

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA HABRA AND THE LA HABRA
GENERAL SERVICES EMPLOYEES' GROUP
FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2018



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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
LA HABRA AND THE LA HABRA GENERAL SERVICES EMPLOYEES' GROUP FOR THE
PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2018

Pursuant to Resolution No. 1759 of the City of La Habra (hereinafter referred to as "City") and the Meyers-Milias-Brown Act, the duly authorized representatives of La Habra General Services Employees' Group (hereinafter referred to as "Employees' Group") have met and conferred in good faith with the authorized management representatives of City: and the two groups have mutually agreed to submit and recommend to the City Council of City this "Memorandum of Understanding" (hereinafter referred to as "MOU") affecting salaries and fringe benefits as set forth herein:

SECTION I. Employees Rights:

- A. Employees of this unit shall have the right to form, join and participate in the activities of an employee organization of their own choosing for the purpose of representation on all matters of employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment. Employees of City also shall have the right to refuse to join or participate in the activities of an employees' organization and shall have the right to represent themselves individually in their employment relations with City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by City or by any employee organization because of the exercise of these rights.
- B. City agrees to withhold Employee Group dues on a biweekly basis for all those employees who have signed the appropriate payroll deduction card and submit these dues to the treasurer on a monthly basis.
- C. General Services Employees agree to negotiate as one unit. MOU (07/01/00-06/30/02)
- D. 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 A) MOU (07/01/15-06/30/16)

SECTION II. Management Rights:

All rights of employer not specifically limited by the terms of this MOU are hereby reserved to City. The exclusive management rights of City, through due process, include but are not limited to the right to:

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign, classify, lay off and retain employees for proper cause.
- 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 merits, necessity and level of activity of service provided to the public.

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

- A. The following salary increases shall be in effect on the dates indicated:
 - 1. Prior to June 24, 2016, the City will provide a one-time lump sum pay adjustment of two percent (2%) to all full-time employees. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 x .02 MOU (07/01/16-06/30/18)
 - 2. Prior to June 23, 2017, the City will provide a one-time lump sum pay adjustment of two percent (2%) to all full-time employees. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 hours x .02 MOU (07/01/16-06/30/18)
 - 3. Effective January 7, 2017, the City will provide a two percent (2%) Cost of Living Adjustment to all unit employees. MOU (07/01/16-06/30/18)
 - 4. Effective January 6, 2018, the City will provide a two percent (2%) Cost of Living Adjustment to all unit employees. MOU (07/01/16-06/30/18)
 - 5. The City agrees to continue merit based step increases for eligible staff who receive an overall performance evaluation rating of "Competent" or better. MOU (07/01/13-06/30/14)
 - 6. Effective July 1, 2014, the City will agree to add a new merit based two and one-half (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 (07/01/14-06/30/15)

7. Effective July 1, 2015, the City will increase Step H by 2.50%. MOU (07/01/15-06/30/16)

B. Bilingual Pay:

1. Effective July 1, 2015, bilingual pay will be increased from \$70 per month to \$85 per month, an increase of \$15 per month. MOU (07/01/15-06/30/16)

2. Effective January 1, 2018, the City will increase the bilingual pay from \$85 per month to \$100 per month, an increase of \$15 per month. MOU (07/01/16-06/30/18)

SECTION IV. Health, Dental, Vision, and Life Insurance:

A. General Employees. All employees are required to be covered by one of the City's Group Health Plans, dental insurance, and to have a minimum of \$2,000 group life insurance.

Health Insurance:

B. Effective January 1, 2016, the City will increase its current medical insurance contribution by \$50 per month to a maximum of \$995 per month on a use or lose basis. MOU (07/01/15-06/30/16)

C. Effective January 1, 2017, the City will increase its current insurance contribution by \$150 per month to a maximum of \$1,145 per month on a use or lose basis. MOU (07/01/16-06/30/18)

D. Effective January 1, 2018, the City will increase its current insurance contribution by \$100 per month to a maximum of \$1,245 per month on a use or lose basis. MOU (07/01/16-06/30/18)

E. Effective December 1, 2014, City is willing to pay each employee choosing to opt-out of the medical plan, \$180 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)

Dental Insurance:

F. 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)

- G. Effective January 1, 2016, all employees must have single dental coverage in one of the City's plans. Employees may select from any of the HMO or PPO plans offered by the City. MOU (07/01/15-06/30/16)

Vision Insurance:

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

SECTION V. Vacation:

A. Vacation:

Effective July 1, 2008, the vacation schedule shall be adjusted as follows MOU (07/01/08-06/30/09):

1. 1 through 4 years = 10 days
2. 5 through 10 years = 15 days
3. 11 through 15 years = 17 days
4. 16 through 20 years = 20 days
5. 21 years and above = 22 days

- B. Effective January 1, 2013, Employees Group agrees to change from the current monthly vacation leave accrual system to a biweekly vacation leave accrual system. MOU (07/01/12-06/30/13)

C. Vacation Hours:

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

- D. 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 vacation hours 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 additional hours until they have used the required number of hours as time off. MOU (07/01/14-06/30/15)

E. Compensatory Time:

The maximum compensatory time accrual cap is 120 hours. MOU (07/01/13-06/30/14)

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

SECTION VI. Optional Sick Leave Time Off for Vacation/Family Illness/Accident:

- A. General Services Employees will accrue ten (10) days per year for sick leave at a rate of 6.67 hours per month upon hire and during probation. After successful completion of probation the employee will receive credit for eight hours of sick leave per month thereafter. Employees cannot utilize and be paid for sick leave during their probation period. The maximum accumulation of sick leave is one hundred (100) days or 800 hours. This paragraph will not reduce employees now accruing sick leave at twelve (12) days per year nor the maximum of one hundred sixty (160) days or 1280 hours by previous agreement.
- B. Effective January 1, 2013, Employees Group agrees to change from the current monthly sick leave accrual system to a biweekly sick leave accrual system. MOU (07/01/12-06/30/13)

Effective January 1, 1989, new employees will be credited with 8 hours sick leave per month after completion of probation.

Effective September 1, 1993, employees on probation may accrue sick leave, but will not be permitted to use it until completion of their probation. MOU (09/01/93-08/31/94)

Effective July 1, 2001, employees in the General Services Group may accrue sick hours above the established sick leave caps for the purpose of converting unused sick leave to additional service credit at the time of retirement (PERS section 20965-Credit for Unused Sick). Sick leave payoffs remain unchanged.

- C. Beginning January 1, 1974, employees with five years of service with the City may substitute twenty-five percent (25%) of their annual 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 time may be taken as individual days or added on to an employee's vacation time, 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. Employees will receive no percentage of this unused sick leave upon termination of employment; however, all portions not converted will be paid at a rate of twenty-five percent (25%) upon termination of employment. MOU (09/01/93-08/31/94)

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

D. Each employee in Employee Group shall be entitled to use a maximum of two sick-leave days per year for an immediate-family illness/accident. For the purpose of this section, immediate family shall include spouses, children and/or parents. For family sick leave, parents of employee need not live in the employee's home. In addition, those employees in Employee Group with children under the age of twelve (12) living in the same house as the employee, shall be eligible to use an additional three (3) days (8-hour days) to care for children of the employee during illness/injury. MOU (09/01/92-08/31/93)

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

E. Bereavement Leave

Each member of the General Services Employees Group is entitled to not more than three (3) calendar days off with pay per fiscal year per family member by reason of death or an eminent death in the immediate family. For the purpose of Bereavement Leave, the following shall be included: father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law-, son-in-law, grandparents, step-parents and step-children.

SECTION VII. Extra Work Compensation:

A. Out of Class Compensation:

City agrees to pay individuals who work in a higher classification an additional five percent (5%) added to their regular salary, provided they work in the higher classification a minimum of ten (10) days. When an employee has worked the minimum of ten consecutive days in a higher classification, the employee will be paid for all time worked including the ten days minimum period.

Should an employee work as described above for more than six (6) months, consideration will be given to reclassifying the individual to work in a position justifying extra pay differential of five percent (5%) in excess of six (6) months; however, when necessary to do so, the employee will be informed at the beginning of the job assignment.

B. Assignment to City Council, Commissions or Committees:

Those employees specifically assigned to City Council, Commissions or Committees shall receive one and one-half (1½) times hourly rate per hour, with a two-hour minimum, for hours worked outside regular work schedule (8:00 a.m. to 5:00 p.m.). This shall be in lieu of compensatory time off.

C. Information Technology Call Out:

Information Technology employees who are called out after work hours will receive a minimum of two hours of pay at straight time (base pay) or at the applicable overtime rate (straight time up to 40 hours in a work week). MOU (07/01/12-06/30/13)

D. Community Services Program Coordinator After Hours:

The Community Services Program Coordinator will receive ½ hour minimum of base pay for after hour calls that require resolutions to program and/or facility usage issues. This compensation is at straight time hourly rate or at the applicable overtime rate. MOU (07/01/12-06/30/13)

SECTION VIII. Holiday Schedule:

The following is the holiday schedule for General Services Employees:

- A. New Year's Day (January 1).
- B. Washington's Birthday (Third Monday in February).
- C. Memorial Day (Fourth Monday in May).
- D. Independence Day (July 4).
- E. Labor Day (First Monday in September).
- F. Veterans' Day (November 11).
- G. Thanksgiving Day (As proclaimed by the State or Governor).
- H. The day following Thanksgiving Day.
- I. Christmas Day.
- J. Floating Holiday (Either first working day before Christmas or first working day before New Year's Day).

- K. Holiday Compensation:
Effective July 1, 2000, holidays will be compensated at the same number of hours an employee works in a workday. MOU (07/01/00-06/30/02)

- L. Effective July 1, 2015, all General Services employees who are required to work the July 4th holiday will be compensated at time and one-half overtime, or be allowed to take their holiday on another day. MOU (07/01/15-06/30/16)

- M. Personal Days. City and Employees Group has agreed to grant all members of Employees' Group two days (18 hrs) of paid time off for personal business. These days are to be at the option of the employee, with the approval of employee's department head. This approval will not unreasonably be withheld by the department head. Personal days may be taken in 1-hour increments to supplement 8-hour holidays. MOU (07/01/04-06/30/05)

Effective September 1, 1993, new hires will not be permitted to use personal days until satisfactory completion of their probation. MOU (09/01/93-08/31/94)

SECTION IX. Clothing:

- A. City agrees to reimburse employees for torn or damaged clothing for employees, who through their job duties, expose their clothing to abnormal hazards. Such reimbursement shall be determined by the employee's department head. It is intended that City replace only clothing that is normal to the position and will not be exposed to high-cost items that, in the opinion of the department head, would not normally be required of the affected position. In addition, it may be necessary to prorate the cost of clothing based on its normal wear expectancy. Said cost to be negotiated between employee and department head. Snags, runs, and other minor damage to clothing or wearing apparel are specifically excluded from this section. Further, if it is found that an employee has excessive use of this section, department heads shall report such facts to the Human Resources Director and an individual decision will be made regarding such over usage with employees' meet-and-confer team.

- B. Engineering Personnel:
City will provide engineering personnel with suitable protective clothing and boots. Needed protective clothing will be determined by the City Engineer.

- C. Clothing/Uniforms:
City will provide Department-approved uniform shirts to all inspector classifications, which are to be worn only when working for the City. The Department Director may authorize the purchase of replacement shirts. MOU (07/01/11-06/30/12)

SECTION X. Mileage Reimbursement:

Employees required to use their own cars in the performance of their jobs will be reimbursed at the rate of specified in salary resolution for actual miles driven.

SECTION XI. Special Programs:

It is understood that City is involved in special grant programs and that the employees involved in such programs may be represented by Employee Group. Should a full-time, regular, permanent employee be transferred to a grant program, the employee shall retain all rights and privileges provided by the personnel manual in effect.

However, should an employee voluntarily transfer to a grant program and, therefore, change his/her status to that of a grant temporary employee, he/she then shall have the rights of a grant temporary employee as defined in the personnel manual and/or grant.

SECTION XII. Employee Reduction:

By this section, City in no way gives up its management right to reduce employees or to determine the necessity of a service. However, should it become necessary for City to decrease personnel and/or costs through layoffs, or other appropriate methods, City agrees to provide General Services Group an option of a reduction in salary versus a reduction in personnel, if such an option is appropriate. Should specific grant funds or programs be discontinued or reduced, it is not intended that the above option is appropriate.

SECTION XIII. Grievance and Seniority Policies:

The Grievance Procedure and Seniority Policies are as defined in the Personnel Manual and the attached procedures ("Exhibit B" and "Exhibit C"). MOU (09/01/92-08/31/93)

SECTION XIV. Public Employees' Retirement System:

- A. Effective July 1, 1999, City agrees to amend the Public Employees' Retirement contract to provide Section 21354 (2% @ 55 Formula).
- B. City agrees to amend the Public Employees' Retirement contract to provide Section 20042 (One-Year Final Compensation). MOU (07/01/00-06/30/02)
- C. 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. MOU (07/01/10-06/30/11)
- D. 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. MOU (07/01/11-06/30/12)
- E. 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. MOU (07/01/14-06/30/15)

Letter Agreement Dated 6/18/14

- F. 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 XV. Retirement Health Savings Plan:

A new section is added to establish a Retirement Health Savings Plan effective July 1, 2010, to be funded by employee contributions. The authorized representatives of the General Services Employees' Group shall provide the City with the level and type of contribution for each employee classification prior to establishment of such a plan.

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

SECTION XVI. Education Incentive:

Employees may request, and their department may grant, release time for the purposes of additional training and/or education in job-related areas.

SECTION XVII. Optional Work Hours:

It is agreed that individual employees in Employees' Group have the ability to alter their normal hours of work. The department head shall be the final authority in determining hours of work. No department head shall indiscriminately reject an employee's request for such optional work hours. All employees making such request should understand and give prime consideration to the department's work schedule and the department head's decision in terms of compatibility within the department.

SECTION XVIII. Work Week:

The normal workweek for employees of this group shall be from 8:00 a.m. to 5:00 p.m., with one unpaid hour for lunch or a 9/80 work schedule. Scheduled work will be Monday through Friday. These hours may be modified to meet the specific needs of individuals and/or departments. The needs of the employer shall prevail.

SECTION XIX. Work Period:

FLSA requires the employer to establish a regular work period for each employee, in the case of these employees; it shall be seven (7) consecutive days. This is currently set on an individual basis. This can be changed by the employer.

SECTION XX. Overtime:

The City follows FLSA requirements in paying overtime. Hours exceeding 40 in a work period, provided all hours are work hours, will be compensated at time and one-half for employees who are not exempt from the overtime provision. Exempt employees are not compensated for overtime. Paid leave, or any other non-work hours do not count in arriving at hours worked. Management has the option of allowing compensatory time off (at 1.5 hours per worked hour if the premiums appropriate) or pay at the appropriate rate. If a section of the MOU is in conflict with the FLSA rules, then the MOU will prevail if it is more liberal than the FLSA rules.

SECTION XXI. Workers' Compensation (Section 414, Resolution 1542):

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

SECTION XXII. Nondiscrimination Clause:

City and Employees' group agree they shall not discriminate against any employee because of race, color, sex, age, national origin, handicap, religion, political opinions or affiliations.

SECTION XXIII. Safety Clause:

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

SECTION XXIV. Scope of Memorandum of Understanding:

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

B. Separability:

In the event that any provision of this Memorandum of Understanding shall at any time be declared invalid by the legislature or any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all provisions not declared shall remain in effect. MOU (09/01/92-08/31/93)

- C. 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. MOU (07/01/02-06/30/04)
- D. 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. MOU (07/01/10-06/30/11)

SECTION XXV. General Services Impasse Procedure:

In the event that the City and the General Services Unit are unable to arrive on a successor Memorandum of Understanding, the parties may agree that bargaining is at impasse. Impasse may be declared only by mutual agreement of the parties and may initiate the following procedure:

- A. Mediation by a mutually agreed upon third party. If no third party is agreeable, assistance with mediation may be sought by State of California Mediation and Conciliation service;
- B. Any suggestions of the mediator shall be advisory only and shall not be binding.
- C. The fee and expenses of the mediator, if any, shall be borne equally by the City and the General Services Unit. No other joint expenses shall be incurred except by mutual agreement of the parties. MOU 09/01/92-08/31/93)

EXECUTED this 6 day of June, 2016, in the City of La Habra, California.

CITY OF LA HABRA

LA HABRA GENERAL SERVICES EMPLOYEES' GROUP

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: _____

By: [Signature]

By: _____

ATTACHMENT A

SIDE LETTER OF AGREEMENT BETWEEN
THE GENERAL SERVICES EMPLOYEES GROUP
(The Association)
AND
THE CITY OF LA HABRA
DEALING WITH "AGENCY SHOP"

RECEIVED BY THE
PERSONNEL DEPT.
JUN 26 2015

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 benefitted employees represented by the La Habra General Services Employees' Group have the right to join or not to 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 June 12, 2015, is \$9.00 per pay check for representation purposes and \$8.50 per pay check for service fee. 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 benefitted 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, 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 the City's Human Resources Department.
- (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 pay checks 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 to be used by the Association is attached hereto as Exhibit A. The Association shall provide the City with a copy of any amended procedures 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 a nonreligious, non-labor charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the employee from the following list of three of these funds [The Gary Center, The La Habra Boys and Girls Club or Help for Brain Injured Children (HBIC)]. 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 [Government 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 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 vote is supported by a petition containing the signatures of a 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 [Government 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 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 Association's use of monies collected under these provisions [Government 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

day of June, 2015.

26th

City of La Habra

Dated: 06/26/2015

By: R. J. [Signature]
Management Representative

La Habra General Services Association

Dated: 6/25/15

By: [Signature]
Bargaining Unit Representative

EXHIBIT A

Agency Shop Fee Objection Appeal Procedure

Any non-association member within the 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 JANUARY 7, 2017	RANGE	START	AFTER	MERIT + ONE YEAR					
		RATE	6 MOS	-----IN PRIOR STEP-----					
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
ACCOUNT CLERK I	C-25	14.451	15.173	15.932	16.728	17.565	18.443	19.365	20.333
ACCOUNT CLERK I*	C-25/1	13.644	14.326	15.042	15.794	16.584	17.413	18.284	19.198
ACCOUNT CLERK II	C-55	16.759	17.597	18.477	19.401	20.371	21.390	22.459	23.582
ACCOUNT CLERK II*	C-55/1	15.824	16.615	17.445	18.318	19.234	20.195	21.205	22.265
ACCOUNT CLERK III	C-85	19.630	20.612	21.643	22.725	23.861	25.054	26.307	27.622
ACCOUNT CLERK III*	C-85/1	18.534	19.461	20.434	21.456	22.529	23.655	24.838	26.080
ADMIN ANALYST I	T-67	22.648	23.780	24.969	26.218	27.528	28.905	30.350	31.868
ADMIN ANALYST I*	T-67/1	21.383	22.452	23.575	24.754	25.991	27.291	28.656	30.088
ADMIN ANALYST II	T-68	23.793	24.982	26.231	27.543	28.920	30.366	31.884	33.479
ADMIN ANALYST II*	T-68/1	22.464	23.588	24.767	26.005	27.306	28.671	30.104	31.610
ASSISTANT MUSEUM MANAGER	A-30	18.875	19.819	20.810	21.850	22.942	24.090	25.294	26.559
ASSISTANT MUSEUM MANAGER*	A-30/1	17.821	18.712	19.648	20.630	21.662	22.745	23.882	25.076
ASSISTANT RECREATION MANAGER	A-30	18.875	19.819	20.810	21.850	22.942	24.090	25.294	26.559
ASSISTANT RECREATION MANAGER*	A-30/1	17.821	18.712	19.648	20.630	21.662	22.745	23.882	25.076
ASSISTANT PLANNER	A-50	23.415	24.585	25.815	27.105	28.461	29.884	31.378	32.947
ASSISTANT PLANNER*	A-50/1	22.107	23.213	24.373	25.592	26.872	28.215	29.626	31.107
ASSOCIATE PLANNER	A-60	26.312	27.627	29.009	30.459	31.982	33.581	35.260	37.023
ASSOCIATE PLANNER*	A-60/1	24.843	26.085	27.389	28.759	30.197	31.706	33.292	34.956
BUILDING INSPECTOR	T-70	24.419	25.640	26.922	28.268	29.681	31.165	32.723	34.360
BUILDING INSPECTOR*	T-70/1	23.055	24.208	25.419	26.690	28.024	29.425	30.896	32.441
CASE MANAGER	T-45	16.875	17.719	18.605	19.535	20.512	21.538	22.615	23.745
CASE MANAGER*	T-45/1	15.933	16.730	17.566	18.445	19.367	20.335	21.352	22.420
CIVIL ENGINEERING ASSISTANT	A-70	28.304	29.719	31.205	32.765	34.404	36.124	37.930	39.826
CIVIL ENGINEERING ASSISTANT*	A-70/1	26.724	28.060	29.463	30.936	32.483	34.107	35.812	37.603
CLERK TYPIST	C-10	14.404	15.125	15.881	16.675	17.509	18.384	19.303	20.268
CLERK TYPIST*	C-10/1	13.600	14.280	14.994	15.744	16.531	17.358	18.225	19.137
CLERK	C-20	13.727	14.413	15.134	15.891	16.685	17.520	18.396	19.315
CLERK*	C-20/1	12.961	13.609	14.289	15.004	15.754	16.541	17.368	18.237
CODE COMPLIANCE INSPECTOR	T-65	22.661	23.794	24.984	26.233	27.544	28.922	30.368	31.886
CODE COMPLIANCE INSPECTOR*	T-65/1	21.396	22.466	23.589	24.768	26.007	27.307	28.672	30.106
COMMERCIAL COMPLIANCE INSPECTOR	T-75	24.898	26.142	27.450	28.822	30.263	31.776	33.365	35.033
COMMERCIAL COMPLIANCE INSPECTOR*	T-75/1	23.507	24.683	25.917	27.213	28.573	30.002	31.502	33.077
COMMUNITY PRESERVATION INSPECTOR	T-65	22.661	23.794	24.984	26.233	27.544	28.922	30.368	31.886
COMMUNITY PRESERVATION INSPECTOR*	T-65/1	21.396	22.466	23.589	24.768	26.007	27.307	28.672	30.106
COMMUN SERVICES RECREATION COORD	T-10	15.294	16.059	16.862	17.705	18.590	19.520	20.496	21.520
COMMUN SERVICES RECREATION COORD*	T-10/1	14.440	15.162	15.920	16.716	17.552	18.430	19.351	20.319
CURATOR OF EDUC/OUTREACH COORD	T-20	16.013	16.814	17.655	18.537	19.464	20.437	21.459	22.532
CURATOR OF EDUC/OUTREACH COORD*	T-20/1	15.119	15.875	16.669	17.502	18.377	19.296	20.261	21.274
DEPUTY CITY CLERK/RECORDS COORD	C-90	20.311	21.327	22.393	23.513	24.688	25.923	27.219	28.580
DEPUTY CITY CLERK/RECORDS COORD*	C-90/1	19.177	20.136	21.143	22.200	23.310	24.476	25.699	26.984
EDUCATION PROGRAM COORDINATOR	T-05	14.157	14.865	15.608	16.389	17.208	18.069	18.972	19.921
EDUCATION PROGRAM COORDINATOR*	T-05/1	13.367	14.035	14.737	15.474	16.247	17.060	17.913	18.808
ENGINEERING AIDE	T-50	19.501	20.476	21.499	22.574	23.703	24.888	26.133	27.439
ENGINEERING AIDE*	T-50/1	18.412	19.332	20.299	21.314	22.380	23.499	24.674	25.907

EFFECTIVE JANUARY 7, 2017	RANGE	START	AFTER	MERIT + ONE YEAR					
		RATE	6 MOS	-----IN PRIOR STEP-----					
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
EXEC ASST/DEPUTY CITY CLK	BC-00	24.243	25.455	26.728	28.064	29.467	30.941	32.488	34.112
EXEC ASST/DEPUTY CITY CLK*	BC-00/1	22.889	24.034	25.235	26.497	27.822	29.213	30.674	32.208
FAMILY SERVICES COORDINATOR	T-05	14.157	14.865	15.608	16.389	17.208	18.069	18.972	19.921
FAMILY SERVICES COORDINATOR*	T-05/1	13.367	14.035	14.737	15.474	16.247	17.060	17.913	18.808
FINANCIAL SERVICES TECHNICIAN	C-30	14.661	15.394	16.164	16.972	17.820	18.712	19.647	20.629
FINANCIAL SERVICES TECHNICIAN*	C-30/1	13.842	14.535	15.261	16.024	16.826	17.667	18.550	19.478
FIRE PREVENTION SPECIALIST	T-70	23.940	25.137	26.394	27.713	29.099	30.554	32.082	33.686
FIRE PREVENTION SPECIALIST*	T-70/1	22.603	23.734	24.920	26.166	27.475	28.848	30.291	31.805
FOOD SERVICE MANAGER	T-10	15.294	16.059	16.862	17.705	18.590	19.520	20.496	21.520
FOOD SERVICE MANAGER*	T-10/1	14.440	15.162	15.920	16.716	17.552	18.430	19.351	20.319
INFORMATION TECHNOLOGY SPECIALIST	T-50	19.501	20.476	21.499	22.574	23.703	24.888	26.133	27.439
INFORMATION TECHNOLOGY SPECIALIST*	T-50/1	18.412	19.332	20.299	21.314	22.380	23.499	24.674	25.907
INFORMATION TECHNOLOGY SYSTEM ANALYST	A-70	28.304	29.719	31.205	32.765	34.404	36.124	37.930	39.826
INFORMATION TECHNOLOGY SYSTEM ANALYST	A-70/1	26.724	28.060	29.463	30.936	32.483	34.107	35.812	37.603
INTERMEDIATE CLERK	C-50	15.139	15.896	16.691	17.525	18.402	19.322	20.288	21.302
INTERMEDIATE CLERK*	C-50/1	14.294	15.009	15.759	16.547	17.374	18.243	19.155	20.113
JR ADMIN AIDE I	T-10	15.294	16.059	16.862	17.705	18.590	19.520	20.496	21.520
JR ADMIN AIDE I*	T-10/1	14.440	15.162	15.920	16.716	17.552	18.430	19.351	20.319
JR ADMIN AIDE II	T-20	16.013	16.814	17.655	18.537	19.464	20.437	21.459	22.532
JR ADMIN AIDE II*	T-20/1	15.119	15.875	16.669	17.502	18.377	19.296	20.261	21.274
JR ADMIN AIDE III	T-50	19.501	20.476	21.499	22.574	23.703	24.888	26.133	27.439
JR ADMIN AIDE III*	T-50/1	18.412	19.332	20.299	21.314	22.380	23.499	24.674	25.907
JR ENGINEERING AIDE	T-30	15.975	16.774	17.612	18.493	19.418	20.389	21.408	22.478
JR ENGINEERING AIDE*	T-30/1	15.083	15.837	16.629	17.461	18.334	19.250	20.213	21.223
MANAGEMENT ANALYST- CM'S OFFICE	TC-01	25.976	27.275	28.639	30.071	31.574	33.153	34.810	36.551
MANAGEMENT ANALYST- CM'S OFFICE*	TC-01/1	24.526	25.752	27.040	28.392	29.811	31.302	32.867	34.510
NPDES INSPECTOR	T-75	24.898	26.142	27.450	28.822	30.263	31.776	33.365	35.033
NPDES INSPECTOR*	T-75/1	23.507	24.683	25.917	27.213	28.573	30.002	31.502	33.077
PAYROLL TECHNICIAN	C-95	20.213	21.224	22.285	23.400	24.570	25.798	27.088	28.442
PAYROLL TECHNICIAN*	C-95/1	19.085	20.039	21.041	22.093	23.198	24.358	25.576	26.854
PERMIT CLERK	C-40	15.026	15.777	16.566	17.394	18.264	19.177	20.136	21.142
PERMIT CLERK*	C-40/1	14.187	14.896	15.641	16.423	17.244	18.106	19.011	19.962
PERSONNEL ANALYST	T-60	21.568	22.646	23.779	24.968	26.216	27.527	28.903	30.348
PERSONNEL ANALYST*	T-60/1	20.364	21.382	22.451	23.574	24.752	25.990	27.289	28.654
PLANNING AIDE	T-50	19.501	20.476	21.499	22.574	23.703	24.888	26.133	27.439
PLANNING AIDE*	T-50/1	18.412	19.332	20.299	21.314	22.380	23.499	24.674	25.907
PUBLIC INFORMATION OFFICER	A-20	16.931	17.778	18.667	19.600	20.580	21.609	22.690	23.824
PUBLIC INFORMATION OFFICER*	A-20/1	15.986	16.785	17.625	18.506	19.431	20.403	21.423	22.494
PUBLIC WORKS INSPECTOR	T-75	24.898	26.142	27.450	28.822	30.263	31.776	33.365	35.033
PUBLIC WORKS INSPECTOR*	T-75/1	23.507	24.683	25.917	27.213	28.573	30.002	31.502	33.077
RECREATION SPECIALIST	T-05	14.157	14.865	15.608	16.389	17.208	18.069	18.972	19.921
RECREATION SPECIALIST*	T-05/1	13.367	14.035	14.737	15.474	16.247	17.060	17.913	18.808
SANITATION/RECYCLING COORD	T-20	16.013	16.814	17.655	18.537	19.464	20.437	21.459	22.532
SANITATION/RECYCLING COORD*	T-20/1	15.119	15.875	16.669	17.502	18.377	19.296	20.261	21.274
SECRETARY	C-80	19.414	20.385	21.404	22.474	23.598	24.778	26.017	27.317

EFFECTIVE JANUARY 7, 2017	RANGE	START	AFTER	MERIT + ONE YEAR						
		RATE	6 MOS	-----IN PRIOR STEP-----						
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
SECRETARY*	C-80/1	18.330	19.247	20.209	21.219	22.280	23.394	24.564	25.792	
SENIOR BUILDING INSPECTOR	A-70	28.304	29.719	31.205	32.765	34.404	36.124	37.930	39.826	
SENIOR BUILDING INSPECTOR*	A-70/1	26.724	28.060	29.463	30.936	32.483	34.107	35.812	37.603	
SENIOR CLERK/DESKTOP PUBLISHER	C-71	16.993	17.843	18.735	19.671	20.655	21.688	22.772	23.911	
SENIOR CLERK/DESKTOP PUBLISHER*	C-71/1	16.044	16.846	17.689	18.573	19.502	20.477	21.501	22.576	
SENIOR CODE COMPLIANCE INSPECTOR	T-75	24.898	26.142	27.450	28.822	30.263	31.776	33.365	35.033	
SENIOR CODE COMPLIANCE INSPECTOR*	T-75/1	23.507	24.683	25.917	27.213	28.573	30.002	31.502	33.077	
SENIOR ENGINEERING AIDE	T-80	24.268	25.481	26.755	28.093	29.498	30.973	32.521	34.147	
SENIOR ENGINEERING AIDE*	T-80/1	22.913	24.059	25.262	26.525	27.851	29.243	30.706	32.241	
SENIOR LOAN SPECIALIST	T-50	19.501	20.476	21.499	22.574	23.703	24.888	26.133	27.439	
SENIOR LOAN SPECIALIST*	T-50/1	18.412	19.332	20.299	21.314	22.380	23.499	24.674	25.907	
SENIOR TERM OPER/SUPPLIES COORD	C-73	17.844	18.736	19.673	20.657	21.690	22.774	23.913	25.109	
SENIOR TERM OPER/SUPPLIES COORD*	C-73/1	16.848	17.690	18.575	19.504	20.479	21.503	22.578	23.707	
SOCIAL SERVICES PROGRAM COORDINATOR	T-10	15.294	16.059	16.862	17.705	18.590	19.520	20.496	21.520	
SOCIAL SERVICES PROGRAM COORDINATOR*	T-10/1	14.440	15.162	15.920	16.716	17.552	18.430	19.351	20.319	
SOCIAL WORKER II	T-25	16.323	17.139	17.996	18.896	19.841	20.833	21.874	22.968	
SOCIAL WORKER II*	T-25/1	15.412	16.182	16.991	17.841	18.733	19.669	20.653	21.686	
TERMINAL COORDINATOR	C-81	18.169	19.078	20.032	21.033	22.085	23.189	24.349	25.566	
TERMINAL COORDINATOR*	C-81/1	17.155	18.013	18.913	19.859	20.852	21.895	22.989	24.139	
TRIPS/TOURS COORDINATOR	T-05	14.157	14.865	15.608	16.389	17.208	18.069	18.972	19.921	
TRIPS/TOURS COORDINATOR*	T-05/1	13.367	14.035	14.737	15.474	16.247	17.060	17.913	18.808	
WORKERS' COMP CLAIMS PROCESSOR	T-60	21.568	22.646	23.779	24.968	26.216	27.527	28.903	30.348	
WORKERS' COMP CLAIMS PROCESSOR*	T-60/1	20.364	21.382	22.451	23.574	24.752	25.990	27.289	28.654	

* Hired on or after 07/01/2010

CONFIDENTIAL EMPLOYEES

COMPUTER SERVICES SUPERVISOR

PERSONNEL ANALYST

WORKERS' COMP CLAIMS PROCESSOR

CLERICAL STAFF IN PERSONNEL

CLERICAL STAFF IN PAYROLL

EXHIBIT "A"

EFFECTIVE JANUARY 6, 2018	RANGE	START	AFTER	MERIT	+ ONE YEAR					
		RATE	6 MOS	IN PRIOR STEP	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
ACCOUNT CLERK I	C-25	14.740	15.477	16.250	17.063	17.916	18.812	19.752	20.740	
ACCOUNT CLERK I*	C-25/1	13.917	14.612	15.343	16.110	16.916	17.762	18.650	19.582	
ACCOUNT CLERK II	C-55	17.094	17.949	18.847	19.789	20.778	21.817	22.908	24.054	
ACCOUNT CLERK II*	C-55/1	16.140	16.947	17.794	18.684	19.618	20.599	21.629	22.711	
ACCOUNT CLERK III	C-85	20.023	21.024	22.075	23.179	24.338	25.555	26.833	28.174	
ACCOUNT CLERK III*	C-85/1	18.905	19.850	20.843	21.885	22.979	24.128	25.335	26.601	
ADMIN ANALYST I	T-67	23.101	24.256	25.468	26.742	28.079	29.483	30.957	32.505	
ADMIN ANALYST I*	T-67/1	21.811	22.901	24.047	25.249	26.511	27.837	29.229	30.690	
ADMIN ANALYST II	T-68	24.269	25.482	26.756	28.094	29.499	30.973	32.522	34.148	
ADMIN ANALYST II*	T-68/1	22.914	24.059	25.262	26.525	27.852	29.244	30.706	32.242	
ASSISTANT MUSEUM MANAGER	A-30	19.252	20.215	21.226	22.287	23.401	24.571	25.800	27.090	
ASSISTANT MUSEUM MANAGER*	A-30/1	18.177	19.086	20.041	21.043	22.095	23.200	24.360	25.578	
ASSISTANT RECREATION MANAGER	A-30	19.252	20.215	21.226	22.287	23.401	24.571	25.800	27.090	
ASSISTANT RECREATION MANAGER*	A-30/1	18.177	19.086	20.041	21.043	22.095	23.200	24.360	25.578	
ASSISTANT PLANNER	A-50	23.883	25.077	26.331	27.647	29.030	30.481	32.005	33.606	
ASSISTANT PLANNER*	A-50/1	22.549	23.677	24.861	26.104	27.409	28.779	30.218	31.729	
ASSOCIATE PLANNER	A-60	26.838	28.180	29.589	31.068	32.622	34.253	35.966	37.764	
ASSOCIATE PLANNER*	A-60/1	25.340	26.607	27.937	29.334	30.801	32.341	33.958	35.655	
BUILDING INSPECTOR	T-70	24.907	26.152	27.460	28.833	30.275	31.788	33.378	35.047	
BUILDING INSPECTOR*	T-70/1	23.517	24.692	25.927	27.223	28.584	30.014	31.514	33.090	
CASE MANAGER	T-45	17.213	18.074	18.977	19.926	20.922	21.969	23.067	24.220	
CASE MANAGER*	T-45/1	16.252	17.065	17.918	18.814	19.754	20.742	21.779	22.868	
CIVIL ENGINEERING ASSISTANT	A-70	28.870	30.313	31.829	33.421	35.092	36.846	38.688	40.623	
CIVIL ENGINEERING ASSISTANT*	A-70/1	27.258	28.621	30.052	31.555	33.132	34.789	36.528	38.355	
CLERK TYPIST	C-10	14.692	15.427	16.198	17.008	17.859	18.752	19.689	20.674	
CLERK TYPIST*	C-10/1	13.872	14.566	15.294	16.059	16.862	17.705	18.590	19.519	
CLERK	C-20	14.002	14.702	15.437	16.209	17.019	17.870	18.763	19.702	
CLERK*	C-20/1	13.220	13.881	14.575	15.304	16.069	16.872	17.716	18.602	
CODE COMPLIANCE INSPECTOR	T-65	23.114	24.270	25.483	26.758	28.095	29.500	30.975	32.524	
CODE COMPLIANCE INSPECTOR*	T-65/1	21.824	22.915	24.061	25.264	26.527	27.853	29.246	30.708	
COMMERCIAL COMPLIANCE INSPECTOR	T-75	25.395	26.665	27.999	29.398	30.868	32.412	34.032	35.734	
COMMERCIAL COMPLIANCE INSPECTOR*	T-75/1	23.978	25.177	26.435	27.757	29.145	30.602	32.132	33.739	
COMMUNITY PRESERVATION INSPECTOR	T-65	23.114	24.270	25.483	26.758	28.095	29.500	30.975	32.524	
COMMUNITY PRESERVATION INSPECTOR*	T-65/1	21.824	22.915	24.061	25.264	26.527	27.853	29.246	30.708	
COMMUN SERVICES RECREATION COORD	T-10	15.600	16.380	17.199	18.059	18.962	19.910	20.906	21.951	
COMMUN SERVICES RECREATION COORD*	T-10/1	14.729	15.466	16.239	17.051	17.903	18.798	19.738	20.725	
CURATOR OF EDUC/OUTREACH COORD	T-20	16.333	17.150	18.008	18.908	19.853	20.846	21.888	22.983	
CURATOR OF EDUC/OUTREACH COORD*	T-20/1	15.422	16.193	17.002	17.852	18.745	19.682	20.666	21.700	
DEPUTY CITY CLERK/RECORDS COORD	C-90	20.717	21.753	22.841	23.983	25.182	26.441	27.763	29.151	
DEPUTY CITY CLERK/RECORDS COORD*	C-90/1	19.561	20.539	21.566	22.644	23.776	24.965	26.213	27.524	
EDUCATION PROGRAM COORDINATOR	T-05	14.440	15.162	15.921	16.717	17.552	18.430	19.351	20.319	
EDUCATION PROGRAM COORDINATOR*	T-05/1	13.634	14.316	15.032	15.783	16.572	17.401	18.271	19.185	

EFFECTIVE JANUARY 6, 2018	RANGE	START	AFTER	MERIT + ONE YEAR					
		RATE	6 MOS	-----IN PRIOR STEP-----					
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
ENGINEERING AIDE	T-50	19.891	20.885	21.929	23.026	24.177	25.386	26.655	27.988
ENGINEERING AIDE*	T-50/1	18.780	19.719	20.705	21.740	22.827	23.969	25.167	26.425
EXEC ASST/DEPUTY CITY CLK	BC-00	24.728	25.964	27.262	28.625	30.057	31.559	33.137	34.794
EXEC ASST/DEPUTY CITY CLK*	BC-00/1	23.347	24.514	25.740	27.027	28.379	29.797	31.287	32.852
FAMILY SERVICES COORDINATOR	T-05	14.440	15.162	15.921	16.717	17.552	18.430	19.351	20.319
FAMILY SERVICES COORDINATOR*	T-05/1	13.634	14.316	15.032	15.783	16.572	17.401	18.271	19.185
FINANCIAL SERVICES TECHNICIAN	C-30	14.954	15.702	16.487	17.311	18.177	19.086	20.040	21.042
FINANCIAL SERVICES TECHNICIAN*	C-30/1	14.119	14.825	15.567	16.345	17.162	18.020	18.921	19.867
FIRE PREVENTION SPECIALIST	T-70	24.419	25.640	26.922	28.268	29.681	31.165	32.723	34.360
FIRE PREVENTION SPECIALIST*	T-70/1	23.055	24.208	25.419	26.690	28.024	29.425	30.896	32.441
FOOD SERVICE MANAGER	T-10	15.600	16.380	17.199	18.059	18.962	19.910	20.906	21.951
FOOD SERVICE MANAGER*	T-10/1	14.729	15.466	16.239	17.051	17.903	18.798	19.738	20.725
INFORMATION TECHNOLOGY SPECIALIST	T-50	19.891	20.885	21.929	23.026	24.177	25.386	26.655	27.988
INFORMATION TECHNOLOGY SPECIALIST*	T-50/1	18.780	19.719	20.705	21.740	22.827	23.969	25.167	26.425
INFORMATION TECHNOLOGY SYSTEM ANALYST	A-70	28.870	30.313	31.829	33.421	35.092	36.846	38.688	40.623
INFORMATION TECHNOLOGY SYSTEM ANALYST*	A-70/1	27.258	28.621	30.052	31.555	33.132	34.789	36.528	38.355
INTERMEDIATE CLERK	C-50	15.442	16.214	17.025	17.876	18.770	19.708	20.694	21.728
INTERMEDIATE CLERK*	C-50/1	14.580	15.309	16.074	16.878	17.722	18.608	19.538	20.515
JR ADMIN AIDE I	T-10	15.600	16.380	17.199	18.059	18.962	19.910	20.906	21.951
JR ADMIN AIDE I*	T-10/1	14.729	15.466	16.239	17.051	17.903	18.798	19.738	20.725
JR ADMIN AIDE II	T-20	16.333	17.150	18.008	18.908	19.853	20.846	21.888	22.983
JR ADMIN AIDE II*	T-20/1	15.422	16.193	17.002	17.852	18.745	19.682	20.666	21.700
JR ADMIN AIDE III	T-50	19.891	20.885	21.929	23.026	24.177	25.386	26.655	27.988
JR ADMIN AIDE III*	T-50/1	18.780	19.719	20.705	21.740	22.827	23.969	25.167	26.425
JR ENGINEERING AIDE	T-30	16.294	17.109	17.965	18.863	19.806	20.796	21.836	22.928
JR ENGINEERING AIDE*	T-30/1	15.385	16.154	16.962	17.810	18.700	19.635	20.617	21.648
MANAGEMENT ANALYST- CM'S OFFICE	TC-01	26.496	27.820	29.211	30.672	32.206	33.816	35.507	37.282
MANAGEMENT ANALYST- CM'S OFFICE*	TC-01/1	25.016	26.267	27.580	28.959	30.407	31.928	33.524	35.200
NPDES INSPECTOR	T-75	25.395	26.665	27.999	29.398	30.868	32.412	34.032	35.734
NPDES INSPECTOR*	T-75/1	23.978	25.177	26.435	27.757	29.145	30.602	32.132	33.739
PAYROLL TECHNICIAN	C-95	20.618	21.649	22.731	23.868	25.061	26.314	27.630	29.011
PAYROLL TECHNICIAN*	C-95/1	19.467	20.440	21.462	22.535	23.662	24.845	26.087	27.392
PERMIT CLERK	C-40	15.326	16.092	16.897	17.742	18.629	19.560	20.538	21.565
PERMIT CLERK*	C-40/1	14.470	15.194	15.954	16.751	17.589	18.468	19.392	20.361
PERSONNEL ANALYST	T-60	21.999	23.099	24.254	25.467	26.740	28.077	29.481	30.955
PERSONNEL ANALYST*	T-60/1	20.771	21.810	22.900	24.045	25.247	26.510	27.835	29.227
PLANNING AIDE	T-50	19.891	20.885	21.929	23.026	24.177	25.386	26.655	27.988
PLANNING AIDE*	T-50/1	18.780	19.719	20.705	21.740	22.827	23.969	25.167	26.425
PUBLIC INFORMATION OFFICER	A-20	17.270	18.133	19.040	19.992	20.992	22.041	23.143	24.300
PUBLIC INFORMATION OFFICER*	A-20/1	16.306	17.121	17.977	18.876	19.820	20.811	21.851	22.944
PUBLIC WORKS INSPECTOR	T-75	25.395	26.665	27.999	29.398	30.868	32.412	34.032	35.734
PUBLIC WORKS INSPECTOR*	T-75/1	23.978	25.177	26.435	27.757	29.145	30.602	32.132	33.739
RECREATION SPECIALIST	T-05	14.440	15.162	15.921	16.717	17.552	18.430	19.351	20.319

EFFECTIVE JANUARY 6, 2018	RANGE	START	AFTER	MERIT + ONE YEAR					
		RATE	6 MOS	-----IN PRIOR STEP-----					
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
RECREATION SPECIALIST*	T-05/1	13.634	14.316	15.032	15.783	16.572	17.401	18.271	19.185
SANITATION/RECYCLING COORD	T-20	16.333	17.150	18.008	18.908	19.853	20.846	21.888	22.983
SANITATION/RECYCLING COORD*	T-20/1	15.422	16.193	17.002	17.852	18.745	19.682	20.666	21.700
SECRETARY	C-80	19.802	20.792	21.832	22.924	24.070	25.273	26.537	27.864
SECRETARY*	C-80/1	18.697	19.632	20.613	21.644	22.726	23.862	25.055	26.308
SENIOR BUILDING INSPECTOR	A-70	28.870	30.313	31.829	33.421	35.092	36.846	38.688	40.623
SENIOR BUILDING INSPECTOR*	A-70/1	27.258	28.621	30.052	31.555	33.132	34.789	36.528	38.355
SENIOR CLERK/DESKTOP PUBLISHER	C-71	17.333	18.199	19.109	20.065	21.068	22.122	23.228	24.389
SENIOR CLERK/DESKTOP PUBLISHER*	C-71/1	16.365	17.183	18.043	18.945	19.892	20.887	21.931	23.027
SENIOR CODE COMPLIANCE INSPECTOR	T-75	25.395	26.665	27.999	29.398	30.868	32.412	34.032	35.734
SENIOR CODE COMPLIANCE INSPECTOR*	T-75/1	23.978	25.177	26.435	27.757	29.145	30.602	32.132	33.739
SENIOR ENGINEERING AIDE	T-80	24.753	25.991	27.290	28.655	30.088	31.592	33.172	34.830
SENIOR ENGINEERING AIDE*	T-80/1	23.371	24.540	25.767	27.055	28.408	29.828	31.320	32.886
SENIOR LOAN SPECIALIST	T-50	19.891	20.885	21.929	23.026	24.177	25.386	26.655	27.988
SENIOR LOAN SPECIALIST*	T-50/1	18.780	19.719	20.705	21.740	22.827	23.969	25.167	26.425
SENIOR TERM OPER/SUPPLIES COORD	C-73	18.201	19.111	20.067	21.070	22.123	23.230	24.391	25.611
SENIOR TERM OPER/SUPPLIES COORD*	C-73/1	17.185	18.044	18.946	19.894	20.888	21.933	23.029	24.181
SOCIAL SERVICES PROGRAM COORDINATOR	T-10	15.600	16.380	17.199	18.059	18.962	19.910	20.906	21.951
SOCIAL SERVICES PROGRAM COORDINATOR*	T-10/1	14.729	15.466	16.239	17.051	17.903	18.798	19.738	20.725
SOCIAL WORKER II	T-25	16.649	17.482	18.356	19.274	20.237	21.249	22.312	23.427
SOCIAL WORKER II*	T-25/1	15.720	16.506	17.331	18.198	19.107	20.063	21.066	22.119
TERMINAL COORDINATOR	C-81	18.533	19.460	20.433	21.454	22.527	23.653	24.836	26.078
TERMINAL COORDINATOR*	C-81/1	17.498	18.373	19.292	20.256	21.269	22.333	23.449	24.622
TRIPS/TOURS COORDINATOR	T-05	14.440	15.162	15.921	16.717	17.552	18.430	19.351	20.319
TRIPS/TOURS COORDINATOR*	T-05/1	13.634	14.316	15.032	15.783	16.572	17.401	18.271	19.185
WORKERS' COMP CLAIMS PROCESSOR	T-60	21.999	23.099	24.254	25.467	26.740	28.077	29.481	30.955
WORKERS' COMP CLAIMS PROCESSOR*	T-60/1	20.771	21.810	22.900	24.045	25.247	26.510	27.835	29.227

* Hired on or after 07/01/2010
CONFIDENTIAL EMPLOYEES
COMPUTER SERVICES SUPERVISOR
PERSONNEL ANALYST
WORKERS' COMP CLAIMS PROCESSOR
CLERICAL STAFF IN PERSONNEL
CLERICAL STAFF IN PAYROLL

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 of 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 employee's 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.

Exhibit "C"

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/she previously held permanent status in which instance he/she would retain the seniority of the time served in such classification and higher classification from which he/she 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.