from which the layoff was made.

Seniority within the job classification shall be observed in effecting a layoff and the order of layoff shall be in reverse order of cumulative time served in the job classification upon the effective date of the layoff. An employee laid off may request in lieu of layoff a reduction to the next lower job classification in which he previously held permanent status in which instance he would retain the seniority of the time served in such classification and higher classification from which he was laid off. Classification seniority is city wide.

When circumstances are such that the city is hiring individuals for positions in classes which have reemployment lists, and when the city actually hires from such lists, the city shall hire in the reverse order of layoffs individuals who are qualified for such positions. Individuals so hired are not reinstated employees, but such hiring shall be considered reemployment.