

RESOLUTION NO. 2022-32

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LA PALMA ADOPTING THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF LA
PALMA AND THE LA PALMA GENERAL
EMPLOYEES ASSOCIATION**

WHEREAS, the City of La Palma and the La Palma General Employees Association, have met and conferred in good faith; and

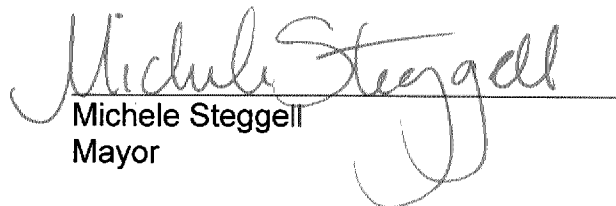
WHEREAS, the City of La Palma and the La Palma General Employees Association have reached agreement; and

WHEREAS, the attached Memorandum of Understanding embodies those terms and conditions upon which agreement was reached; and

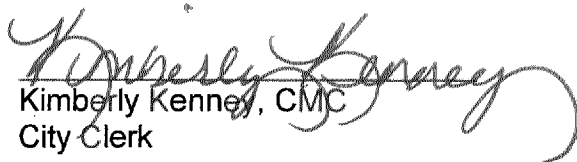
WHEREAS, the City Manager and the Negotiating Team of the La Palma General Employees Association have signed the Memorandum of Understanding for the period of July 1, 2022 to June 30, 2025.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Palma hereby approves the Memorandum of Understanding between the City of La Palma and the La Palma General Employees Association, for the contract period of July 1, 2022 to June 30, 2025.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 5th of July 2022.


Michele Steggell
Mayor

ATTEST:

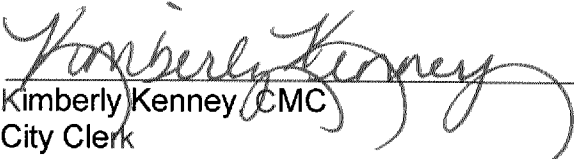

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 5th of July 2022, and that it was so adopted by called vote as follows:

AYES: Baker, Goodman, Patel, Steggell, and Waldman

NOES: None



Kimberly Kenney CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

July 1, 2022 – June 30, 2025

City of La Palma

and

La Palma General Employees Association

TABLE OF CONTENTS

ARTICLE I	TERM OF AGREEMENT	1
ARTICLE II	RECOGNITION	2
ARTICLE III	COMPENSATION	3
ARTICLE IV	CONDITIONS OF EMPLOYMENT	9
ARTICLE V	HOLIDAYS	10
ARTICLE VI	VACATIONS	11
ARTICLE VII	SICK LEAVE	14
ARTICLE VIII	OTHER LEAVE PROVISIONS	18
ARTICLE IX	TRAINING	21
ARTICLE X	GROUP INSURANCE	22
ARTICLE XI	RETIREMENT	26
ARTICLE XII	DEFERRED COMPENSATION	27
ARTICLE XIII	UNIFORMS	28
ARTICLE XIV	COMPLETION OF MEET AND CONFER	29
ARTICLE XV	GRIEVANCE PROCEDURE	31
ARTICLE XVI	LAYOFF PROCEDURE	34
ARTICLE XVII	LPGEA AND EMPLOYEE RIGHTS	36
ARTICLE XVIII	INTEGRATION AND CONSTRUCTION	39
ARTICLE XIX	NONDISCRIMINATION	40
ARTICLE XX	SEPARABILITY	41
ARTICLE XXI	MAINTENANCE OF MEMBERSHIP	42
ARTICLE XXII	DISCIPLINARY PROCEDURE	43
ARTICLE XXIII	IMPLEMENTATION	51
ATTACHMENT A	– SALARY TABLE (FY 2022-2023)	52
ATTACHMENT B	– SALARY TABLE (FY 2023-2024)	54
ATTACHMENT C	– SALARY TABLE (FY 2024-2025)	56

ARTICLE I

TERM OF AGREEMENT

This Memorandum of Understanding ("Memorandum") is made by and between the City of La Palma and the La Palma General Employees Association (LPGEA) and shall be in effect from July 1, 2022 through June 30, 2025.

ARTICLE II

RECOGNITION

Pursuant to the Employees Resolution of the City, and California Government Code Sections 3500-3510, the City hereby recognizes the La Palma General Employees' Association as the majority representative of the full-time employees who are members of the Association, which includes employees in all general classifications as follows:

- Account Clerk
- Accounting Technician (Confidential)
- Administrative Secretary (Police Dept. Confidential)
- Code Enforcement/Business License Officer
- Engineering Technician
- Human Resources Specialist (Confidential)
- Lead Maintenance Worker
- Maintenance Worker
- Recreation Coordinator
- Senior Office Assistant
- Water Service Worker I
- Water Service Worker II

An employee who is regularly scheduled to work 38 to 40 hours per week is considered to be full time.

The parties agree that any job description or classification that the City proposes to add, delete, or change in the bargaining unit is subject to the meet and confer process.

ARTICLE III

COMPENSATION

SECTION 1. The basic compensation plan for all full-time employees of the City of La Palma who are now employed, or in the future will be employed, in any of the categories of employment represented by the Unit is set forth in Article II. The plan will encompass employee obligations and privileges with recognition of faithful and efficient service.

SECTION 2. CATEGORIES OF EMPLOYMENT

Regular Full-Time - Positions with characteristics requiring full-time employment of 38 to 40 hours per workweek.

SECTION 3. COMPENSATION - REGULAR FULL-TIME CATEGORY

A. Compensation shall be determined from salary schedules consisting of wage ranges, each of which includes seven steps, or rates of pay; each horizontal step being approximately five percent greater than the previous step.

B. Initial Employment. The rate of compensation for initial employment in any class shall be at Step "A", provided that the City Manager, in his or her sole discretion, may approve compensation at a higher step if they find that the person employed is reasonably entitled, by reason of experience or ability, to a rate in any one of the steps above the minimum or that it is difficult to obtain qualified applicants at the minimum rate.

C. Merit Advancement within a Range.

1. The primary reason for advancement within a range shall be meritorious performance in an employee's assigned duties. Meritorious performance shall be measured by the receipt of a rating of satisfactory or above on the performance evaluation.

2. Merit increases shall be based on meritorious service, and, if granted, shall be effective on the first day of the pay period in which the anniversary falls. The City Manager may suspend merit increases in times of economic uncertainty or hardship.

3. An employee may be advanced within his or her respective compensation ranges in accordance with the following schedule:

Advancement to the next step at the completion of an employee's initial six months of satisfactory service in the classification, if the employee is hired at A, as determined by the Department Head.

Advancement to the next step at the completion of an employee's initial twelve months of satisfactory service in the classification, if the employee is hired at A, as determined by the Department Head.

Advancement to the next step annually thereafter at the completion of one year of satisfactory service in the prior step, or if the employee is hired at Step B or above, as determined by the Department Head.

4. Satisfactory service shall be defined as having received an Overall Performance Rating of Satisfactory or above in the employee's annual performance review, as determined by the Department Head.

5. All proposed advancements shall be recommended by the Department Head and approved by the City Manager before becoming effective.

6. When an employee demonstrates exceptional ability and proficiency, such employee may be advanced to the next higher step within the employee's salary range with the approval of the City Manager, in her/his sole discretion, following recommendation by the Department Head, without regard to the minimum length of service provisions contained in this section. Advancements under this section shall change the employee's merit increase eligibility date to the anniversary of the last step increase.

D. Promotion or Advancement in Rate of Compensation. When an employee is promoted from the employment in one class to the employment in a class assigned a higher range, advancement shall be to the lowest step in such higher range, which will provide not less than a five percent (5%) increase in compensation unless the top step in such range provides less than a five percent (5%) increase. Additional compensation being received because of special assignment shall not be considered in determining to which step an employee is advanced.

E. Reassignment of Compensation Ranges. Any employee who is employed in a classification which is reassigned to a different salary range from that previously assigned shall be retained at the salary step in the new range closest to the salary amount they had previously, but not lower, and shall have credit for the length of service in such step that was served in such lower range applied to determine the time eligible to move to the next higher step in the new range, provided, however that the City Manager may at the time of reassignment, at his/her discretion, place the employee in such step and make such changes in anniversary dates as may be deemed appropriate.

F. Reduction in Compensation for cause. The compensation of any employee may be reduced by one or more steps for good cause, upon the recommendation of the Department Head and approval of the City Manager.

G. Reduction in Compensation for disability. When a regular employee in good standing is reduced to a position in a lower class for physical disability reasons, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain their merit increase eligibility date.

H. Demotion. When an employee is demoted to a position in a lower range, on the approval of the City Manager, his or her compensation shall be at a rate reduction of at least one step.

I. Y-Rate. If an employee is demoted and the compensation reduction as described in H above exceeds the top step in the employee's new classification, the employee may be Y-rated at the discretion of the City Manager. The employee shall receive no equity, cost of living, or any other increases in salary until their current salary is equal to or lesser than the top step in their new classification.

J. Revision in Classification and Compensation Plan. The City reserves the right, in its sole discretion, to establish new classes of employment or to combine or abolish existing classes.

SECTION 4. OVERTIME/STANDBY DUTY/CALL BACK PAY/WATER WEEKEND DUTY

A. Overtime shall be defined as actual hours worked which exceed 40 hours in any workweek. "Actual Hours" includes time worked and excludes compensatory, vacation, floating holiday, and sick leave and any hours already compensated at the overtime premium rate of pay (1.5 times regular hourly rate). In the event an employee is scheduled to work a City event on Friday and/or a Saturday and/or a Sunday, and elects to utilize floating holiday time during the same work period, such floating holiday time shall count as hours worked for that work period.

A Department Head may prescribe minimum and reasonable periods of overtime work to meet operational needs of the department. Except as otherwise provided herein, overtime shall be paid at one and one-half times the hourly rate of the employee's salary, provided, however, that compensatory time off, provided at the rate of one and one-half times the overtime hours worked, may be granted per the employee's request in lieu of overtime compensation except when the City Manager determines that overtime must be paid or compensatory time must be taken to meet City operational needs. An employee may only receive payment or credit for overtime, which was reported in the pay period in which it was earned. Employees are able to cash-out accumulated compensatory time upon separation of employment. An employee may accumulate a maximum of eighty/80 hours of compensatory time. An employee who has accumulated the maximum will be paid in cash for overtime until such time as they are below the maximum accumulation.

Overtime shall fall into two categories: that which is approved in advance, and that which is considered emergency in nature and is approved after it occurs. All overtime shall be

approved by the Department Head or, in their absence, the City Manager. Such approvals will be on a written form, which is signed by the Department Head and attached to the time sheet, which is submitted biweekly to the Administrative Services Department.

B. Standby Duty. Standby duty is remaining in a state of readiness and available for call outs and emergencies. It is not time worked. Decisions regarding if and when to place employees on standby is the prerogative of the Department Director. Compensation for Standby Duty shall be \$100 per week for each week of Standby duty. Standby duty over designated holidays shall be for 24 hours and shall be compensated with 8 hours of regular time and is separate from the normal weekly standby duty. Additional compensation for actual time spent checking on the water system twice each day on weekend days, designated Fridays off, and holidays shall be provided for water weekend duty as described in Section 4 (C) below.

In order to be eligible to work standby duty, employees must be able to report to the work site within 30 minutes of being called. This time will be determined using a reputable internet mapping site to determine the length of time required to drive from the employee's residence to City Hall. Standby duty will be assigned on an equitable and fair basis to all qualified employees. At the discretion of the City Manager, employees not able to comply with the 30 minute response time requirement will be eligible for Standby duty. Employees who cannot comply with the 30 minute response time requirement, but who still wish to be on Standby duty, will not receive compensation for travel time to or from the work location.

C. Call Back and Emergency Overtime Duty. In addition to standby compensation, employees shall receive a minimum of two hours compensation at Overtime rates (1.5) for hours worked for any call--including during the holiday closure--which requires them to return to duty with less than 24 hours' notice and as such hours are already compensated at Overtime, are not included in the calculation of hours worked for purposes of the overtime threshold in Section 4 (A) above. Any time already compensated at the Overtime premium rate (1.5) is not included in the calculation of hours worked for purposes of the overtime threshold in Section 4 (B) above.

D. Water Weekend Duty. Employees in the Water and Maintenance Divisions are required to perform Water Weekend Duty which involves a combination of standby and call back to work, but where there is more than 24 hours' notice of the additional return to work required. Standby time is compensated as described above in Section 4 (B). The additional work required with more than 24 hours' notice shall be compensated at the employee's regular rate for four hours each day, which includes checking the water system on site twice daily and by internet connection a minimum of twice daily and as needed. The four hours is compensated at straight time unless the hours exceed the Overtime threshold, at which time, the portion exceeding forty hours would then be compensated at Overtime rates. Call back time during the "Holiday Closure" shall be at Overtime rates regardless of whether or not the employee has exceeded 40 hours in the work week, as described in Section 4 (A) above. Time compensated at the Overtime premium rate (1.5) is not included in the calculation of hours worked for purposes of the overtime threshold in Section 4 (A).

F. Court Time. Employees who are required to appear in court during their off duty hours on behalf of the City shall receive overtime compensation for the number of hours actually spent in court, plus round trip travel time from the place of employment to the court, with a minimum of two (2) hours of such compensation. If a City vehicle is not available, mileage will be paid at the standard mileage rate as established by the IRS from time to time.

G. Scheduling Changes. Employees shall be notified a minimum of three (3) working days in advance of any scheduling changes, except in the case of emergency or if time is of the essence.

SECTION 5. SPECIAL COMPENSATION

A. Court Subpoena. An employee who is served with a subpoena to appear as a witness during regular work hours in a deposition or proceeding in a court action to which they are not a party shall receive their normal compensation for the time actually spent while personally testifying or traveling to place of testimony, less any amount the employee receives or is entitled to as witness fees or mileage reimbursement. The employee shall be responsible for demanding payment for all fees or reimbursables to which they are entitled.

B. Jury Duty. Any employees summoned for jury duty in a court action shall receive their normal compensation for the actual time served as required as an actual or prospective juror. Employees shall not receive compensation for actual time served as an actual or prospective juror for regular days off (e.g. alternate Fridays). Employees are allowed to keep the stipend provided by the County.

C. Acting Pay. All employees, who by written assignment by their Department Head, perform the duties of a position with a higher salary classification than that in which they are regularly employed, shall receive the compensation specified for the position to which they are thus assigned if they perform the duties thereof for a period of one (1) uninterrupted month or more, said increased compensation to be at such step within the higher classification as will accord such employee an increase of at least five percent (5%) over their current regular compensation, provided that the compensation does not exceed the maximum step in the salary range for the higher classification. Such compensation shall be retroactive to the first day of the assignment.

D. Bilingual Pay. Employees passing the City's bilingual testing process shall receive an additional \$150 per month for speaking the language of Korean, Mandarin Chinese, Spanish, Vietnamese, or other language(s) deemed required or necessary by the City Manager. Biennial recertification by the Human Resources Division is required.

SECTION 6. PAY PERIODS

All employees shall be paid bi-weekly. Requests for changes to tax withholding may be made four (4) times per calendar year (A request to change withholding for one pay period and return it to the prior withholding the next pay period is considered two requests). Additional change requests may be granted upon approval of the City Manager.

SECTION 7. SALARY SCHEDULES

- A. Attachment A shall become effective the pay period that includes July 1, 2022, and consists of a base salary increase of 5.0% for all represented classifications.
- B. Attachment B shall become effective the pay period that includes July 1, 2023, and consists of a base salary increase of 4.0% for all represented classifications.
- C. Attachment C shall become effective the pay period that includes July 1, 2024, and consists of a base salary increase of 5.0% for all represented classifications.

SECTION 8. REST PERIODS AND CLEANUP TIME

- A. Employees shall be allowed paid rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such a rest period shall be scheduled in accordance with the requirements of the work unit, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period.
- B. Each employee shall, when necessary, be permitted a reasonable period of paid time, as determined by the Department Head, at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash up, and changing clothes.

Section 9. SCHEDULE OF WORK

Employees are assigned to a seven day work period. Regularly scheduled hours of work for employees working regular business hours shall be Monday through Thursday, 7:30 a.m. to 6:00 p.m. with a one hour meal break as described in Section 8 above. Employees not associated with regular business hours may have a different schedule, but will not exceed 38 regularly scheduled hours of work for the work period. By setting these schedules, the City is in no way giving up its Management right to set or change work schedules or to make changes to schedules to cover for illness or emergencies.

Section 10. DIRECT DEPOSIT. All employees are required to sign up for direct deposit.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

SECTION 1. EQUAL OPPORTUNITY. The City of La Palma is an equal opportunity employer and prohibits discrimination in employment because of an individual's Protected Class. Protected Class includes race, age, religion, color, national origin, ancestry, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), sexual orientation, citizenship status, disability, medical condition, genetic characteristics or information, marital status, and military or veteran status.

SECTION 2. RESIDENCY. Residency in the City of La Palma is not required as a condition of employment.

SECTION 3. PHYSICAL EXAMINATION. The City reserves the right to designate a doctor, or doctors, for all required examinations, and the cost of any required examinations will be borne by the City.

SECTION 4. PROBATION PERIOD. An employee shall be on probation for a period of one year from the date of commencement of employment. Probation may be extended an additional six (6) months when warranted upon approval of the City Manager. Probationary employees may be terminated from employment with or without cause by the Department Head with the approval of the City Manager, in their sole discretion, and in accordance with State and Federal laws.

SECTION 5. OTHER EMPLOYMENT. No employee shall engage in any other employment that is inconsistent or incompatible with City employment. Other employment must be approved in advance by the Department Head. Wearing of City uniforms or City-supplied clothing while engaging in non-City employment is prohibited.

ARTICLE V

HOLIDAYS

SECTION 1. DESIGNATED HOLIDAYS. Designated holidays shall be New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, and Christmas. When a designated holiday falls on a regularly scheduled Friday off, the day of absence shall be the preceding Thursday except in the specific cases listed in Section 1 (F). When a designated holiday falls on Saturday, the day of absence shall be the preceding Friday except in the specific cases listed in Section 1(F). When a designated holiday falls on Sunday, the day of absence shall be the following Monday.

A. All full-time employees shall be granted 36 hours of absence, termed "floating holiday", in addition to designated holidays. "Floating holiday" time shall be taken between July 1 and June 30 of the fiscal year at a time selected by the employee with the concurrence of the Department Head. For new employees, floating holiday hours shall be pro-rated over the fiscal year based on the employee's employment date. Any floating holiday time remaining as of June 30 of the fiscal year shall be forfeited and at no time shall floating holiday time be eligible for cashout.

B. All City Hall, City Yard, Police Department Administrative staff, and Community Services full-time staff will utilize floating holiday time, compensatory leave, or vacation leave to facilitate a Holiday closure between the Christmas Holiday and the New Year's Holiday.

C. If any designated holiday is within an employee's scheduled vacation period, that particular day of absence will be charged to "holiday" rather than "vacation".

D. No absence under the holiday provisions in this article shall be charged to or paid from sick leave accumulated benefits.

E. Holiday pay for Full-Time Employees. Full-time employees covered by this agreement, shall be paid on the basis of the number of hours normally scheduled on the day on which the holiday falls. If the employee would have worked in excess of 9 hours, the employee will be required to utilize Compensatory, Floating Holiday, or Vacation hours to supplement the difference.

F. When Christmas falls on a Friday, nine hours of floating holiday will be given in lieu of the Christmas Eve holiday as the Christmas holiday leave will be taken on Christmas Eve. When Christmas Eve falls on a Saturday, nine hours of floating holiday will be given in lieu of the Christmas Eve holiday to be used to offset the Holiday closure between Christmas and New Year's.

ARTICLE VI

VACATIONS

SECTION 1. VACATIONS. In accordance with the following rules, and subject to the limitations, deductions and loss thereof as provided in the Article, each employee shall be allowed and credited with the right to take vacation absences with pay, hereinafter referred to as vacation, in addition to allowed holidays and sick leave absences.

A. Schedule for Tier One Full-time Employees (Hired prior to July 1, 2011). Vacation credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours) for continuous full-time employment beginning with the first day of their employment. Continuous full-time employment shall be time for which the employee is paid, except for the first 30 days of leave without pay.

1. Vacation. Credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours per year) for each year of continuous full-time employment, beginning with the 13th month to the completion of 120 months of continuous employment.

2. Vacation. Credit shall be computed on the basis of 6.16 hours per pay period (160.16 hours per year) for each year of continuous full-time employment, beginning with the 121st month to the completion of 180 months of continuous employment.

3. Vacation. Credit shall be computed on the basis of 7.08 hours per pay period (184.08 hours per year) for each year of continuous full-time employment, beginning with the 181st month to the completion of 240 months of continuous employment.

4. Vacation. Credit shall be computed on the basis of 7.70 hours per pay period (200.2 hours per year) for each year of continuous full-time employment, beginning with the 241st month of continuous employment.

B. Schedule for Tier Two Employees (Hired as new City of La Palma Employees on or after July 1, 2011). Vacation credit shall be computed on the basis of 3.08 hours per pay period for continuous full-time employment beginning with the first day of their employment. Continuous full-time employment shall be time for which the employee is paid, except for the first 30 days of leave without pay.

1. Vacation. Credit shall be computed on the basis 3.08 hours per pay period (80.08 hours per year) for each year of continuous full-time employment, beginning with the 13th month to the completion of 60 months of continuous employment.

2. Vacation. Credit shall be computed on the basis of 4.62 hours per pay period (120.12 hours per year) for each year of continuous full-time employment, beginning with the 61st month to the completion of 120 months of continuous employment.

3. Vacation. Credit shall be computed on the basis 6.16 hours per pay period (160.16 hours per year) for each year of continuous full-time employment, beginning with the 121st month to the completion of 240 months of continuous employment.

4. Vacation. Credit shall be computed on the basis 7.08 hours per pay period (184.08 hours per year) for each year of continuous full-time employment, beginning with the 241st month of continuous employment.

C. Taking. All or any part of accrued vacation hours credited may be taken only as herein provided. Accrued vacation hours taken shall be counted as full-time employment.

D. First Vacation. An employee's first vacation may not be taken before the accumulated vacation hours credited to the employee are equal to or greater than the vacation credit for 6 months of work, unless approved by the City Manager, in his/her sole discretion.

E. Department Head Approval. An employee shall not be entitled to take vacation unless the date(s) of the vacation are approved in advance by the employee's Department Head, or, in the event of the Department Head's refusal or failure to do so, by the City Manager. Vacation shall not be unreasonably denied. The taking of an employee's vacation shall be scheduled for such time as will achieve the most efficient functioning of the department and so as to avoid any loss of allowable vacation absences by reason of the limitation on the accrual; provided, however, that the Department Head will endeavor, subject to the foregoing limitations, to schedule an employee's vacation at or near the date(s) requested by the employee.

1. Except as otherwise provided herein, vacation may not be used in lieu of sick leave and generally must be scheduled in advance of the absence; however, if the Department Head determines that an emergency or other unusual occurrence exists for which sick leave cannot be used and the employee has no compensatory time or other appropriate leave available, the Department Head has the discretion to allow vacation hours to be used when an employee calls in an absence on the actual day of the absence.

F. Maximum Accumulation. Allowed vacation credits shall be cumulative. Vacations taken shall be deducted from the first vacation credits accumulated. The maximum accumulation of vacation credits that may be held is 320 hours. Whenever the maximum vacation accumulation is reached, and so long as it continues, the first monthly vacation credit included in such accumulation shall become null and void, and be deemed forfeited by the employee, each time a new monthly vacation credit is added to the accumulation of vacation credits.

G. Vacation Cash-out Option. Each full-time employee shall have the option of "cashing out" up to one hundred (100) hours of vacation, once per fiscal year. However, a

minimum of forty (40) hours of any combination of vacation and/or compensatory leave must have been taken in the twelve months prior to cashing out any vacation hours and the employee must retain a bank of at least 20 hours of vacation and compensatory combined following the cashout. Cashout requests shall be processed and included on the next available regular paycheck following an approved request to cashout the leave.

H. Termination of Employment. Except as otherwise herein provided, an employee whose employment is terminated by death, resignation, layoff, or otherwise shall then be paid for the balance of the accumulated vacation credits, at the employee's salary rate in effect at such termination.

ARTICLE VII

SICK LEAVE

SECTION 1. ACCRUAL OF SICK LEAVE. Sick leave with pay shall be allowed and computed on the basis of 3.70 hours per pay period in accordance with the following rules to each full-time employee.

- A. The maximum accrual of unused sick leave for an employee shall be 760 hours.

SECTION 2. SICK LEAVE CHARGE RATE. Sick leave shall be charged at the rate of one (1) hour for each hour an employee is absent with pay on sick leave. Increments shall be no less than fifteen (15) minutes.

SECTION 3. SICK LEAVE USAGE. An employee eligible for sick leave pay shall be granted such leave for the following reasons:

- A. Personal illness or physical incapacity.
- B. Forced quarantine of the employee in accordance with community health regulations.
- C. Serious illness of a member of the employee's immediate family, which requires the presence of the employee for a period not to exceed five working days. Immediate family shall be defined as child, spouse, domestic partner, parent of an employee, anyone for whom the employee has legal guardianship, or anyone for whom the employee has been designated as the primary caregiver.
- D. Medical or dental appointments
- E. Pursuant to the requirements of Labor Code Section 233, at the employee's option, vacation may be substituted for sick leave when one of the above conditions exists and when the employee has used all accumulated sick leave.

SECTION 4. PERSONAL NECESSITY LEAVE. Each full-time employee shall be afforded the opportunity to use up to 18 hours of sick leave benefits per fiscal year (on a non-accumulative basis) for personal necessity leave, for personal unplanned events, which may need immediate attention. Personal necessities shall include, but not be limited to, family emergencies, or imminent danger to the employee's home, or other valuable property.

SECTION 5. SICK LEAVE CASH-OUT OPTION. Each full-time employee shall have the option of "cashing out" up to fifty (50) hours of sick leave, once per fiscal year. However, a minimum balance of eighty (80) hours shall be maintained in their accrued sick leave account. This option can

be exercised at any time during the term of the Agreement. Employees who have in excess of 700 hours on June 1 of each year, may cash out an additional 12 hours of sick leave. Cashout requests shall be processed and included on the next available regular paycheck following an approved request to cashout the leave.

SECTION 6. JOB INCURRED ILLNESS OR INJURY.

A. A full-time employee, absent as a result of a job-incurred illness or a job-incurred injury, shall receive, as temporary disability compensation, the full amount of regular straight time salary or wages which would have been earned from the commencement of said disability and until a doctor's notice is received that the employee is released to return to regular work, or is classified as permanent and stationary. This compensation shall not exceed sixty (60) calendar days, and shall be paid only one time for a particular illness or injury. If the disability for which the benefits were payable continues or recurs due to the same or related causes after returning to work, it will be considered a resumption of the prior disability and no further compensation shall be made, except that which is provided by State Worker's Compensation Laws and applicable long-term disability insurance. Employees will only be compensated for normal working hours and shall not be entitled to extra pay for hours where they may be receiving medical care during non-scheduled hours (e.g. hospital stays, medical appointments on the weekends, etc.)

The above notwithstanding, in the event of temporary disability, extending beyond the first sixty (60) calendar days, the employee shall have the option, in addition to compensation under the Worker's Compensation Laws, to use paid sick leave, up to the number of hours accumulated, and once sick leave is exhausted, may also then elect to draw on any accumulated vacation hours to receive up to the amount of the employee's bi-weekly pay.

SECTION 7. APPROVAL OF SICK LEAVE. Sick leave absence with pay may be taken, provided that the employee has a sufficient balance of accrued sick leave to cover the requested absence.

A. No payment for sick leave shall be made without the approval of the Department Head.

B. If an employee's sick leave absence extends beyond three consecutive working days for reasons of personal illness or injury, or any time abuse of sick leave is suspected and an employee is notified in advance in writing of the requirement, a written statement may be required, certifying that the employee was incapacitated from the performance of their employment duties during the entire term of such absence. The written statement shall be signed by a licensed physician or dentist qualified to render a medical opinion on the illness or injury in question. If an employee's sick leave absence extends beyond five consecutive working days for reasons of personal illness or injury, such written statement from a physician or dentist shall be required. Whenever a physician or dentist written statement is required by the City, the City shall reimburse the employee for any applicable office visit copays incurred.

C. Where an employee's absence due to personal illness or injury extends for more than five consecutive working days, the Department Head, with the approval of the City Manager, may require the employee to submit to one or more examinations, at City expense and by physicians or dentists selected by the City in its sole discretion for the purpose of determining the nature and extent of the employee's disability. The failure or refusal of an employee to submit to any such examination within five days after being requested to do so in and of itself constitutes sufficient and proper grounds for termination of the employee.

D. Upon the employee's return to work following an absence for more than five working days due to illness or injury, an employee shall submit to their Department Head a written statement signed by a qualified physician or dentist certifying that they are physically able to resume work.

E. An employee who has used all sick leave earned and credited, may not have unearned sick leave credit advanced except by order of the City Council.

SECTION 8. COMPENSATION FOR UNUSED SICK LEAVE. The unit value of an employee's unused sick leave shall be eight-hours for each full month of employment. No compensation for unused sick leave accumulation will be paid if termination, for any reason, occurs prior to 60 months of continuous full-time employment.

A. The first full day of sick leave absence in any month shall not be added to or subtracted from the accumulation. Any number of hours of sick leave absence, within an eight-hour day, will be charged against the credit for that day or month. Any number of full days or hours of any one day, more than the first eight hours of paid sick leave absence in any month, shall be charged against the accumulated credit.

B. Except as provided below, a full-time employee upon a regular California Public Employees' Retirement System (CalPERS) retirement following the completion of 60 or more months of continuous employment with the City of La Palma, shall receive 100 percent (100%) payment for all accumulated sick leave credit, up to a maximum of 320 hours at the salary or wage rate in effect at such retirement. This compensation shall be provided when final verification of retirement is received by the City from CalPERS.

1. Employees who have in excess of 500 hours of accumulated sick leave credit as of July 1, 2011, shall receive, at retirement, 100 percent (100%) payment for all accumulated sick leave credit, up to a maximum of the number of hours accrued as of July 1, 2011, at the salary or wage rate in effect at such retirement. For example, an employee who has an accumulated sick leave balance of 700 hours on July 1, 2011, may cash out up to 700 hours at the time of retirement.

C. Except as provided below, if a full-time employee's employment is terminated for any reason, other than provided in Section 8 (B), after 60 months of continuous employment, compensation for thirty-five percent (35%) of the maximum of 320 unused sick leave accumulated hours, computed to the nearest whole dollar will be paid. Compensation shall be based on the hourly rate of pay at the time of termination.

1. Employees who have in excess of 500 hours of accumulated sick leave credit as of July 1, 2011, shall receive, upon separation other than retirement, thirty-five percent (35%) payment for all accumulated sick leave credit, up to a maximum of the number of hours accrued as of July 1, 2011, at the salary or wage rate in effect at the time of separation. For example, an employee who has an accumulated sick leave balance of 700 hours on July 1, 2011, may cash out up to 245 hours at the time of separation.

D. The individual employees that have in excess of 500 hours of accrued sick leave as of July 1, 2011, as referred to in Subsections B and C in this Section, shall be identified in a Side Letter on July 1, 2011, that identifies the exact accrued sick leave balance for each affected employee as of July 1, 2011. The Side Letter shall be placed in each affected employee's Personnel File.

ARTICLE VIII

OTHER LEAVE PROVISIONS

SECTION I. PREGANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITION

A. A female employee disabled by pregnancy, childbirth, or a related medical condition may take a leave for a reasonable period of time not to exceed four months and thereafter return to work. The employee shall be entitled to utilize any accrued vacation, compensatory time, and/or sick leave during this period of time. "Reasonable period of time" means that period during which the female employee is disabled on account of pregnancy, childbirth, or a related medical condition.

An employee who plans to take a leave pursuant to this section must give the City reasonable notice of the date the leave shall commence and the estimated duration of the leave.

The City will maintain group medical coverage for employees taking pregnancy disability leave, for the entirety of the four-month leave, at the same level and under the same conditions that coverage would have been provided if the employee had not taken the leave.

An employee, with the advice of her physician, may request a temporary transfer to a less strenuous or hazardous position for the duration of her pregnancy where that transfer can be reasonably accommodated. The City is not required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

Under FMLA, any period of incapacity or treatment due to pregnancy, including prenatal care, is a "serious health condition," and therefore leave taken for that purpose will be counted as part of the 12-week total entitlement under FMLA.

The right to take leave under California Family Rights Act (CFRA) is separate and distinct from the right to take pregnancy disability leave under Government Code Section 12945(a). An employee's own disability due to pregnancy, childbirth, or related medical conditions is not included as a "serious health condition" under CFRA. Thus, at the end of an employee's four-month pregnancy disability leave under Government Code Section 12945(a), the employee may take CFRA leave of up to twelve workweeks for reason of the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition or that the employee continue to be disabled by her pregnancy, childbirth, or related medical condition in order to take CFRA leave for the birth of the child. CFRA also provides that the City may (but is not required to) allow an employee to use CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the birth and the employee's health care provider determines that a continuation of the leave is medically necessary. Doing so would not

require the City to provide more than the amount of CFRA leave to which the employee was otherwise entitled.

Under CFRA, the maximum possible combined leave entitlement for both pregnancy disability leave and CFRA leave for the birth of the child is four months and twelve workweeks. That assumes that the employee is disabled by pregnancy, childbirth, or a related medical condition for four months and then requests and is eligible for a full 12 week CFRA leave for the reason of the birth of her child.

For purposes of determining whether an employee who has taken a pregnancy disability leave (which is also a FMLA leave) and who then wants to take a CFRA leave for the birth of her child has met the CFRA employee eligibility requirements, the 12-month period during which the employee must have worked 1,250 hours is the period immediately preceding the employee's first day of FMLA leave based on her pregnancy, not the first day of the subsequent CFRA leave for reason of the birth of her child.

SECTION 2. BEREAVEMENT LEAVE. A full-time employee shall be granted paid Bereavement Leave of no more than 36 hours in any one instance in the event of the death of a member of the employee's immediate family, consisting of spouse, domestic partner, parents, children, step-children, grandchildren, grandparents, brother or sister, step-brother or step-sister of the employee as well as the parents or grandparents of the employee's spouse or domestic partner. In the event the employee must travel out of state in connection with the bereavement, the leave shall be extended to 45 hours.

SECTION 3. MILITARY LEAVE. An employee shall be entitled to a leave with pay, less any amount the employee receives or is entitled to as compensation by the Federal or State government, for required active duty in the Armed Forces Reserve, after full-time continuous employment by the City for at least 12 months, for a period not to exceed 30 calendar days. A further leave without pay shall be granted if a required encampment extends longer than 30 calendar days. At the conclusion of the military duty, the employee shall be permitted to resume their former position in the City employment. If military leave is taken prior to 12 months of continuous full-time employment, the leave shall be without pay. An employee eligible for paid leave may select the option of receiving full pay and turning over to the City their payment for military service, or may request the difference between the payment for military service and their regular salary.

SECTION 4. PERSONAL LEAVE. Leaves of absence without pay, each not to exceed one calendar month, may be granted by a Department Head in his/her sole discretion. Leaves of absence without pay, each not to exceed one year, may be granted by the City Manager in hers/his sole discretion. Requests for all leaves of absence without pay shall first be made to the Department Head.

SECTION 5. ABSENCE WITHOUT LEAVE. Any absence from work without leave or without a post-absence acceptable excuse, or pursuant to a right established by this MOU, shall, in and of itself, be sufficient grounds for termination of employment.

SECTION 6. BENEFIT PROVISIONS FOR LEAVES WITHOUT PAY. Any employee on an approved leave without pay for any reason, in excess of 30 days, shall not be entitled to paid City benefits during the time of the absence unless such payment is required by law. The employee shall have the option of continuing one or more benefits at his or her sole expense at the actual rate charged.

SECTION 7. CATASTROPHIC LEAVE. Any employee who has a serious health condition and has exhausted their available paid leaves may be eligible to receive donated leave from other employees under the City's Catastrophic Leave Program. Any employee may donate sick leave or vacation leave to an eligible employee under the Catastrophic Leave program assuming he/she meets the qualifications to donate as defined in the program.

SECTION 8. FAMILY MEDICAL LEAVE ACT (FMLA). During the term of this agreement the LPGEA and the City agree to meet and confer regarding an updated FMLA policy. Any policy shall not take effect during the term of this MOU unless the parties agree.

ARTICLE IX

TRAINING

SECTION 1. REQUIRED TRAINING. An employee who is required by their Department Head to attend a specified off duty training course, shall, upon submission of receipts, receive reimbursement for the following: transportation cost where appropriate, cost of books, course registration, and related expenses directly necessary for the successful completion of the course. Additionally, time engaged in mandated training shall be paid time.

SECTION 2. DESIRABLE TRAINING. Desirable training is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City. In accordance with the City's Tuition Reimbursement Program; prior to enrolling in a class for desirable training, a full-time employee desiring reimbursement for their expenses shall obtain approval as to course content and its relationship to the employee's employment with the City. In the event the request is approved, which approval shall be in the City's sole discretion, and upon completion of the course, with a grade of "C" or better, or equivalent grade point, the employee shall submit to his or her Department Head a copy of the official transcript and a receipt for the tuition fee. On approval by the Administrative Services Director, the employee shall then be reimbursed for the cost of tuition, plus up to \$200 per semester for the cost of books required for the completion of the course(s) which may then become the property of the City in accordance with the tuition reimbursement policy adopted by the City. Employees may submit costs for courses and books for reimbursement for up to a maximum annual reimbursement of \$2,500. If the employee terminates their employment with the City of La Palma either voluntarily or involuntarily within one year following the date of course completion, all funds reimbursed for such course work shall be repaid to the City by the employee.

SECTION 3. TRAINING CONFERENCES AND SEMINARS. With the approval of the Department Head and the City Manager in their sole discretion, employees may participate in various conferences and seminars. They will be reimbursed on a cost basis after presenting receipts for allowable expenses.

SECTION 4. TRAVEL EXPENSES.

A. Mileage Reimbursement. Approved use of private automobiles on City business will be reimbursed at the standard mileage rate as established by the IRS from time to time. When an employee is travelling from home to a meeting or event, the mileage will be reimbursed either from the employee's home address or City Hall, whichever is less.

B. Other Costs. Reimbursement of actual and necessary expenses while on City business shall be in accordance with the guidelines established in the City's Administrative Policy Manual. Reimbursement requests must be turned in within 30 days of the end of the fiscal year for reimbursement.

ARTICLE X

GROUP INSURANCE

SECTION 1. MEDICAL PREMIUMS.

A. All employees must enroll in one of the PERS health program plans, unless they submit to the City both: (1) proof of health coverage and (2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions as described below for any other eligible plans.

B. Medical Plan Premiums.

For full-time employees covered by this Agreement, the City shall pay a maximum of the medical plan premium required by the Public Employees Medical and Hospital Care Act (PEMHCA), which is as follows:

January 1, 2022:	\$149
January 1, 2023:	\$151
January 1, 2024:	\$155 (estimate)

The actual PEMHCA amount will be adjusted annually pursuant to the amounts required by Government Code Section 22892.

C. Fringe Benefit Cafeteria Plans.

The City shall make a monthly fringe benefit contribution to each eligible employee to be used toward the fringe benefit cafeteria plan. These funds shall only be used for eligible plans included with the cafeteria plan. The City's distribution of this monthly composite contribution to those full-time employees who enroll in one of the CalPERS health plans shall be in the following manner.

Effective July 1, 2022			
Plan	Fringe Benefit	PEMHCA Amount	Total Combined Benefit
Employee Only	\$417.49	\$149	\$566.49
Employee + one	\$607.49	\$149	\$756.49
Employee + two or more	\$766.49	\$149	\$915.49
Effective January 1, 2023			
Employee Only	\$415.49	\$151	\$566.49
Employee + one	\$605.49	\$151	\$756.49
Employee + two or more	\$764.49	\$151	\$915.49
Effective January 1, 2024			
Employee Only	\$411.49*	\$155*	\$566.49
Employee + one	\$601.49*	\$135*	\$756.49
Employee + two or more	\$760.49*	\$155*	\$915.49
*Estimated			

D. Eligibility to enroll in the medical insurance plan provided by the City shall be within 60 days of consecutive, continuous full-time employment with the City. Coverage normally begins the first day of the month following 30 days of consecutive, continuous full-time employment with the City. An employee's start date and return date of enrollment documents may alter the date when coverage begins. City-paid coverage is maintained during an approved family medical leave act (FMLA) or California Family Rights Act (CFRA) leave regardless of the employee's paid status.

E. Full-time employees hired before July 1, 2018, who select the option of not enrolling in one of the CalPERS plans, and who meets the conditions outlined in Section 1 (A) of Article X, shall receive \$565 monthly cash payout. No additional increases are applicable to the cash payout amount after July 1, 2018. The payment shall be calculated and distributed with the second paycheck of each month. Full-time employees hired on or after July 1, 2018, who select the option of not enrolling in one of the CalPERS plans, and who meets the conditions outlined in Section 1 (A) of Article X, shall forfeit any City contribution towards medical premiums.

1. Full-time employees whose monthly health plan premiums were less than the City contribution outlined in Section 1 (B) and (C) above and were provided the difference in a cash payment before July 1, 2018, shall continue to receive the cash payment unless those employees change from single to dependent coverage. If the employee opts for dependent coverage, any cash amount they may have been receiving shall be forfeited. The cash payment amounts are not subject to any additional increases to the City's contribution amounts outlined in Section 1 (B) and (C).

The employee may change from single to dependent coverage at any time, but will be subject to the rules and regulations of CalPERS health programs regarding such reinstatements.

G. Full-time employees separating from the City, as a result of either service or disability retirement, shall be maintained as an insured member of the City group medical plan, as it from time to time exists, with the City paying 100% of the employee only premiums (within the limit described in Section 1 (B) above).

Full-time employees who have at least fifteen years of service and who separate from the City, as a result of retirement due to medical conditions, shall be maintained as an insured member of the City group medical plan, with the City paying an amount equal to 100% of the employee only premiums and fringe benefit contribution. Eligible employees will be covered by this provision up to the age of 65.

If a retiree who currently is eligible to obtain medical insurance coverage, which is generally similar or better in coverage and benefits, at no cost to the retiree, the City may terminate its obligation to provide medical insurance benefits to that retiree. It is understood that medical

insurance plans differ from place to place and that individual items within the plan may vary; it is not intended by this language that the plans need to be identical in coverage.

H. Pursuant to CalPERS, the effective date of termination of health insurance coverage for a full-time employee separating from the City for reasons other than those mentioned in Article X, Section 1 (G) above, is the first of the second month following separation.

I. Except as set forth in Sections 1 (A) through 1 (C) above, the City shall not pay directly or indirectly for or reimburse to any affected employee, any costs or expenses related to medical care or hospitalization incurred by an affected employee or his or her dependents after the effective date of coverage under the CalPERS plan.

SECTION 2. DENTAL PLAN.

A. A full-time employee shall enroll in any dental insurance plan provided by the City. Any such dental plan shall also provide orthodontic coverage.

B. The City shall pay 100% of the premium for a full-time employee and his or her dependents.

C. Eligibility to enroll in any group dental insurance plan provided by the City shall be following 30 days of consecutive continuous employment with the City.

D. If a full-time employee is enrolled in the City's dental plan and that plan pays for crowns, the City shall pay up to 30% of the reasonable and customary amount charged for the crown, upon presentation of a billing statement or statement of benefits from the dentist showing the amount charged and the amount paid by insurance, if applicable. At no time shall the reimbursement from the City exceed the employee's "out-of-pocket" costs for the received services nor shall the combination of insurance and the City reimbursement exceed 80% of the reasonable and customary amount charged for the services. Child dependents are covered through age 25.

E. The City will continue to provide employees the option of choosing between HMO and PPO plans.

SECTION 3. VISION PLAN. An employee and his or her dependents may receive up to \$300 per fiscal year for vision care expenses relating to services and supplies performed or prescribed by an optometrist, ophthalmologist or dispensing optician. Such benefits may include an annual eye exam (including refraction), lenses, and frames, and corrective eye surgery. For the purpose of child dependents, dependents shall be defined pursuant to the dependent definition of the City's medical plan provider.

SECTION 4. DISABILITY INSURANCE. All full-time employees shall be enrolled in the long-term disability plan as provided by the City, with the City paying 100% of the premium, and with the plan having a 30-day elimination period.

SECTION 5. LIFE INSURANCE. The City shall provide life insurance for full-time employees in the amount of \$100,000, \$3,000 for spouse, and \$2,000 per dependent.

SECTION 6. FLEXIBLE BENEFITS PLAN. The City shall offer an IRS Flexible Benefits Plan to all full-time employees in the bargaining unit for the purposes of pre-tax payroll deductions for child care and/or eligible medical expenses. The Plan may be changed or eliminated by the City in its sole discretion.

ARTICLE XI

RETIREMENT

The City shall provide a three tier retirement system as follows:

- A. Tier One Miscellaneous Employees (Hired before July 1, 2011)
- B. Tier Two Miscellaneous Employees (Hired as new City of La Palma Employees on or after July 1, 2011, but prior to January 1, 2013, or employees with prior CalPERS service who are considered Classic Employees under PEPRA)
- C. Public Employee Pension Reform Act (PEPRA) Miscellaneous Employees (Hired on or after January 1, 2013)

Plan	Benefit	Computed On	City Pays	Employee Pays
Tier One Misc.	2.7% @ 55	Single highest year	ER Contribution	EE Contribution
Tier Two Misc.	2% @ 60	Highest Average 36 consecutive months	ER Contribution	EE Contribution
PEPRA Misc.	2% @ 62	Highest Average 36 consecutive months	*50% of Normal Cost	*50% of Normal Cost
*Pursuant to California Government Code				

- D. All employee payments shall be reported as normal contributions and shall be credited to each member's account.
- E. All computations shall be according to California Public Employees Retirement Law (PERL).
- F. All of these retirement plans shall provide the CalPERS Level 4 Survivor Benefit.
- G. All employees in this group shall make a 1.45% Medicare employee contribution regardless of their hire date. The City matches this contribution.

ARTICLE XII

DEFERRED COMPENSATION

The City shall provide payroll deduction and deposit of amounts authorized by an employee desiring to participate in the deferred compensation plan selected by the City Manager. LPGEA shall select a member to participate in developing a recommendation to the City Manager for the choice of carrier. The City Manager's selection of the carrier shall be final. Changes to withholding may be made four (4) times per calendar year (A request to change withholding for one pay period and return it to the prior withholding the next pay period is considered two requests).

ARTICLE XIII

UNIFORMS

SECTION 1. The City will provide the following uniforms for an employee in the Maintenance and Water Divisions.

A. Ten sets, comprised of shirt, shorts, and trousers for employees working five (5) day workweeks. Employees shall keep on hand a pair of uniform trousers in their locker at all times. Further, it shall be at the Department Head's discretion to determine when uniform trousers must be worn for particular assignments.

SECTION 2. BOOT ALLOWANCE.

A. The City shall provide an employee in the Maintenance and Water Divisions an annual cash boot allowance of \$150 per fiscal year. At all times while on duty, those employees shall wear approved steel-toed safety boots and they must be kept in good repair.

B. The boot reimbursement shall be paid in one lump sum with the first paycheck in July.

C. For newly hired employees in the Maintenance and Water Divisions, the first year boot allowance shall be paid in full with the new employee's first paycheck. However, in the event the employee is unsuccessful in satisfactorily performing job duties within their first year of employment, a pro-rated amount of the boot allowance shall be due to the City.

ARTICLE XIV

COMPLETION OF MEET AND CONFER

SECTION 1. EXCLUSIVITY OF SCOPE OF MOU. It is the express understanding of the parties hereto that this Memorandum of Understanding represents the sole and complete understanding between the parties, and that this Memorandum of Understanding shall govern the entire relationship between the parties and shall be the sole source of any rights which may be asserted hereunder. In this regard, the parties shall not be obligated or required to meet and confer, except by their mutual consent, with respect to any subject or matter, whether referred to or covered by this Memorandum of Understanding or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City or the Employees and/or the LPGEA at the time they met and conferred or executed this Memorandum of Understanding, and even though subjects or matters were proposed by one of the parties and later withdrawn.

SECTION 2. RESERVATION OF CITY'S RIGHTS. The parties hereto further expressly understand that all rights not clearly and expressly limited by this Memorandum of Understanding are expressly reserved to the City, even though not enumerated. The express provisions of this Memorandum of Understanding constitute the only limitations upon the City's rights to determine, implement, supplement, change, alter, modify, or discontinue, in whole or in part, any term or condition of employment, or adopt any policy, rule, regulation, program or practice as the City deems in its sole discretion to be necessary or appropriate; provided, however, that the City shall comply with all Federal and State laws relating to employee rights, opportunities, and benefits except for the requirement to meet and confer with regard to such changes, alterations, modification or exercise of such reserve power, which right has been expressly waived by the Employees and the LPGEA.

SECTION 3. OTHER PROVISIONS. If, at any point during the term of this Memorandum of Understanding, the City experiences, or it becomes known that the City will experience, a major revenue loss in the General Fund from a single or combined source (as defined below), the City retains the sole and exclusive option to re-open the MOU to meet and confer in regards to, but not limited to, salary and wage schedules, benefit schedules, and staffing levels.

Circumstances which may determine such revenue losses may include, but are not limited to, new legislation, loss of a major sales tax provider(s), certain business industry fluctuations, and any other unforeseen event affecting any or several of the City's General Fund revenue sources.

During the first twelve (12) months of this MOU, the parties agree to reopen the MOU on the following topics:

- Equity adjustments for the classifications of Maintenance Worker and Lead Maintenance Worker; and

- Re-establishment of a forty (40) hour workweek with a corresponding increase in base salary rates.

The parties acknowledge that this reopener does not obligate the City to change and/or modify any provisions of the MOU during the term of the MOU. Any changes/modifications to the MOU as a consequence of this reopener must be by mutual agreement. The failure to reach mutual agreement is not subject to the MOU grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in the Superior Court.

ARTICLE XV

GRIEVANCE PROCEDURE

SECTION 1 DEFINITION A "grievance" is a formal, written allegation by a grievant that they have been adversely affected by an existing violation, misinterpretation, or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Procedure set forth in this Memorandum of Understanding.

SECTION 2 PROCEDURE

A. Informal Resolution. Every effort shall be made to resolve a grievance through discussion between the employee and their immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

B. If the problem cannot be resolved between the employee and the supervisor, the employee may, within ten (10) calendar days from the date of receiving the answer from their supervisor, request and be granted an interview with the Division Manager, if one exists, in order to discuss the grievance.

C. If the Division Manager and employee cannot reach a solution to the grievance, the employee may, within ten (10) calendar days from the date of receiving the answer from the Division Manager, request, in writing, and be granted an interview with the Department Head.

D. The Department Head shall render their decision in writing within fifteen (15) calendar days of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the Department Head, submit a written appeal to the City Manager.

E. The City Manager shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative review.

F. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted their administrative remedy.

G. The employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, they shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

H. The employee and/or their representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the appeal. However, no employee shall absent themselves without first being excused by their supervisor.

I. No employee shall be required to be represented by an employee organization in processing a grievance.

J. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.

K. The settlement terms of a grievance which is processed by an employee individually or by a formally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.

L. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) working days after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

M. Performance evaluations are not grievable. However, an employee who disagrees with all or part of an evaluation has the right to attach comments pertaining to the areas of disagreement, which become a formal part of the evaluation.

N. The grievance shall be submitted on a form prescribed by the Personnel Officer, and shall contain (1) the specific situation, act or acts alleged to be unfair, (2) the alleged inequity or damage suffered by the employee, and (3) the relief sought.

O. Copies of grievance forms and case files will not be placed in employee personnel files, but will be maintained in separate files in the Human Resources Division.

P. In the event a “calendar day” deadline falls on a Saturday, Sunday, or observed City holiday (in which the City Hall is closed), the “calendar day” deadline shall roll-over to the next business day in which City Hall is open.

ARTICLE XVI

LAYOFF PROCEDURE

SECTION 1: INTENT

A. Whenever in the judgment of the City Council it becomes necessary in the interest of the economy, or because the necessity for a position no longer exists, the City Council may abolish any position for employment in the competitive service; and the employee holding such position for employment may be laid off without taking disciplinary action and without the right of appeal.

B. The layoff procedure is intended to give a consideration of both seniority and competency whenever the layoff of employees is necessary.

SECTION 2: PROCEDURE

A. Determination of need for layoff will be made by the City. Classifications to be affected and the number of employees included will be determined by the City.

B. Employees to be laid off shall be given at least fourteen (14) days prior notice (or two weeks' pay in lieu of notice).

C. If an employee in an affected classification is a probationary appointment, that employee will be selected to be laid off, subject to bumping, and reemployment rights if they are a promotional probationary employee. (Any temporary, seasonal, provisional and/or part-time employees in the classification shall be laid off first.)

D. Employees who have successfully completed probation in the affected classification will be ranked by 1) seniority, and 2) competency in the classification.

E. The Department Head, subject to review by the City Manager, will determine, based upon official personnel records, and/or qualified testing procedures, where applicable, the individual selected for layoff in the classification. The Department Head will utilize a combination of the seniority and competency of the individual in making this determination as set forth in the following example:

	Seniority Ranking in Classification (“1” Having Most Seniority)	Competency Ranking (“1” Being Most Competent)	Average Ranking (Seniority Ranking + Competency Ranking, Divided by 2)
Employee A	1	2	$3 \div 2 = 1.5$
Employee B	2	3	$5 \div 2 = 2.5$
Employee C	3	1	$4 \div 2 = 2$

Employee B (with the higher average total) would be the employee selected to be laid off in this classification. If Employee B chooses to bump into a lower classification, they would be given a competency factor equal to the average for the new classification. In the event of equal average ranking scores, competency will be used to determine selection.

SECTION 3. BUMPING RIGHTS

An individual laid off from a particular classification may "bump" into a classification in their Department for which they are qualified where the person has held the position previously with the City. After an employee is informed of an impending layoff or "bump down" they must inform the City Manager within five working days of their intent to take the option of the layoff or the "bump down." If an employee chooses to "bump down," the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.

SECTION 4. REEMPLOYMENT RIGHTS

The names of probationary and regular employees who have been laid off shall be placed on appropriate reemployment lists in the order of their competency, from highest to lowest. Such names shall remain thereon for a period of one year unless such persons are sooner reemployed.

When a reemployment list is to be used to fill vacancies, the Personnel Officer shall certify from the top of such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.

ARTICLE XVII

LPGEA AND EMPLOYEE RIGHTS

SECTION 1. EMPLOYEE RIGHTS. The City shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

SECTION 2. PAYROLL DEDUCTION. Membership dues of LPGEA members in this Representation Unit shall be deducted by the City from the pay warrants of such members. The City shall promptly transmit the dues and insurance premiums so deducted to LPGEA.

SECTION 3. USE OF BULLETIN BOARDS. Space shall be made available to LPGEA on departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department.

SECTION 4. EMPLOYER-EMPLOYEE RELATIONS RESOLUTION. Resolution 2013-04 was adopted by the City Council on February 5, 2013, repealing Resolution 71-7 and adopting new rules relating to Employer-Employee Organization regulations. This was done after all parties met and conferred in good faith and agreed to the terms of the new rules.

SECTION 5. AGENCY SHOP

A. Legislative Authority. The parties mutually understand and agree that as a result of State of California adoption of SB 739, all full-time unit employees represented by the La Palma General Employees Association (hereinafter "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 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 standard initiation fee, periodic dues and general assessments of the Association.

B. Union/Association Dues/Service Fees.

1) The Administrative Services Department shall provide all employees upon hiring with an authorization notice advising them that the City has entered into an Agency Shop agreement with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Association dues or a service fee, or a charitable contribution equal to the service fee. Said employees shall have 14 calendar days from the date they

receive the form to fully execute it and return it to the Administrative Services Department.

2) If the form is not completed properly and returned within 14 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 first full pay period after receipt of the authorization form.

3) 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.

C. Religious Exemption.

1) 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 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 the following: City of Hope, American Cancer Society, and American Red Cross. Charitable contributions shall be by regular payroll deductions only in order to qualify as a condition of continued exemption from the requirement of financial support to the Association.

2) 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.

D. 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:

- 1) 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;
 - 2) The vote is by secret ballot;
 - 3) 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 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.
 - 4) If a “recision vote” is approved by unit members during the term of a current MOU, the Association agrees not to petition for or seek Agency Shop status for the remainder of the current MOU.
- E. Records. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.
- F. 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. 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.

ARTICLE XVIII

INTEGRATION AND CONSTRUCTION

This Memorandum of Understanding represents the entire understanding of the parties hereto as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Memorandum of Understanding. This Memorandum of Understanding shall be construed as if drafted by all of the parties hereto.

ARTICLE XIX

NONDISCRIMINATION

SECTION 1. The City and the La Palma General Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination to individuals in a Protected Class as defined in Article IV, Section 1.

SECTION 2. LPGEA shall not discriminate in membership or representation on any basis cited in Section 1 of this Article.

ARTICLE XX

SEPARABILITY

In the event that any provisions of this Memorandum of Understanding are declared invalid by 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 other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXI

MAINTENANCE OF MEMBERSHIP

All Confidential employees who voluntarily choose to become members of the Association shall remain members of the Association, except that these employees may withdraw from the Association by written notice to the Association and the City during the thirty (30) days prior to the expiration of this Agreement.

ARTICLE XXII

DISCIPLINARY PROCEDURE

I. AUTHORITY TO DISCIPLINE

The City Manager and Department Heads are authorized to take disciplinary action regarding employees under their control in accordance with, and within the limits of these rules. Every supervisor shall assist their superiors in achieving sound discipline, and acceptance of a supervisory position shall constitute acceptance by that employee of the corresponding duties and responsibilities, including those disciplinary in nature. Failure to take disciplinary action when appropriate shall reflect on the performance of the supervisor or supervisors involved.

II. CAUSE FOR DISCIPLINE

Each of the following constitutes cause for discipline of an employee. This is not an exclusive list but is provided as a guideline. It is the intent of these rules, however, to include as a cause for discipline any action or non-action by an employee which impedes or disrupts the performance of the City and its organizational component units, is detrimental to employee or public safety, violates properly established rules and procedures, or adversely affects the reputation of the City and its officers or employees.

A. Examples of causes for discipline include, but are not limited to:

1. Any violation of any written rule or regulation promulgated by City related to conduct or performance.
2. Fraud in securing appointment.
3. Incompetency.
4. Inefficiency.
5. Inexcusable neglect of duty.
6. Dishonesty or lying to a supervisor or superior.
7. Violation of any law relating to conflicts of interest, whether contractual or financial.
8. Being under the influence of or using alcohol or drugs on duty, except for prescription drugs provided the Department Head is informed of all warnings on the prescription or drug and provided the employee complies with such warning.

9. While on duty, being in possession of, selling, or using narcotics or any contraband substance.
10. Unexcused Absence.
11. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty or nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this Section.
12. Participating in a strike, work stoppage, slowdown, or a sickout, except as authorized by law.
13. Defrauding the City by making a false claim for compensation, benefits, or reimbursements.
14. Making a false Workers Compensation claim against the City.
15. Improper political activity which prevents the employee or other employees from the efficient performance of employment with the City, or which has a disruptive effect on the efficiency or integrity of the City service or the department in which such employee is employed.
16. Failure or refusal to cooperate with supervisory personnel or other employees.
17. Misuse or misappropriation of City property or funds.
18. Gambling for money or articles of value on City property or during working hours.
19. Tardiness.
20. Abuse of sick leave privileges, including but not limited to reporting sick when not sick, and obtaining sick leave pay falsely or under false pretenses.
21. Excessive absenteeism, which impairs the City's ability to provide services or function effectively or efficiently.
22. Refusal to take and subscribe any oath or affirmation, which is required by law or these rules in connection with his or her employment.
23. Refusing to report on official call in an emergency.
24. Violation of departmental rules and regulations.

25. Intentionally misrepresenting information or facts in any statement, declaration or affidavit duly required of any employee.
26. Insubordination. Insubordination shall be defined as failure or refusal to carry out an order or directive of a superior.
27. Any dishonest or wrongful conduct, act or omission, either during or outside of duty hours.
28. Asking, receiving, or agreeing to receive any bribe, gratuity, or reward of any kind upon any understanding that any employee's action shall be influenced thereby, or shall be given in any particular manner, or upon which any employee may be required to act in the employee's capacity; or attempting by menace, deceit, suppression of truth, or any corrupt means to influence any employee to commit any act, conduct or omission which is clearly inconsistent, incompatible, in conflict with, or inimical to the best interests of the City.
29. Failure to observe or comply with safe working standards, to endanger, to injure, or to damage public property or the private property of any employee or member of the public through negligent, improper or careless conduct or use of equipment; or to permit such actions on the part of any employee under his or her supervision or control.
30. Conduct disrespectful to the public, elected and appointed City officials, supervisors, superiors, Department Heads, or members of City boards or commissions.

B. In the event that the City imposes disciplinary action for cause, including but not limited to any of the above acts and omissions, the employee shall have the right to contest or seek review of the disciplinary action or the basis thereof, in accordance with procedures set forth in Section 4 and 5.

III. TYPES OF DISCIPLINARY ACTION

Disciplinary actions include reprimands, suspensions, demotions, and dismissal, as defined below:

A. Verbal Reprimand. An oral warning that may be given to the employee in the event that the City Manager or their designee determines that a deficiency in performance or conduct is not of sufficient magnitude to warrant a more formal disciplinary action. A confidential written record may be made of such conferences and placed in the employee's file with a copy provided to the employee.

B. Written Reprimands. A written statement from the City Manager or their designee to the employee relating to an action or omission which meets any of the grounds for disciplinary action listed in these rules, indicating that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if the cause is not corrected. The written statement shall be placed in the employee's file, with a copy provided to the employee.

C. Suspension. The temporary separation of the employee from City service without pay for disciplinary purposes for a period not to exceed thirty (30) calendar days per occurrence.

D. Demotion. A change in employment status from one position to another having a lower rate of pay and/or a change in duties which are allocated to a class having a lower maximum rate of pay. The demotion may be temporary or permanent.

E. Dismissal. The discharge of the employee from City service for disciplinary purposes.

IV. DISCIPLINARY PROCEDURES

A. Non-Appealable Disciplinary Actions. Verbal and Written reprimands are not subject to administrative review or appeal. However, the employee has the right to place in their file a written response or rebuttal to any confidential written record of verbal reprimand or written reprimand, provided that such response or rebuttal is submitted for inclusion in the file within thirty (30) days of the employee's receipt of the confidential written record.

B. When a regular employee in the competitive service is to be suspended, demoted, or dismissed, a preliminary written notice of the proposed action shall be prepared by the Department Head, reviewed by the City Manager or their designee, and then delivered to the employee. The written notice shall include:

1. The charges against the employee and reasons for the proposed disciplinary action to be taken, if any.
2. The proposed disciplinary action to be taken, if any.
3. A statement advising the employee that, before any proposed disciplinary action takes effect, the employee or his or her representative has the right to respond orally or in writing within five (5) working days from the employee's receipt of the written notice.

All charges filed against a regular employee shall be documented in clear and concise language. The employee or their representative shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based and, if practicable, shall be supplied a copy of the documents.

Within ten (10) working days after the employee has had the opportunity to respond, the City Manager or their designee shall notify the employee in writing of any disciplinary action to be taken and the effective date of such disciplinary action.

V. APPEAL PROCEDURES

A. Any regular employee in the classified service shall have the right to appeal any termination, suspension of forty (40) hours or more, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to verbal and written reprimands, suspensions of less than forty (40) hours, probationary demotions, performance evaluations, and denial of merit increases. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's Office so that the same is date stamped within a 10 day period. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If the employee files an appeal and follows the procedures described above, an appeal hearing shall be established as follows:

The American Arbitration Association shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one name from the list of hearing officers (the right to strike the first name to be determined by lots) until one name remains, and that person shall be the hearing officer.

B. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 60 calendar days, from the date of filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date and place of the hearing.

C. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.

D. Subpoenas and subpoenas duces tecums pertaining to a hearing shall be issued at the request of either party, not less than 7 calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officers.

E. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the

purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence.

F. Each party shall have their rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

G. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;
2. The appealing party shall then be permitted to make an opening statement;
3. The party imposing disciplinary action shall produce the evidence on their part; the City bears the burden of proof and burden of producing evidence;
4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof, the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

H. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. They shall base their findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in their discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason they believe to be important to reaching a fair and proper

decision. The hearing officer shall render their judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. Their decision shall set forth which charges, if any, are sustained and the reason therefore. The opinion shall set forth findings of fact and conclusions.

I. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. They may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. The hearing officer may not recommend for discipline more stringent than that issued by the Department Head.

The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth their findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

J. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager, or their designee, shall adopt, amend, modify, or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager, or their designee, shall order and read the transcript to the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager, or their designee, shall not conduct a de novo hearing. The City Manager, or their designee, may, at their option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager, or their designee, shall be final and conclusive. Copies of the City Manager's or their designee's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

K. The decision of the City Manager, or their designee, shall be final and conclusive. Copies of the City Manager's or his/her designee's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

L. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.

M. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager, the time of such suspension, demotion, or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, or his/her designee, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

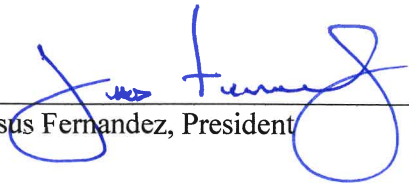
N. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

ARTICLE XXIII
IMPLEMENTATION

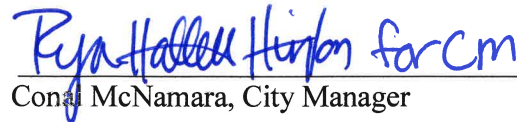
This Memorandum of Understanding is subject to approval by the City Council of the City as implemented by appropriate resolution(s) of the City Council.

LA PALMA GENERAL EMPLOYEES
ASSOCIATION

CITY OF LA PALMA



Jesus Fernandez, President



Conal McNamara, City Manager

Dated: 6/30/22

Dated: 6/30/22

Attachment "A"

La Palma General Employees Association							
Classification and Salary Tables							
July 1, 2022 to June 30, 2023							
Pursuant to Article III, Section 7A of the current MOU							
Biweekly, Monthly, and Annual Rates are based on a 38 Hour Work Week (1,976 hours per year)							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Account Clerk							
Annual	41,179.11	43,238.07	45,399.97	47,669.97	50,053.47	52,556.14	55,183.95
Monthly	3,431.59	3,603.17	3,783.33	3,972.50	4,171.12	4,379.68	4,598.66
Biweekly	1,583.81	1,663.00	1,746.15	1,833.46	1,925.13	2,021.39	2,122.46
Hourly	20.8396	21.8816	22.9757	24.1245	25.3307	26.5972	27.9271
Accounting Technician							
Annual	51,452.41	54,025.03	56,726.28	59,562.60	62,540.73	65,667.76	68,951.15
Monthly	4,287.70	4,502.09	4,727.19	4,963.55	5,211.73	5,472.31	5,745.93
Biweekly	1,978.94	2,077.89	2,181.78	2,290.87	2,405.41	2,525.68	2,651.97
Hourly	26.0387	27.3406	28.7076	30.1430	31.6502	33.2327	34.8943
Administrative Secretary							
Annual	47,005.37	49,355.64	51,823.42	54,414.59	57,135.32	59,992.09	62,991.69
Monthly	3,917.11	4,112.97	4,318.62	4,534.55	4,761.28	4,999.34	5,249.31
Biweekly	1,807.90	1,898.29	1,993.21	2,092.87	2,197.51	2,307.39	2,422.76
Hourly	23.7881	24.9775	26.2264	27.5377	28.9146	30.3604	31.8784
Code Enforcement/Business License Officer							
Annual	53,746.53	56,433.85	59,255.55	62,218.32	65,329.24	68,595.70	72,025.49
Monthly	4,478.88	4,702.82	4,937.96	5,184.86	5,444.10	5,716.31	6,002.12
Biweekly	2,067.17	2,170.53	2,279.06	2,393.01	2,512.66	2,638.30	2,770.21
Hourly	27.1997	28.5596	29.9876	31.4870	33.0614	34.7144	36.4501
Engineering Technician							
Annual	52,230.02	54,841.52	57,583.60	60,462.78	63,485.92	66,660.21	69,993.22
Monthly	4,352.50	4,570.13	4,798.63	5,038.56	5,290.49	5,555.02	5,832.77
Biweekly	2,008.85	2,109.29	2,214.75	2,325.49	2,441.77	2,563.85	2,692.05
Hourly	26.4322	27.7538	29.1415	30.5986	32.1285	33.7349	35.4217
Human Resources Specialist							
Annual	52,740.59	55,377.61	58,146.50	61,053.82	64,106.51	67,311.84	70,677.43
Monthly	4,395.05	4,614.80	4,845.54	5,087.82	5,342.21	5,609.32	5,889.79
Biweekly	2,028.48	2,129.91	2,236.40	2,348.22	2,465.64	2,588.92	2,718.36
Hourly	26.6906	28.0251	29.4264	30.8977	32.4426	34.0647	35.7679

La Palma General Employees Association							
Classification and Salary Tables							
July 1, 2022 to June 30, 2023							
Pursuant to Article III, Section 7A of the current MOU							
Biweekly, Monthly, and Annual Rates are based on a 38 Hour Work Week (1,976 hours per year)							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Lead Maintenance Worker							
Annual	44,054.98	46,257.72	48,570.61	50,999.14	53,549.10	56,226.55	59,037.88
Monthly	3,671.25	3,854.81	4,047.55	4,249.93	4,462.42	4,685.55	4,919.82
Biweekly	1,694.42	1,779.14	1,868.10	1,961.51	2,059.58	2,162.56	2,270.69
Hourly	22.2950	23.4098	24.5803	25.8093	27.0997	28.4547	29.8775
Maintenance Worker							
Annual	39,756.95	41,744.80	43,832.04	46,023.64	48,324.82	50,741.06	53,278.12
Monthly	3,313.08	3,478.73	3,652.67	3,835.30	4,027.07	4,228.42	4,439.84
Biweekly	1,529.11	1,605.57	1,685.85	1,770.14	1,858.65	1,951.58	2,049.16
Hourly	20.1199	21.1259	22.1822	23.2913	24.4559	25.6787	26.9626
Recreation Coordinator							
Annual	45,770.67	48,059.21	50,462.17	52,985.28	55,634.54	58,416.27	61,337.08
Monthly	3,814.22	4,004.93	4,205.18	4,415.44	4,636.21	4,868.02	5,111.42
Biweekly	1,760.41	1,848.43	1,940.85	2,037.90	2,139.79	2,246.78	2,359.12
Hourly	23.1633	24.3215	25.5375	26.8144	28.1551	29.5629	31.0410
Senior Office Assistant							
Annual	39,326.08	41,292.39	43,357.01	45,524.86	47,801.10	50,191.16	52,700.71
Monthly	3,277.17	3,441.03	3,613.08	3,793.74	3,983.43	4,182.60	4,391.73
Biweekly	1,512.54	1,588.17	1,667.58	1,750.96	1,838.50	1,930.43	2,026.95
Hourly	19.9019	20.8970	21.9418	23.0389	24.1908	25.4004	26.6704
Water Service Worker I							
Annual	43,899.47	46,094.45	48,399.17	50,819.13	53,360.08	56,028.09	58,829.49
Monthly	3,658.29	3,841.20	4,033.26	4,234.93	4,446.67	4,669.01	4,902.46
Biweekly	1,688.44	1,772.86	1,861.51	1,954.58	2,052.31	2,154.93	2,262.67
Hourly	22.2163	23.3271	24.4935	25.7182	27.0041	28.3543	29.7720
Water Service Worker II							
Annual	47,592.30	49,971.91	52,470.51	55,094.04	57,848.74	60,741.17	63,778.23
Monthly	3,966.02	4,164.33	4,372.54	4,591.17	4,820.73	5,061.76	5,314.85
Biweekly	1,830.47	1,922.00	2,018.10	2,119.00	2,224.95	2,336.20	2,453.01
Hourly	24.0852	25.2894	26.5539	27.8816	29.2757	30.7395	32.2764

Attachment “B”

La Palma General Employees Association							
Classification and Salary Tables							
July 1, 2023 to June 30, 2024							
Pursuant to Article III, Section 7B of the current MOU							
Biweekly, Monthly, and Annual Rates are based on a 38 Hour Work Week (1,976 hours per year)							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Account Clerk							
Annual	42,826.28	44,967.59	47,215.97	49,576.77	52,055.61	54,658.39	57,391.31
Monthly	3,568.86	3,747.30	3,934.66	4,131.40	4,337.97	4,554.87	4,782.61
Biweekly	1,647.16	1,729.52	1,816.00	1,906.80	2,002.14	2,102.25	2,207.36
Hourly	21.6732	22.7569	23.8947	25.0895	26.3439	27.6611	29.0442
Accounting Technician							
Annual	53,510.51	56,186.03	58,995.33	61,945.10	65,042.36	68,294.47	71,709.20
Monthly	4,459.21	4,682.17	4,916.28	5,162.09	5,420.20	5,691.21	5,975.77
Biweekly	2,058.10	2,161.00	2,269.05	2,382.50	2,501.63	2,626.71	2,758.05
Hourly	27.0802	28.4342	29.8559	31.3487	32.9162	34.5620	36.2901
Administrative Secretary							
Annual	48,885.58	51,329.86	53,896.36	56,591.17	59,420.73	62,391.77	65,511.36
Monthly	4,073.80	4,277.49	4,491.36	4,715.93	4,951.73	5,199.31	5,459.28
Biweekly	1,880.21	1,974.23	2,072.94	2,176.58	2,285.41	2,399.68	2,519.67
Hourly	24.7397	25.9767	27.2755	28.6393	30.0712	31.5748	33.1535
Code Enforcement/Business License Officer							
Annual	55,896.39	58,691.21	61,625.77	64,707.06	67,942.41	71,339.53	74,906.51
Monthly	4,658.03	4,890.93	5,135.48	5,392.25	5,661.87	5,944.96	6,242.21
Biweekly	2,149.86	2,257.35	2,370.22	2,488.73	2,613.17	2,743.83	2,881.02
Hourly	28.2876	29.7020	31.1871	32.7465	34.3838	36.1030	37.9082
Engineering Technician							
Annual	54,319.22	57,035.18	59,886.94	62,881.29	66,025.35	69,326.62	72,792.95
Monthly	4,526.60	4,752.93	4,990.58	5,240.11	5,502.11	5,777.22	6,066.08
Biweekly	2,089.20	2,193.66	2,303.34	2,418.51	2,539.44	2,666.41	2,799.73
Hourly	27.4895	28.8640	30.3072	31.8225	33.4136	35.0843	36.8385
Human Resources Specialist							
Annual	54,850.21	57,592.72	60,472.35	63,495.97	66,670.77	70,004.31	73,504.53
Monthly	4,570.85	4,799.39	5,039.36	5,291.33	5,555.90	5,833.69	6,125.38
Biweekly	2,109.62	2,215.10	2,325.86	2,442.15	2,564.26	2,692.47	2,827.10
Hourly	27.7582	29.1461	30.6034	32.1336	33.7403	35.4273	37.1986

La Palma General Employees Association							
Classification and Salary Tables							
July 1, 2023 to June 30, 2024							
Pursuant to Article III, Section 7B of the current MOU							
Biweekly, Monthly, and Annual Rates are based on a 38 Hour Work Week (1,976 hours per year)							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Lead Maintenance Worker							
Annual	45,817.18	48,108.03	50,513.44	53,039.11	55,691.06	58,475.62	61,399.40
Monthly	3,818.10	4,009.00	4,209.45	4,419.93	4,640.92	4,872.97	5,116.62
Biweekly	1,762.20	1,850.31	1,942.82	2,039.97	2,141.96	2,249.06	2,361.52
Hourly	23.1868	24.3462	25.5635	26.8417	28.1837	29.5929	31.0726
Maintenance Worker							
Annual	41,347.23	43,414.59	45,585.32	47,864.59	50,257.82	52,770.71	55,409.24
Monthly	3,445.60	3,617.88	3,798.78	3,988.72	4,188.15	4,397.56	4,617.44
Biweekly	1,590.28	1,669.79	1,753.28	1,840.95	1,932.99	2,029.64	2,131.12
Hourly	20.9247	21.9709	23.0695	24.2230	25.4341	26.7058	28.0411
Recreation Coordinator							
Annual	47,601.50	49,981.58	52,480.65	55,104.69	57,859.92	60,752.92	63,790.56
Monthly	3,966.79	4,165.13	4,373.39	4,592.06	4,821.66	5,062.74	5,315.88
Biweekly	1,830.83	1,922.37	2,018.49	2,119.41	2,225.38	2,336.65	2,453.48
Hourly	24.0898	25.2943	26.5590	27.8870	29.2813	30.7454	32.2827
Senior Office Assistant							
Annual	40,899.13	42,944.08	45,091.29	47,345.85	49,713.14	52,198.80	54,808.74
Monthly	3,408.26	3,578.67	3,757.61	3,945.49	4,142.76	4,349.90	4,567.40
Biweekly	1,573.04	1,651.70	1,734.28	1,820.99	1,912.04	2,007.65	2,108.03
Hourly	20.6979	21.7328	22.8195	23.9605	25.1585	26.4164	27.7372
Water Service Worker I							
Annual	45,655.45	47,938.22	50,335.13	52,851.89	55,494.49	58,269.21	61,182.67
Monthly	3,804.62	3,994.85	4,194.59	4,404.32	4,624.54	4,855.77	5,098.56
Biweekly	1,755.98	1,843.78	1,935.97	2,032.77	2,134.40	2,241.12	2,353.18
Hourly	23.1050	24.2602	25.4732	26.7469	28.0843	29.4885	30.9629
Water Service Worker II							
Annual	49,495.99	51,970.79	54,569.33	57,297.80	60,162.69	63,170.82	66,329.36
Monthly	4,124.67	4,330.90	4,547.44	4,774.82	5,013.56	5,264.24	5,527.45
Biweekly	1,903.69	1,998.88	2,098.82	2,203.76	2,313.95	2,429.65	2,551.13
Hourly	25.0486	26.3010	27.6161	28.9969	30.4467	31.9690	33.5675

Attachment “C”

La Palma General Employees Association							
Classification and Salary Tables							
July 1, 2024 to June 30, 2025							
Pursuant to Article III, Section 7C of the current MOU							
Biweekly, Monthly, and Annual Rates are based on a 38 Hour Work Week (1,976 hours per year)							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Account Clerk							
Annual	44,967.59	47,215.97	49,576.77	52,055.61	54,658.39	57,391.31	60,260.87
Monthly	3,747.30	3,934.66	4,131.40	4,337.97	4,554.87	4,782.61	5,021.74
Biweekly	1,729.52	1,816.00	1,906.80	2,002.14	2,102.25	2,207.36	2,317.73
Hourly	22.7569	23.8947	25.0895	26.3439	27.6611	29.0442	30.4964
Accounting Technician							
Annual	56,186.03	58,995.33	61,945.10	65,042.36	68,294.47	71,709.20	75,294.66
Monthly	4,682.17	4,916.28	5,162.09	5,420.20	5,691.21	5,975.77	6,274.55
Biweekly	2,161.00	2,269.05	2,382.50	2,501.63	2,626.71	2,758.05	2,895.95
Hourly	28.4342	29.8559	31.3487	32.9162	34.5620	36.2901	38.1046
Administrative Secretary							
Annual	51,329.86	53,896.36	56,591.17	59,420.73	62,391.77	65,511.36	68,786.93
Monthly	4,277.49	4,491.36	4,715.93	4,951.73	5,199.31	5,459.28	5,732.24
Biweekly	1,974.23	2,072.94	2,176.58	2,285.41	2,399.68	2,519.67	2,645.65
Hourly	25.9767	27.2755	28.6393	30.0712	31.5748	33.1535	34.8112
Code Enforcement/Business License Officer							
Annual	58,691.21	61,625.77	64,707.06	67,942.41	71,339.53	74,906.51	78,651.83
Monthly	4,890.93	5,135.48	5,392.25	5,661.87	5,944.96	6,242.21	6,554.32
Biweekly	2,257.35	2,370.22	2,488.73	2,613.17	2,743.83	2,881.02	3,025.07
Hourly	29.7020	31.1871	32.7465	34.3838	36.1030	37.9082	39.8036
Engineering Technician							
Annual	57,035.18	59,886.94	62,881.29	66,025.35	69,326.62	72,792.95	76,432.60
Monthly	4,752.93	4,990.58	5,240.11	5,502.11	5,777.22	6,066.08	6,369.38
Biweekly	2,193.66	2,303.34	2,418.51	2,539.44	2,666.41	2,799.73	2,939.72
Hourly	28.8640	30.3072	31.8225	33.4136	35.0843	36.8385	38.6805
Human Resources Specialist							
Annual	57,592.72	60,472.35	63,495.97	66,670.77	70,004.31	73,504.53	77,179.75
Monthly	4,799.39	5,039.36	5,291.33	5,555.90	5,833.69	6,125.38	6,431.65
Biweekly	2,215.10	2,325.86	2,442.15	2,564.26	2,692.47	2,827.10	2,968.45
Hourly	29.1461	30.6034	32.1336	33.7403	35.4273	37.1986	39.0586

La Palma General Employees Association							
Classification and Salary Tables							
July 1, 2024 to June 30, 2025							
Pursuant to Article III, Section 7C of the current MOU							
Biweekly, Monthly, and Annual Rates are based on a 38 Hour Work Week (1,976 hours per year)							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Lead Maintenance Worker							
Annual	48,108.03	50,513.44	53,039.11	55,691.06	58,475.62	61,399.40	64,469.37
Monthly	4,009.00	4,209.45	4,419.93	4,640.92	4,872.97	5,116.62	5,372.45
Biweekly	1,850.31	1,942.82	2,039.97	2,141.96	2,249.06	2,361.52	2,479.59
Hourly	24.3462	25.5635	26.8417	28.1837	29.5929	31.0726	32.6262
Maintenance Worker							
Annual	43,414.59	45,585.32	47,864.59	50,257.82	52,770.71	55,409.24	58,179.70
Monthly	3,617.88	3,798.78	3,988.72	4,188.15	4,397.56	4,617.44	4,848.31
Biweekly	1,669.79	1,753.28	1,840.95	1,932.99	2,029.64	2,131.12	2,237.68
Hourly	21.9709	23.0695	24.2230	25.4341	26.7058	28.0411	29.4432
Recreation Coordinator							
Annual	49,981.58	52,480.65	55,104.69	57,859.92	60,752.92	63,790.56	66,980.09
Monthly	4,165.13	4,373.39	4,592.06	4,821.66	5,062.74	5,315.88	5,581.67
Biweekly	1,922.37	2,018.49	2,119.41	2,225.38	2,336.65	2,453.48	2,576.16
Hourly	25.2943	26.5590	27.8870	29.2813	30.7454	32.2827	33.8968
Senior Office Assistant							
Annual	42,944.08	45,091.29	47,345.85	49,713.14	52,198.80	54,808.74	57,549.18
Monthly	3,578.67	3,757.61	3,945.49	4,142.76	4,349.90	4,567.40	4,795.76
Biweekly	1,651.70	1,734.28	1,820.99	1,912.04	2,007.65	2,108.03	2,213.43
Hourly	21.7328	22.8195	23.9605	25.1585	26.4164	27.7372	29.1241
Water Service Worker I							
Annual	47,938.22	50,335.13	52,851.89	55,494.49	58,269.21	61,182.67	64,241.80
Monthly	3,994.85	4,194.59	4,404.32	4,624.54	4,855.77	5,098.56	5,353.48
Biweekly	1,843.78	1,935.97	2,032.77	2,134.40	2,241.12	2,353.18	2,470.84
Hourly	24.2602	25.4732	26.7469	28.0843	29.4885	30.9629	32.5110
Water Service Worker II							
Annual	51,970.79	54,569.33	57,297.80	60,162.69	63,170.82	66,329.36	69,645.83
Monthly	4,330.90	4,547.44	4,774.82	5,013.56	5,264.24	5,527.45	5,803.82
Biweekly	1,998.88	2,098.82	2,203.76	2,313.95	2,429.65	2,551.13	2,678.69
Hourly	26.3010	27.6161	28.9969	30.4467	31.9690	33.5675	35.2459