

**Master Memorandum of  
Understanding  
Between**

**City of Huntington Park**

**and**

**City of Huntington Park**

**General Employees' Association (GEA),  
AFSCME Local 1769, AFL-CIO**

**January 1, 2016 through December 31, 2018**

**This document is available on the City's website: [www.hpca.gov](http://www.hpca.gov)**

**TABLE OF CONTENTS**

**ARTICLE ONE: EMPLOYEE AND EMPLOYER RIGHTS..... 1**

**I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING ..... 1**

**II. RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES ..... 1**

**III. BARGAINING UNIT CHANGES..... 1**

**IV. CERTIFICATION OF REPRESENTATIVES (HPGEA) – BONAFIDE UNDER  
FLSA..... 2**

    A. HPGEA AS CERTIFIED .....2

    B. NOTICE.....2

**V. NONDISCRIMINATION ..... 2**

    A. POLICY .....2

    B. ASSOCIATION AGREES NOT TO DISCRIMINATE.....2

**VI. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS..... 3**

**VII. AGENCY SHOP..... 3**

    A. AFSCME PEOPLE DEDUCTION.....3

    B. MAINTENANCE OF MEMBERSHIP .....3

    C. EMPLOYEE RELATIONS CONFIDENTIAL.....4

    D. CONSCIENTIOUS OBJECTIONS TO AGENCY SHOP .....4

    E. FINANCIAL REPORTING REQUIREMENTS OF THE ASSOCIATION .....4

    F. INDEMNIFICATION.....5

**VIII. DUES/INSURANCE CHECK-OFF ..... 5**

**IX. USE OF CITY FACILITIES ..... 5**

**X. USE OF BULLETIN BOARDS..... 5**

**XI. ELECTRONIC COMMUNICATIONS ..... 6**

**XII. RIGHTS..... 6**

    A. EMPLOYEE RIGHTS .....6

    B. MANAGEMENT RIGHTS AND RESPONSIBILITIES .....6

    C. IMPACT ON MANAGEMENT RIGHTS.....8

**XIII. PAID TIME OFF FOR HPGEA REPRESENTATIVES ..... 9**

    A. RELEASE TIME.....9

    B. LIMITATIONS .....9

**ARTICLE TWO: SALARIES AND COMPENSATION ..... 10**

**I. SALARIES ..... 10**

    A. SALARY ADJUSTMENTS – JANUARY 2016 .....10

    B. SALARY ADJUSTMENTS – JANUARY 2017 .....10

    C. SALARY ADJUSTMENTS – JANUARY 2018 .....10

    D. COLA IN LIEU LEAVE ELIMINATED.....10

**II. CITY WILL UNDERTAKE CLASSIFICATION STUDY..... 11**

**III. CITY’S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY ..... 11**

**IV. FIVE STEP SALARY SCHEDULE ..... 11**

TABLE OF CONTENTS

**V. STEP INCREASES – BASED ON MERIT ..... 12**  
A. NOT AUTOMATIC.....12  
B. BASED ON MERIT.....12

**VI. PROBATIONARY PERIOD ..... 12**  
A. LENGTH OF PROBATIONARY PERIOD.....12  
B. “AT WILL” STATUS .....12  
C. PROMOTIONS.....12

**VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION..... 13**  
A. REDUCTION OF UNIT SALARY RANGE .....13  
B. INCREASE OF SALARY RANGE OR CLASSIFICATION.....13  
C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE.....13  
D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE.....13

**VIII. ANNIVERSARY DATE ..... 14**  
A. DATE OF INITIAL HIRE.....14  
B. LIMITATIONS.....14

**IX. EQUIVALENT BI-WEEKLY, MONTHLY AND ANNUAL RATE..... 14**

**X. FREQUENCY OF PAYCHECK ISSUANCE ..... 14**

**XI. PAYROLL WITHHOLDING CHANGES..... 14**

**XII. VOLUNTARY 457 DEFERRED COMPENSATION PLAN ..... 15**  
A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN.....15  
B. PLAN DOCUMENTS AND RULES .....15  
C. CHANGING YOUR CONTRIBUTION.....15  
D. LIMITATIONS.....15

**XIII. ACTING PAY ..... 15**  
A. ELIGIBILITY .....15  
B. COMPENSATION.....16  
C. LIMITATIONS.....16

**XIV. LONGEVITY PAY ..... 16**  
A. PURPOSE.....16  
B. COMPENSATION.....16

**XV. BILINGUAL PROGRAM..... 17**  
A. PURPOSE.....17  
B. QUALIFICATION.....17  
C. DESIGNATED ELIGIBLE CLASSIFICATIONS.....18  
D. COMPENSATION.....19

**XVI. SHORTHAND SKILL ASSIGNMENT PAY..... 19**  
A. PURPOSE.....19  
B. QUALIFICATION.....19  
C. COMPENSATION.....19

**XVII. NIGHT SHIFT DIFFERENTIAL PAY..... 19**  
A. PURPOSE.....19  
B. COMPENSATION.....19

## TABLE OF CONTENTS

C. LIMITATIONS .....	20
<b>XVIII. MINUTE CLERKS .....</b>	<b>20</b>
<b>XIX. TEMPORARY ASSIGNMENTS .....</b>	<b>20</b>
<b>ARTICLE THREE: WORK PERIODS, SCHEDULES AND OVERTIME.....</b>	<b>21</b>
<b>I. WORK PERIODS.....</b>	<b>21</b>
A. SEVEN (7) DAY WORK WEEK.....	21
B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ENDING .....	21
C. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES ON THE 9/80 WORK SCHEDULE, BEGINNING/ENDING .....	21
<b>II. WORK SCHEDULES.....</b>	<b>21</b>
A. CITY WORK SCHEDULES.....	21
B. CITY HALL - 4/10 WORK SCHEDULE.....	22
C. PUBLIC WORKS DEPARTMENT – 9/80 WORK SCHEDULE.....	22
<b>III. CHANGING OF WORK SCHEDULES .....</b>	<b>22</b>
<b>IV. PUNCTUALITY/TARDINESS .....</b>	<b>22</b>
A. POLICY .....	22
B. NO PAY FOR TARDINESS .....	23
C. NO USE OF SICK LEAVE TIME BENEFITS .....	23
D. DISCIPLINARY ACTION .....	23
<b>V. OVERTIME .....</b>	<b>23</b>
A. POLICY .....	23
B. DEFINITION AND ELIGIBILITY.....	23
C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME.....	23
D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE .....	24
E. REGULAR DAY OFF WORKED .....	24
F. REGULAR HOURLY RATE OF COMPENSATION.....	24
G. 9/80 WORK SCHEDULE TIME WORKED .....	24
H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME.....	24
<b>VI. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING     TIME.....</b>	<b>25</b>
A. ADVANCED APPROVAL.....	25
B. ONE DAY TRAVEL TRIPS.....	25
C. OVERNIGHT TRIPS.....	25
<b>VII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES .....</b>	<b>26</b>
A. BREAK-REST PERIOD DEFINED .....	26
B. BREAK-REST PERIOD SCHEDULING.....	26
C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION .....	26
D. LIMITATIONS .....	26
<b>VIII. MEAL TIME-UNPAID/NON-WORK TIME.....</b>	<b>27</b>
A. MEAL TIME SCHEDULING.....	27
B. MEAL TIME ONE-HALF (½) HOUR DURATION .....	27
C. LIMITATIONS .....	27

## TABLE OF CONTENTS

<b>IX. CALL BACK PAY (UNSCHEDULED)</b> .....	<b>28</b>
A. PURPOSE .....	28
B. COMPENSATION .....	28
C. LIMITATIONS .....	28
<b>X. STAND-BY ASSIGNMENT PAY</b> .....	<b>28</b>
A. PURPOSE .....	28
B. COMPENSATION .....	29
C. INFORM DEPARTMENT HEADS .....	29
D. LIMITATIONS .....	29
E. NOT ELIGIBLE FOR STAND-BY PAY .....	30
<b>XI. ASSIGNMENT OF OVERTIME</b> .....	<b>30</b>
<b>XII. COMPENSATORY TIME</b> .....	<b>30</b>
A. ELIGIBILITY .....	30
B. ACCUMULATION OF COMPENSATORY TIME BANK .....	30
C. SCHEDULING AND USE OF COMPENSATORY TIME .....	31
D. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE .....	31
<b>XIII. TIME CLOCKS</b> .....	<b>31</b>
<b>ARTICLE FOUR: SUPPLEMENTAL BENEFITS</b> .....	<b>32</b>
<b>I. RETIREMENT</b> .....	<b>32</b>
A. CALPERS RETIREMENT BENEFITS .....	32
B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES .....	33
C. ESTABLISHMENT OF THREE-TIER RETIREMENT FORMULA FOR MISCELLANEOUS EMPLOYEES .....	34
D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT .....	35
<b>II. NON-SWORN – PARS “0.5% STACK” EFFECTIVE JULY 1, 2010</b> .....	<b>35</b>
A. NEW ADDITIONAL RETIREMENT BENEFIT .....	35
B. NON-SWORN UNIT EMPLOYEE PAYMENT SHARE .....	35
C. ELIGIBILITY .....	35
D. LIMITATIONS .....	36
<b>III. HEALTH INSURANCE</b> .....	<b>36</b>
A. HEALTH INSURANCE – CALPERS MEDICAL PLANS .....	36
B. HEALTH INSURANCE – CITY CONTRIBUTION .....	36
<b>IV. RETIREE HEALTH INSURANCE</b> .....	<b>37</b>
A. ELIGIBILITY .....	37
B. RETIRED HEALTH INSURANCE BENEFIT .....	37
C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED. ....	37
<b>V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON- PERSABLE)</b> .....	<b>38</b>
A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT .....	38
B. PROOF OF COVERAGE/WAIVE CITY LIABILITY .....	38
C. OPT-OUT CASH VALUE (NON-PERSABLE) .....	38
<b>VI. DENTAL INSURANCE</b> .....	<b>39</b>

## TABLE OF CONTENTS

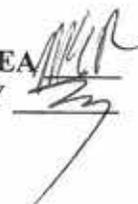
A. BENEFITS – DELTA CARE/PMI PLAN .....	39
B. LIMITATIONS – DELTA PREFERRED OPTION PLAN .....	39
C. DENTAL INSURANCE BENEFITS – LIMITATIONS .....	39
<b>VII. LIFE INSURANCE .....</b>	<b>39</b>
A. BENEFIT .....	39
B. LIMITATION .....	39
<b>VIII. VISION CARE INSURANCE.....</b>	<b>40</b>
A. BENEFIT .....	40
<b>IX. LONG TERM DISABILITY INSURANCE.....</b>	<b>40</b>
A. PURPOSE .....	40
B. BENEFIT .....	40
C. LIMITATIONS .....	41
<b>X. CITY RIGHTS – CONTENT AND CONTRACTOR .....</b>	<b>41</b>
A. INSURANCE/EMPLOYEE BENEFIT PLANS .....	41
B. MEET AND CONFER WITH HPGEA .....	41
<b>XI. UNIFORMS PROVIDED .....</b>	<b>41</b>
A. POLICY .....	41
B. REIMBURSEMENT FOR UNIFORM DAMAGE .....	42
<b>XII. UNIFORM ALLOWANCE .....</b>	<b>42</b>
A. PURPOSE .....	42
B. NEW EMPLOYEES .....	42
C. UNIFORM ALLOWANCE REIMBURSEMENT (NON-PERSABLE) .....	42
D. ELIGIBILITY .....	43
<b>XIII. BOOT ALLOWANCE.....</b>	<b>43</b>
A. REGULAR OR STEEL-TOE BOOTS ALLOWANCE .....	43
B. ALLOWANCE (NON PERSABLE) .....	43
<b>XIV. TOOL ALLOWANCE .....</b>	<b>44</b>
A. PURPOSE .....	44
B. ELIGIBLE DESIGNATED CLASSES .....	44
C. ALLOWANCE (NON PERSABLE) .....	44
<b>XV. SAFETY GLASSES .....</b>	<b>44</b>
A. REQUIRED TO WEAR SAFETY GLASSES .....	44
<b>XVI. TUITION REIMBURSEMENT PROGRAM.....</b>	<b>44</b>
A. PURPOSE .....	44
B. ANNUAL REIMBURSEMENT .....	45
C. REQUIREMENTS .....	45
<b>XVII. FITNESS FACILITY .....</b>	<b>45</b>
<b>XVIII. COFFEE SUPPLIES.....</b>	<b>45</b>
<b>ARTICLE FIVE: LEAVE POLICIES.....</b>	<b>46</b>
<b>I. HOLIDAYS.....</b>	<b>46</b>

## TABLE OF CONTENTS

A. ANNUAL HOLIDAY LEAVE .....	46
B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES .....	46
C. USE OF HOLIDAY LEAVE.....	47
D. UNUSED HOLIDAY LEAVE.....	47
E. OFFICIAL HOLIDAYS OCCURRING ON FRIDAY OR SATURDAY.....	47
F. OFFICIAL HOLIDAYS OCCURRING ON SCHEDULED DAY OFF .....	47
G. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY .....	47
H. HOLIDAYS OCCURRING DURING VACATION PERIOD .....	47
I. HOLIDAYS AND SICK LEAVE USE.....	47
J. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION .....	48
K. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE .....	48
<b>II. VACATION LEAVE .....</b>	<b>49</b>
A. VACATION LEAVE ACCRUAL .....	49
B. VACATION LEAVE EARNED .....	49
C. APPROVAL OF VACATION LEAVE REQUESTS.....	49
D. NO VACATION TAKEN PRIOR TO ACCRUED .....	50
E. LIMITATIONS ON VACATION LEAVE .....	50
F. PAYMENT ON TERMINATION, LAYOFF, OR DEATH.....	50
G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION .....	50
<b>III. SICK LEAVE.....</b>	<b>51</b>
A. PURPOSE OF SICK LEAVE.....	51
B. SICK LEAVE ACCRUAL RATE.....	51
C. FIFTY PERCENT (50%) CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE.....	51
D. USE OF SICK LEAVE.....	52
E. ABUSE OF SICK LEAVE .....	52
F. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS .....	53
G. EXCESSIVE USE OR ABUSE OF SICK LEAVE .....	53
<b>IV. PERSONAL BUSINESS LEAVE .....</b>	<b>53</b>
A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR.....	53
B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE.....	54
C. LIMITATIONS .....	54
<b>V. WORK RELATED DISABILITY .....</b>	<b>55</b>
A. POLICY .....	55
B. USE OF SICK LEAVE.....	55
<b>VI. SICK LEAVE WITHOUT PAY.....</b>	<b>55</b>
A. POLICY .....	55
B. LIMITATIONS .....	56
<b>VII. TEMPORARY MODIFIED WORK .....</b>	<b>56</b>
A. ELIGIBILITY .....	56
B. LIMITATIONS .....	56
C. APPLICATION AND ACCEPTANCE .....	56
D. OUTSIDE EMPLOYMENT .....	57
E. FINAL DECISION.....	57
<b>VIII. BEREAVEMENT LEAVE.....</b>	<b>57</b>
A. POLICY .....	57
B. IMMEDIATE FAMILY .....	57

## TABLE OF CONTENTS

C. VERIFICATION .....	57
<b>IX. JURY DUTY .....</b>	<b>58</b>
A. POLICY .....	58
<b>X. MILITARY LEAVE .....</b>	<b>58</b>
A. POLICY .....	58
B. COMPENSATION.....	58
C. EXTENDED BENEFITS – WAR ON TERRORISM .....	59
<b>XI. MILITARY FAMILY LEAVE .....</b>	<b>59</b>
A. POLICY .....	59
B. NEW QUALIFYING REASON FOR LEAVE .....	59
C. NEW UNPAID LEAVE ENTITLEMENT.....	59
<b>XII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA) .....</b>	<b>60</b>
A. PURPOSE .....	60
B. ELIGIBILITY FOR FMLA AND CFRA .....	60
C. EMPLOYEE RIGHTS UNDER FMLA .....	61
D. APPROVAL PROCESS FOR FMLA .....	61
E. PRIVACY UNDER FMLA .....	61
F. USE OF ACCRUALS WHILE ON FMLA .....	62
G. EXPIRATION OF FMLA .....	62
<b>XIII. PREGNANCY DISABILITY LEAVE (PDL) .....</b>	<b>62</b>
<b>XIV. VOTING LEAVE .....</b>	<b>63</b>
<b>XV. SCHOOL ACTIVITY LEAVE.....</b>	<b>63</b>
A. POLICY .....	63
B. LIMITATIONS/RIGHTS.....	63
<b>XVI. LEAVE OF ABSENCE WITHOUT PAY .....</b>	<b>64</b>
A. POLICY .....	64
B. LIMITATIONS .....	64
<b>XVII. ABSENCE WITHOUT PAY.....</b>	<b>64</b>
A. POLICY .....	64
B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION .....	65
<b>XVIII. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE .....</b>	<b>65</b>
<b>ARTICLE SIX: WORKING CONDITIONS.....</b>	<b>66</b>
<b>I. AMERICANS WITH DISABILITIES ACT (ADA).....</b>	<b>66</b>
A. ACCOMODATIONS.....	66
B. ADA COMPLIANCE .....	66
C. ACTIONS TAKEN NOT GRIEVABLE .....	66
<b>II. NOTICE OF LAYOFFS .....</b>	<b>66</b>
<b>III. WORK PERFORMANCE.....</b>	<b>66</b>



## TABLE OF CONTENTS

<b>IV. RESIGNATION .....</b>	<b>67</b>
<b>V. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK.....</b>	<b>67</b>
A. NON-PAY STATUS.....	67
B. USE OF ACCUMULATED LEAVE .....	67
C. NO USE OF SICK LEAVE .....	67
<b>VI. CITY DRESS CODE .....</b>	<b>67</b>
A. RIGHT TO SET DRESS CODE.....	67
B. MEET AND REVIEW NEW DRESS CODE.....	67
C. POLICE DEPARTMENT UNIT EMPLOYEES .....	68
<b>VII. CITY ADMINISTRATIVE POLICIES .....</b>	<b>68</b>
A. POLICIES .....	68
B. SUBJECTS.....	68
C. ADDITIONAL ADMINISTRATIVE POLICIES .....	68
<b>ARTICLE SEVEN: GRIEVANCE PROCEDURE .....</b>	<b>69</b>
A. PURPOSE .....	69
B. SCOPE AND LIMITATIONS.....	69
C. PROCEDURE.....	69
<b>ARTICLE EIGHT: GENERAL PROVISIONS .....</b>	<b>72</b>
I. TERM OF MEMORANDUM OF UNDERSTANDING.....	72
II. EMERGENCY WAIVER.....	72
III. SEVERABILITY PROVISION .....	72
IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY .....	72
V. FULL AGREEMENT AND IMPLEMENTATION .....	73
A. FULL AGREEMENT – WAIVER OF MEET AND CONFER.....	73
VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS .....	73
A. NO STRIKES/JOB ACTION .....	73
B. ASSOCIATION RESPONSIBILITY .....	74
C. CITY RIGHTS .....	74
VII. JOINT LABOR MANAGEMENT WORK GROUP .....	74
VIII. ONE CITY AGREEMENT .....	75
<b>ARTICLE NINE: RATIFICATION.....</b>	<b>76</b>
I. RATIFICATION .....	76
A. ACKNOWLEDGEMENT.....	76
B. MUTUAL RECOMMENDATION.....	76
C. RATIFIED – PENDING CITY COUNCIL APPROVAL .....	76
<b>ARTICLE TEN: IMPLEMENTATION .....</b>	<b>77</b>
<b>IMPLEMENTATION .....</b>	<b>77</b>
<b>ARTICLE ELEVEN: EXECUTION OF NEW AGREEMENT .....</b>	<b>78</b>

TABLE OF CONTENTS

EXECUTION OF NEW AGREEMENT ..... 78

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF HUNTINGTON PARK, CALIFORNIA  
AND  
THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (HPGEA)**

**ARTICLE ONE:**

**EMPLOYEE AND EMPLOYER RIGHTS**

**I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding, hereinafter called the "MOU" is made by and between the City of Huntington Park, California, hereinafter called the "City" and the Huntington Park General Employees' Association, hereinafter called "HPGEA" or "Association" representing the full-time, non-management, non-safety general service classified employees of the City. This MOU is made pursuant to the California Government Code Section 3500, et seq. and the City's Employer-Employee Relations Resolution 69-76 as amended.

**II. RECOGNITION FULL-TIME GENERAL CLASSIFIED  
EMPLOYEES**

The City hereby recognizes HPGEA as the exclusive representative of the full-time, non-management, mid-management, non-safety, and general employee unit comprised of those classifications, as set forth in Appendix "A," as amended, and attached hereto, pursuant to the City's Employer-Employee Relations Resolution No. 69-76, as amended, generally referred to and hereinafter called "HPGEA," "General Employees' Association" or "Unit Employees."

**III. BARGAINING UNIT CHANGES**

Any change in the classes which compose the HPGEA/General Employees' Association unit shall be in accordance with the provisions of the City's Employer-Employee Relations Resolution No. 69-76, as amended.

**IV. CERTIFICATION OF REPRESENTATIVES (HPGEA) –  
BONAFIDE UNDER FLSA**

**A. HPGEA AS CERTIFIED**

1. The HPGEA has been certified as the bonafide representative by the California Public Employment Relations Board (PERB) under the Fair Labor Standards Act.
2. As a consequence of this certification, some of the wages, hours, terms and conditions of employment stated in this memorandum of understanding were negotiated that otherwise would not have been changed.

**B. NOTICE**

If, at any time the HPGEA is voluntarily decertified as bonafide representative by the PERB, the HPGEA shall be obliged to inform the City Manager immediately of this fact in writing and those wages, hours, terms and conditions of employment that are affected by this decertification, namely, those divisions affected by the Fair Labor Standards Act shall be null and void and subject to immediate renegotiation.

**V. NONDISCRIMINATION**

**A. POLICY**

No unit employee shall be subject to discrimination which is prohibited by applicable federal, state or local law. In accordance with this policy, the City agrees that no employee shall be interfered with, intimidated, restrained, coerced, employed, promoted, demoted, discharged or in any way favored or discriminated against because of political opinions or affiliations, race, religious belief, age, sex, sexual orientation, gender orientation, physical or mental disability, or because of the exercise of his/her rights under this MOU.

**B. ASSOCIATION AGREES NOT TO DISCRIMINATE**

In accordance with the above policy, HPGEA agrees not to discriminate against a unit employee because of the exercise of his or her rights granted under this MOU or with respect to admission to membership and the rights of membership in HPGEA for any of the above enumerated reasons.

**VI. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS**

1. In accordance with G.C. Section 3507.5, many California public agencies designate certain key employees as confidential for Employee Relations purposes.
2. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.
3. Those unit employees designated as confidential are not permitted to represent other employees of the agency in labor matters – negotiations or discipline hearings, for example – in order to avoid an obvious conflict of interest, the appearance of bad faith and the willful or inadvertent release of information that could seriously impair the labor-management relationships within the agency.
4. Therefore, certain incumbent unit employee’s classifications can be designated as confidential by the City Manager upon agreement between City and HPGEA. Those classifications designated as Confidential-Employee Relations are prohibited from representing any employee organization or any matter within the scope of representation.
5. A designated confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

**VII. AGENCY SHOP**

**A. AFSCME PEOPLE DEDUCTION**

The City agrees to deduct from the wages of any employee who is a member of the Association or Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and maybe revoked by the employee at any time by giving written notice to both the City and the Association. The City agrees to remit any deductions made pursuant to this provision promptly to the Association together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**B. MAINTENANCE OF MEMBERSHIP**

Any employees in this unit who have authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by the City during the term of this MOU; provided, however, that any employee in the Unit may

## ARTICLE ONE

terminate such Association dues during the thirty day period commencing ninety days before the expiration of the MOU by notifying the Association of their termination of Association dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Association from which dues deductions are to be cancelled. The Association will provide to the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

### C. EMPLOYEE RELATIONS CONFIDENTIAL

Unit employees in Employee Relations Confidential positions are exempt from the provisions of this Agency Shop provision, but may voluntarily join HPGEA and pay Association member dues.

### D. CONSCIENTIOUS OBJECTIONS TO AGENCY SHOP

1. Unit employees who are members of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, may submit evidence of active membership in such religion, body or sect.
2. The unit employee will be required to pay a sum equivalent of the agency fee to one of the charitable organizations agreed upon by the City and HPGEA. For the term of this agreement, these organizations are: March of Dimes, United Way, and American Cancer Society.
3. The City will deduct such contribution from the paycheck of those unit employees and remit the contribution to the charitable organization.

### E. FINANCIAL REPORTING REQUIREMENTS OF THE ASSOCIATION

The HPGEA shall keep an adequate itemized record of its financial transactions of the unit employees who are covered by the Agency Shop provision and shall make available a written review report, annually to the City within ninety (90) calendar days after the end of its fiscal year. Such report shall include a balance sheet, operating statement, and statement of cash flow.

**F. INDEMNIFICATION**

HPGEA agrees to indemnify and hold harmless the City against all claims including costs of suit and reasonable attorney fees and/or other forms of liability arising from the provisions of this article.

**VIII. DUES/INSURANCE CHECK-OFF**

The City shall, on behalf of HPGEA during the term of this MOU shall do the following:

1. Provide official payroll deductions for HPGEA dues and approved insurance and welfare plan fees to be deducted bi-weekly by the City from the salary of each unit employee who has filed a written authorization, on the appropriate City form, that such deduction be made.
2. Assistance to HPGEA on a quarterly basis by identifying newly hired unit employees in the representation unit.
3. Distribution of HPGEA membership packets, if provided by the City, to newly hired unit employees in the representation unit; and
4. Inform all new hires in the representation unit that HPGEA is the employee organization designated as the representative of the employees in the unit.

**IX. USE OF CITY FACILITIES**

1. Employee organizations may, with the prior approval of the Municipal Employee Relations Officer (City Manager), be granted the use of City facilities during non-work hours for meetings of unit employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of unit employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.
2. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and bulletin boards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

**X. USE OF BULLETIN BOARDS**

HPGEA may use portions of City bulletin boards under the following conditions:

## ARTICLE ONE

1. All materials must be dated and must identify the organization which published them.
2. The actual posting of materials will be done by the HPGEA. In the event that posted materials are, in the opinion of the department head, objectionable or interfere with the proper functioning of the department, the department head may order the material removed provided, however, the department head first discusses such removal order with the Municipal Employee Relations Officer (City Manager).
3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to HPGEA materials.
4. If HPGEA does not abide by these rules, HPGEA will forfeit its right to have material posted on City bulletin boards.

### XI. ELECTRONIC COMMUNICATIONS

The GEA shall be permitted to use the City's email system to communicate to its unit employees, provided however, the association and its members comply with the City's Information Technology Equipment Policy and other requirements as set forth by the City.

### XII. RIGHTS

#### A. EMPLOYEE RIGHTS

1. Unit employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.
2. Unit employees also shall have the right to refuse to join or participate in the activities of employee organizations.
3. No unit employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

#### B. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City reserves, retains and is vested with solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City for the citizens of Huntington Park, as such

## ARTICLE ONE

rights existed prior to the execution of this MOU. The sole and exclusive rights of Management shall include, but not be limited to, the following rights:

1. To manage the city generally and to determine policies, procedures, and the right to manage the affairs of the City;
2. To determine the existence or nonexistence of facts, which are the bases of the Management decision;
3. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
4. To determine the nature, manner, means, extent, type, quantity, quality and technology, standards, level and extent of services to be provided to the public;
5. To determine methods of financing;
6. To determine quality, quantity and types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
8. To plan, determine and manage City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
10. To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive or not cost effective as determined by the City. Notwithstanding this management right, the City agrees that during the term of this Agreement, and up to December 31, 2018, that it shall not contract out for duties performed by employees who are laid off. Further, notwithstanding this management right, the City agrees that during the term of this Agreement, and up to December 31, 2018, to meet and consult with the GEA prior to implementation of any layoffs. Meet and consult means that the City agrees to meet with GEA to discuss alternatives to layoff, but does not include any requirement to bargain to impasse.

## ARTICLE ONE

11. To establish and modify productivity and performance programs and standards;
12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;
14. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for nondisciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
15. To determine policies, procedures and standards for selection, training and promotion of unit employees;
16. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
19. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employer-Employee Relations Resolution;
20. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or other time deemed necessary by the City not specified above.

### C. IMPACT ON MANAGEMENT RIGHTS

1. The City agrees to meet and confer with the HPGEA, except in cases of emergencies defined in the MOU, over the exercise of a Management Right which has significant impact upon the wages, hours and terms and conditions of employment of unit employees.
2. Notwithstanding the above, if the proposed changes impact "Terms and Conditions of Employment" as defined by State Law, the City shall

**ARTICLE ONE**

comply with the meet and confer requirements as otherwise required by law.

3. After meeting and conferring with HPGEA, and if needed, exhausting impasse requirements as set forth in the City's Employer-Employee Relations Resolution 69-76 as amended, nothing shall prevent the City from implementing said Management Rights.

**XIII. PAID TIME OFF FOR HPGEA REPRESENTATIVES**

**A. RELEASE TIME**

1. Leave of Absence with Pay is authorized for representatives of HPGEA to attend Employee Relations related conferences, meetings, institutes, or similar affairs (in addition to meet and confer sessions with City representatives).
2. Such leave is subject to the prior approval of the Department Head or City Manager.

**B. LIMITATIONS**

HPGEA agrees that any off-duty time shall not constitute hours worked for computation of overtime in the respective work period.

**ARTICLE TWO:**

**SALARIES AND COMPENSATION**

**I. SALARIES**

**A. SALARY ADJUSTMENTS – January 2016**

Effective on the first day of the pay period which includes January 1, 2016, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on March 2014.

**B. SALARY ADJUSTMENTS – January 2017**

Effective on the first day of the pay period which includes January 1<sup>st</sup> of 2017, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on January 2016.

**C. SALARY ADJUSTMENTS – January 2018**

Effective on the first day of the pay period which includes January 1<sup>st</sup> of 2018, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on January 2017.

**D. COLA in Lieu Leave Eliminated.**

The City of Huntington Park (City) and the Huntington Park General Employees' Association (HPGEA) agreed in the prior Memorandum of Understanding (MOU) to defer pay raises for July 2010 and January 2011 and provide one hundred (100) hours of COLA in Lieu Leave. In exchange for the salary adjustments expressed above, effective July 1, 2016, COLA in Lieu Leave will be eliminated. In an effort to minimize any loss of unused COLA in Lieu, members should begin, no later than ninety (90) days prior to the expiration of any unused leave, consulting with department supervision and management in an effort to schedule use of remaining leave prior to the expiration date, June 30, 2016, of any unused COLA in Lieu Leave.

**II. CITY WILL UNDERTAKE CLASSIFICATION STUDY**

The City will undertake a classification study for city employee positions. No employee shall suffer a reduction in pay as a result of the classification study.

**III. CITY'S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY**

The City shall not be restricted in its ability to increase any of those salaries for unit employees as a result of reclassification study or if a determination is made by the City that it is not possible to recruit effectively or competitively for a classification in the unit. No such salary increases are mandated.

**IV. FIVE STEP SALARY SCHEDULE**

**Step 1**

- a) Shall be the entry level step for new unit employees in all classifications unless otherwise another step is approved by the City Manager.
- b) The City Manager may appoint a new employee to the maximum salary for the class if he/she determines that the candidate is exceptionally qualified or there has been difficulty in recruiting.
- c) A unit employee must serve at least six (6) months of satisfactory job performance in Step 1 to be eligible to advance to Step 2.

**Step 2**

A unit employee should receive this step after the completion of six (6) months of satisfactory job performance in Step 1 in the same classification.

**Step 3**

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 2 in the same classification.

**Step 4**

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 3 in the same classification.

**Step 5**

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 4 in the same classification.

**V. STEP INCREASES – BASED ON MERIT**

**A. NOT AUTOMATIC**

No step increase in salary shall be automatic merely upon completion of a specific period of service.

**B. BASED ON MERIT**

All increases shall be based on merit as established by record of the employee's job performance with at least a satisfactory job performance rating.

**VI. PROBATIONARY PERIOD**

**A. LENGTH OF PROBATIONARY PERIOD**

1. All unit employees except, demotions and promotions shall serve a probationary period of twelve (12) full calendar months.
2. The probationary period may be extended by the approval of the unit employee's Department Head and City Manager for the length of time of the total approved leave time taken (paid leave time or protected non-pay leave time) taken during the unit employee's probationary period.

**B. "AT WILL" STATUS**

1. During the probationary period, a unit employee serves as an "at will" status and may be dismissed with or without cause and with or without notice.
2. If a promoted unit employee fails their probationary period, they shall return to their former classification they held as permanent employee prior to the promotion, unless he is dismissed from the City service in the manner provided in Ordinance No. 1456 and the personnel rules and regulations.

**C. PROMOTIONS**

Promoted unit employees will serve a six (6) month probationary period.

**VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION**

**A. REDUCTION OF UNIT SALARY RANGE**

In the event the salary range assigned to any classification is reduced, all unit employees within such classification shall be reassigned to a classification in such lower range which most nearly corresponds to the salary being received by such unit employee at the time such range is reduced.

**B. INCREASE OF SALARY RANGE OR CLASSIFICATION**

In the event the salary range assigned to any classification is increased, all unit employees within such classification will be reassigned to the step to which such unit employee was assigned immediately prior to such increase.

**C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE**

1. Any unit employee voluntarily transferred or demoted to a classification where a lower salary range is assigned shall be placed at a salary step within the lower salary range which is closest to the unit employee salary step immediately prior to such voluntary transfer or demotion.
2. Upon such transfer or demotion, such unit employee shall be entitled to annual increases as authorized for their new classification as a salaried full-time employee.

**D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE**

1. Any unit employee receiving promotion to a higher classification to which a higher salary range is assigned shall receive compensation at the step within the assigned range which will result in at least a one-step increase in salary over that being received by such employee immediately prior to such promotion, or to the lowest step in the salary range of such higher classification, whichever results in a greater increase.
2. After promotion to a higher classification, or transfer to a classification to which a higher salary range is assigned, such employee will be eligible for regular step increase for their new classification.

**VIII. ANNIVERSARY DATE**

**A. DATE OF INITIAL HIRE**

1. For all purposes, except eligibility for salary increases, a unit employee's anniversary date shall be the date of initial hire with the City as a salaried full-time employee.
2. In cases of re-employment, the anniversary date shall be the effective date of re-employment as a salaried full-time employee less the time the unit employee was on approved Leave of Absence.

**B. LIMITATIONS**

Salary range adjustments for a classification will not set a new salary anniversary date for unit employees serving in that classification.

**IX. EQUIVALENT BI-WEEKLY, MONTHLY AND ANNUAL RATE**

1. Equivalent bi-weekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
2. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2080) hours.
3. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

**X. FREQUENCY OF PAYCHECK ISSUANCE**

Current unit employees shall be paid bi-weekly, once every two (2) weeks, either by paycheck or by direct deposit, as elected by the unit employee.

**XI. PAYROLL WITHHOLDING CHANGES**

1. Unit employee must submit any changes in payroll withholdings at least fourteen (14) calendar days in advance of the implementation of said withholdings.
2. If a unit employee, due to an emergency situation, requests to have withholding to be effective in less than fourteen (14) calendar days, they may appeal to the City's Personnel Supervisor who may grant or deny employees request.

**XII. VOLUNTARY 457 DEFERRED COMPENSATION PLAN**

**A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN**

1. City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.
2. If more than one plan is offered, unit employees shall be limited to participation in one (1) plan at a time.

**B. PLAN DOCUMENTS AND RULES**

Plan documents and participation rules under Section 457 are maintained by and available from the Human Resources Division.

**C. CHANGING YOUR CONTRIBUTION**

Unit employees may reduce or increase the amount of their bi-weekly deferred compensation contribution at any time with advance written notice on the appropriate form to the Human Resources Division.

**D. LIMITATIONS**

The City does not warrant that amounts deposited in the deferred compensation plans are "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

**XIII. ACTING PAY**

**A. ELIGIBILITY**

1. Any unit employee who is required in writing to, and does act and perform duties included within a unfilled or temporary vacant higher classification and which are broader than the specifications governing such employee's position shall be eligible for acting pay upon written approval by corresponding department head and the City Manager.
2. To be eligible, the unit employee must have actually worked in the acting higher classification a minimum of five (5) consecutive days scheduled workdays, including official paid holidays.
3. To be eligible, the unit employee who is a supervisor must actually work in the acting classification a minimum of seven (7) consecutive scheduled work days or fifty-six (56) consecutive scheduled working hours, including paid holidays.

**B. COMPENSATION**

1. A unit employee approved for acting pay:
  - Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee's permanent position, or Step "1" of the acting classification whichever is greater; and
  - Shall in no instance be entitled to be paid more than Step "5" of the acting classification.
2. During that period of acting service, a unit employee shall be paid at the acting pay rate when off on an official City holiday or sick leave, and
3. A unit employee working overtime or called back during an acting assignment shall be paid at the acting pay rate for such time.
4. A unit employee receiving acting pay as set forth above shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

**C. LIMITATIONS**

1. The City strongly encourages departments not to use acting pay longer than a six (6) months assignments unless extension is approved in writing by both the Department Head and City Manager.
2. Acting assignments are not provisional appointments.

**XIV. LONGEVITY PAY**

**A. PURPOSE**

The purpose of the Longevity Pay is to recognize unit employees who have served a minimum of twenty (20) years of full time salaried service time with the City of Huntington Park in a classification represented by the HPGEA.

**B. COMPENSATION**

Eligible unit employees in their respective classification shall receive the following additional longevity compensation above their base top salary per month:

## ARTICLE TWO

1. Effective July 1, 2009 all unit employees with twenty (20) years (completion of 239 consecutive months of City service) of full-time City service shall receive **\$225 per month** above their base top salary.
2. Effective July 1, 2009 all unit employees with twenty-five (25) years (completion of 299 consecutive months of City service) of full-time City service would receive **\$450 per month** above their base top salary.
3. For purposes of this section, "consecutive months of City service" shall mean completion of consecutive months of uninterrupted employment status with the City as a full-time employee providing service to the City. Notwithstanding the foregoing, authorized leaves and/or absences (whether paid or unpaid) or involuntary separation from service (such as a layoff) do not constitute a break or interruption of service.

### XV. BILINGUAL PROGRAM

#### A. PURPOSE

1. Unit employees that frequently deal with the public and are in designated classes eligible to serve as a bilingual translator must pass a test given by the City to qualify.
2. The purpose of the Bilingual Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.
3. The service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language which is regularly utilized in providing services to the community.

#### B. QUALIFICATION

1. The Human Resources Department will conduct the proficiency tests, as needed, in designated language as set forth in "A" above.
2. The Human Resources Department will then certify an eligible list of qualified bilingual translators who work in designated eligible bilingual classifications and are so certified to perform technical bilingual skills including reading, writing, and translation.

**C. DESIGNATED ELIGIBLE CLASSIFICATIONS**

Only the following designated classifications shall be eligible, once certified by the Human Resources Department as set forth in "B" above, to receive bilingual compensation:

DESIGNATED ELIGIBLE CLASSIFICATIONS
Accountant
Accounting Technician
Administrative Secretary
Animal Enforcement Officer
Assistant Planner
Associate Planner
Budget Analyst
Building Inspector
Business License Enforcement Officer
Code Enforcement Officer
Code Enforcement Supervisor
Development Project Coordinator
Equipment Mechanic Supervisor
Facility Repair Specialist
Finance Assistant I (Account Clerk I/Cashier)
Finance Assistant II (Account Clerk II)
Finance Technician
Housing Community Development Assistant
Maintenance Worker*
Neighborhood Improvement Coordinator
Office Assistant I (Clerk-Typist)
Office Assistant II
Parks/Public Works Maintenance Supervisor
Permit Technician
Police Records Clerk
Police Records Coordinator
Property Rehabilitation Specialist
Records/Imaging Clerk
Recycling Coordinator
Secretary
Senior Accountant
Senior Planner
Service Mechanic
Staff Analyst - Field Services
Staff Analyst - Police Department
Storekeeper
Switchboard Operator/Clerk

\*Upon completion of classification study

**D. COMPENSATION**

Eligible certified unit employees shall receive compensation in the amount of One-Hundred Seventy-Five (\$175.00) dollars per month above their base salary.

**XVI. SHORTHAND SKILL ASSIGNMENT PAY**

**A. PURPOSE**

1. The purpose of the Shorthand Skill assignment pay is to provide qualified unit employees with compensation in recognition of their shorthand required as an essential function of their job.
2. This service is provided by certain qualified unit employees who have been certified as proficient in shorthand skills of which skill is regularly utilized in the completion of their duties.

**B. QUALIFICATION**

The Human Resources Department will conduct shorthand proficiency tests.

The Human Resources Department will then certify an eligible list of qualified unit employees so certified in shorthand skills.

**C. COMPENSATION**

Unit employees certified in shorthand skills and assigned in writing to a position requiring shorthand skills as designated by their Department Head shall receive ten percent (10%) above their current regular hourly rate.

**XVII. NIGHT SHIFT DIFFERENTIAL PAY**

**A. PURPOSE**

The purpose of this provision is to provide compensation to unit employees whose regular scheduled work shift includes at least one and one-half (1.5) hours or more of their scheduled work time between the hours of 7:00 p.m. and 6:00 a.m., herein referred to as Night Shift Differential, as assigned by Management.

**B. COMPENSATION**

Eligible unit employees shall be paid Night Shift Differential Pay of fifty cents (.50¢) per hour above their base hourly rate of pay for actual time night shift worked which is:

- Between the hours of 7:00 p.m. and 6:00 a.m.; and

## ARTICLE TWO

- Is a minimum of one and one-half (1.5) hours or more of their scheduled work time.

### C. LIMITATIONS

1. Night shift differential shall not apply to any City operation where unit employees periodically rotate through around the clock work schedules, such as Police Records Clerks.
2. Night shift differential shall not apply to unit employees temporarily scheduled to work between 7:00 p.m. and 6:00 a.m. due to emergencies, absenteeism or similar short-term instances.
3. Overtime worked:
  - Shall be paid at time and one-half (1.5) of the unit employee's regular hourly rate of pay.
4. Holidays:
  - Shall be paid at the employee's regularly hourly rate of pay.

### XVIII. MINUTE CLERKS

1. Unit employees who are assigned and required to attend meetings of the City Council, or various commissions of the City, as "Minute Clerk" during their normal off duty hours shall be compensated.
2. Such compensation shall be for a minimum of two (2) hours overtime pay at time and one-half (1.5) their hourly rate of pay.

### XIX. TEMPORARY ASSIGNMENTS

Temporary assignments:

- Are not a separate job classification,
- Do not have civil service status,
- Are not subject to civil service selection procedures, appeals or seniority,
- Do not have any property rights, and
- May be revoked by Management at any time for job related reasons or operational necessity.

**ARTICLE THREE:**

**WORK PERIODS, SCHEDULES AND OVERTIME**

**I. WORK PERIODS**

**A. SEVEN (7) DAY WORK WEEK**

The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

**B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ENDING**

The seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by meeting and conferring with GEA.

**C. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES ON THE 9/80 WORK SCHEDULE, BEGINNING/ENDING**

The seven (7) day work period shall begin on Friday at 12:00 p.m. and end on Friday at 11:59:59 a.m. except as modified by meeting and conferring with GEA.

**II. WORK SCHEDULES**

**A. CITY WORK SCHEDULES**

City work schedules shall be as herein defined, except as otherwise provided for in this agreement:

**5/40 Work Schedule:** The 5/40 work schedule shall consist of five consecutive work day consisting of eight (8) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

**4/10 Work Schedule:** The 4/10 work schedule shall consist of four consecutive work days consisting of ten (10) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

**ARTICLE THREE**

**9/80 Work Schedule:** The 9/80 work schedule shall consist of an eighty (80) work hour two week schedule consisting of eight (8) nine (9) hour days and one eight (8) hour working day in a eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two forty (40) work hour work periods segments exclusive of any meal periods assigned by management.

**Police Records Clerks:** The 3/12 work schedule for Police Records Clerks shall be three (3) consecutive work days each seven (7) day work period, two (2) of which shall consist of 13.5 consecutive work hours and one (1) of which shall consist of thirteen (13) consecutive work hours, inclusive of meal periods and breaks.

**B. CITY HALL - 4/10 WORK SCHEDULE**

City Hall employees maintain a 4/10 work schedule (Monday-Thursday Shift) except employees who work 9/80 or other work schedules mutually agreed upon by the parties.

**C. PUBLIC WORKS DEPARTMENT – 9/80 WORK SCHEDULE**

Effective January 4, 2016 or shortly thereafter, Public Works Department will implement a “coordinated” 9/80 work schedule for its employees with at least one Friday per pay period off from work.

**III. CHANGING OF WORK SCHEDULES [m1]**

The City shall meet and confer with the Association when the City is considering other work schedules or the changing of the work schedule when the substantive and significant needs of the City so dictate, such as conformance to operational needs of the department or compliance with the law. The City will make every effort to maintain current work schedules for bargaining unit members.

**IV. PUNCTUALITY/TARDINESS [m2]**

**A. POLICY**

It is a job requirement for all unit employees to report to work at their required work schedule starting time. Lack of punctuality has a negative impact on City’s work productivity and therefore tardiness shall not be tolerated.

## ARTICLE THREE

### B. NO PAY FOR TARDINESS

Any unapproved tardiness time that is seven (7) minutes or more from the unit employee assigned work starting time shall not be paid and therefore shall be "Docked" for the time so tardy in increments of 15 minutes or more.

### C. NO USE OF SICK LEAVE TIME BENEFITS

Unit employees who are "Docked" any time for unapproved tardiness may not use any accumulated sick leave benefits to cover tardy unpaid time unless approved by the department head or their designee.

### D. DISCIPLINARY ACTION

If any unit employee who is continually tardy, as defined in this section, including one (1) minute or more late for his/hers work starting time on a continuous basis, the department head has the right to take appropriate disciplinary action on the tardy unit employee.

## V. OVERTIME

### A. POLICY

It is policy of the City that overtime work is to be discouraged. All overtime work must be approved in advance by the department head or designee. Whenever the public interest or necessity requires it, any department head may require any unit employee in such department to perform overtime work. Overtime work must be properly reported on the appropriate time card sheets.

### B. DEFINITION AND ELIGIBILITY

#### FULL TIME UNIT EMPLOYEES

Full-time employees who work a minimum of eight (8) hours per day and forty (40) hours per seven-day work period, who are required to work in excess of their regularly scheduled forty (40) hour work week, shall be paid overtime at one and one-half (1 ½) times their hourly rate for all hours worked in their work period in excess of forty (40) hours, except as provided below.

### C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME

Each workday a unit employee is off duty on an authorized paid leave of absence; i.e. holiday, vacation leave, comp time, except for sick leave, during the scheduled workweek shall be considered work time by the unit employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.

## ARTICLE THREE

### D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE

1. Overtime shall be credited in tenths of time worked of fifteen (15) minutes or more per work day.
2. Time so worked of less than seven (7) minutes of an hour shall be considered incidental and shall not be credited.
3. Time worked in excess of seven (7) minutes shall be rounded up to fifteen (15) minutes for overtime credit.

### E. REGULAR DAY OFF WORKED

Unit employees required to work on a regularly scheduled day off shall receive overtime pay at one and one-half (1.5) times their regular rate of pay for hours actually worked. The hours so worked shall not be credited towards the base hours of a work period for purposes of establishing any basis for overtime or other purposes.

### F. REGULAR HOURLY RATE OF COMPENSATION

The regular hourly rate of compensation for employees on a forty (40) hour week work schedule shall be 1/173.33 of the employee's monthly salary. The regular hourly rate of compensation shall be determined in accordance with the requirements set forth in the Fair Labor Standards Act (FLSA).

### G. 9/80 WORK SCHEDULE TIME WORKED

Overtime for unit employees on a 9/80 work week schedule is time worked in excess of forty-four (44) paid hours in a 7 day work week period or eighty (80) paid hours worked in a 14 day work period as set forth in this agreement.

### H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME

1. For the purpose of computing the number of hours worked as they relate to overtime and seniority, time during which a unit employee is excused from work because of holidays, vacations, and compensatory time off, shall be considered as time worked by the unit employee.
2. Sick Leave taken shall not be credited as work time towards number of hours worked by the unit employee for the purpose of overtime.

**VI. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME**

**A. ADVANCED APPROVAL**

All out-of-town trips and training time, including attendance at lectures, meetings, training programs and similar events, must be approved in advance by the department head.

**B. ONE DAY TRAVEL TRIPS**

One-Day travel time trips for training programs is not counted as time worked, if a unit employee is traveling to another location such as the airport and travel time is comparable to the normal commute time. Any meal period while traveling is not time worked.

**C. OVERNIGHT TRIPS**

1. On Overnight Trips the unit employee's normal hours of work shall exclude meal time and sleep time. The City may count as time worked either the time spent driving or the time it would have taken on the public transportation, if the employee is offered public transportation and chooses to travel by automobile.
2. Any trip or training time is not treated as time worked if all of the following criteria are met:
  - a) Attendance is outside the employee's normal working hours;
  - b) Attendance is voluntary;
  - c) The training course is not directly related to the unit employee's job; and
  - d) The unit employee does not perform any significant job related work while in attendance.
3. If a unit employee voluntarily attends a conference, seminar, a school, college, university, or trade school after hours, the time is not considered as time worked even if the City contributes any incidental expenses. A unit employee's voluntary training for another job or training to add new or additional skills is not considered as directly related to the unit employee's job.

**VII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES**

**A. BREAK-REST PERIOD DEFINED**

Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

**B. BREAK-REST PERIOD SCHEDULING**

1. Break-rest periods are scheduled and/or rescheduled by management so as not to impair service and as job requirements dictate.
2. Unit employees may receive, whenever possible:
  - Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and
  - One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

**C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION**

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going to and from a rest area unless otherwise authorized by this agreement.

**D. LIMITATIONS**

1. Break-rest periods are non-cumulative and shall not be added to any meal time, vacation, or any other form of authorized absence from work, unless authorized by Management.
2. Break-rest periods may not be used at the beginning or the end of a work shift unless authorized by Management.

**VIII. MEAL TIME-UNPAID/NON-WORK TIME**

**A. MEAL TIME SCHEDULING**

1. The schedule for meal times shall be determined by management in consideration of the continuity of services provided to the public and the convenience of the unit employee.
2. All unit employees, shall be entitled to one (1) non-working, unpaid meal time per scheduled work day of eight (8) or more consecutive hours worked, exclusive of overtime worked.

**B. MEAL TIME ONE-HALF (1/2) HOUR DURATION**

1. The normal unpaid meal time shall be one-half (1/2) hour in duration.
2. In no case will meal time be permitted to exceed one (1) hour, unless approved by management.

**C. LIMITATIONS**

1. Meal time is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work, unless authorized by Management.
2. Meal time may not be used at the beginning or the end of a work shift unless authorized by Management.
3. All meal time taken is considered non-work time and is unpaid.

**IX. CALL BACK PAY (UNSCHEDULED)**

**A. PURPOSE**

1. Call-back work is unscheduled time worked performed by an off-duty unit employee called-back to work after they have completed their regular work schedule and have left the work area or are on their day off.
2. Such assignments or call backs shall include emergency purposes or required attendance at meetings of the City Council, Commissions, Committees or other official bodies as approved by the City Manager.
3. The City shall, when possible, make available to qualified unit employees an equitable distribution of call-back pay within their assigned section.

**B. COMPENSATION**

Unit employees eligible for Call Back Pay as set forth in this section shall receive a minimum guarantee of four (4) hours of straight pay at the unit employee's regular hourly rate of pay or convert four (4) hours of straight time to unit employees Compensatory Time Bank.

**C. LIMITATIONS**

1. The four (4) hour minimum shall not apply when a unit employee is called in early before the start of their regular assigned shift and the call-back is contiguous with the unit employee regular work shift.
2. Another call back during the original or initial four (4) hour period shall not be treated as a new call back and shall not require a new four (4) hour minimum and all subsequent call back, shall be for actual hours worked plus reasonable travel time. In this event, the unit employee shall be paid for the actual time worked.

**X. STAND-BY ASSIGNMENT PAY**

**A. PURPOSE**

Public Works Department unit employees shall be entitled to receive additional compensation for their services while assigned to standby assignment only under the following circumstances and subject to the following conditions:

## ARTICLE THREE

1. **“Standby Duty”** shall mean the assignment by the Department Head of a unit employee during other than his/her regular working hours to be on call and readily available for the performance of emergency work during one (1) or more consecutive “Standby Shifts.”
2. **“Weekday Standby Work Shift”** shall mean any unit employee assigned a Standby work shift for any week days, which is Monday, Tuesday, Wednesday, Thursday, or Friday. Each Standby day is 12:00 a.m. through 11:59 p.m. other than his/her regular assigned working hours.
3. **“Weekend Day Standby Shift”** shall mean any unit employee assign a Standby work shift for weekend days which is Saturday 12:00 a.m. to 11:59 p.m. or Sunday 12:00 a.m. through 11:59 p.m.

### B. COMPENSATION

1. Compensation for Standby Shift or portion thereof shall be thirty dollars (\$30.00) per each standby shift or portion thereof.
2. Standby Duty – Holiday. Any unit employee who is assigned to standby duty on a recognized City Holiday shall receive standby pay of forty dollars (\$40.00) per Standby Shift on such holiday, in addition to other standby pay provided for in this section.

### C. INFORM DEPARTMENT HEADS

1. Each unit employee assigned to standby duty shall provide a contact phone number to keep their Department Head informed as to their whereabouts at all times during such standby assignment.
2. Notice of each standby assignment shall be promptly given to the Department Head.

### D. LIMITATIONS

1. Standby assignments will be limited to those public services which must have emergency response during off-duty hours.
2. City will compensate unit employees specifically required to be on standby duty under the conditions described below:
  - Unit employees must be available and must respond to any call-back while so assigned; and
  - The consumption of alcoholic beverages during an assigned stand-by period is prohibited, as is any use of illegal drugs or other incapacitating medication; and

## ARTICLE THREE

- Violation of the above shall invalidate the employee's eligibility for stand-by compensation for that period, in addition to any disciplinary action which is warranted.
- The City may, in its discretion, provide a cell phone or electronic device or other communication device to an assigned employee, which shall be his/her responsibility during such assignment (loss or damage due to negligence will result in employee replacing or paying for the paging device).

### E. NOT ELIGIBLE FOR STAND-BY PAY

1. It is agreed that other unit employees may have a responsibility to respond if contacted and ordered to respond under the call-back provisions of the MOU, but are not required to stand-by under the terms of this Agreement.
2. The use of pagers or cell or other communication device is voluntary unless the employee is placed in stand-by assignment.

## XI. ASSIGNMENT OF OVERTIME

Except as otherwise provided for in this Agreement, Management retains the right to determine the assignment of overtime or stand-by to any qualified unit employee by eligibility and seniority.

## XII. COMPENSATORY TIME

### A. ELIGIBILITY

Unit employees may elect to receive compensatory time in-lieu of overtime payment.

### B. ACCUMULATION OF COMPENSATORY TIME BANK

1. Compensatory time will be accumulated on the basis of one-and-one-half (1 ½) hours for each one (1) hours worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated is forty (40) hours at the straight time hourly rate (26.6 comp time hours x 1.5 = 40 hours), which may be carried until the end of the fiscal year and used as time off, or which may be paid to the unit employee upon separation from service for any reason.

## ARTICLE THREE

3. Once the maximum has been accumulated, any additional compensatory overtime accrual submitted through payroll will be automatically paid to the unit employee on the succeeding paycheck.
4. For time earned from July 1 through June 30 of each Fiscal Year, the unused balances of Compensatory Time Bank will be paid during the last pay period in June of the same Fiscal Year to the unit employees at the employee's regular hourly rate of pay in effect at the time of payment and the bank shall be reduced to zero (0).

### C. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized on a hour for hour basis at the mutual convenience of management and the unit employee.
3. All compensatory time utilized as paid leave by a unit employee shall be debited from the unit employee's compensatory time bank.

### D. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE

In the event of termination from the City for any reason, the unit employee shall be entitled to cash payment of one-hundred percent (100%) of an accumulated unused compensatory time if any, at termination paid straight time at the unit employee's regular hourly rate of pay.

## XIII. TIME CLOCKS

If unit employees are required to use time clocks, all their time worked should be recorded by the use of time clock in accordance with established rules. Department heads shall be responsible for instructing their unit employees in the proper use of time clocks.

ARTICLE FOUR:SUPPLEMENTAL BENEFITS

## I. RETIREMENT

## A. CalPERS RETIREMENT BENEFITS

The City agrees to provide retirement benefits to eligible classic employees (as defined below in Section B.) under the California Public Employees' Retirement System (CalPERS) as follows:

Government Code Section	Benefit
20042	<b>One Year Final Compensation:</b> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months. (Not applicable to 2% @ 62 retirement plan)
7522.32	<b>Three Year Final Compensation:</b> For new PEPRA members, provides that final compensation means the highest average annual pensionable compensation earned by a member during a period of at least 36 consecutive months. Also prohibits a public employer from adopting a final compensation period of less than three years for classic members who are currently subject to a three-year final compensation period.
20055	<b>Prior Service Credit:</b> Unit employees may be eligible to purchase prior service credit.
20124	<b>Military Service Credit as Public Service:</b> Unit employees may elect to purchase up to four (4) years of service credit.
20965	<b>Credit for Unused Sick Leave:</b> Unit employees may be eligible to convert unused sick leave bank hours at time of retirement to additional service time.
21329	<b>Two percent (2%) COLA:</b> Beginning the 2 <sup>nd</sup> calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21354	<b>2% @ 55 for Local Miscellaneous Members:</b> Base retirement plan of two percent (2%) at age 55 for all eligible unit employees. (Employees hired before 12/30/12)
21353	<b>2% @ 60 for Local Miscellaneous Members:</b> Base retirement plan of two percent (2%) at age 60 for all eligible unit CalPERS members hired 12/30/12 or after.
7522.20	<b>2% @ 62 for Local Miscellaneous Members:</b> Base retirement plan of two percent (2%) at age 62 for new CalPERS members hired 1/1/13 or after.
21551	<b>Death Benefit Continues:</b> Provides that death benefits paid to a

ARTICLE FOUR

		spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21574		<b>Fourth Level of 1959 Survivor Benefit:</b> Benefits are paid monthly to certain survivors of a unit employee who dies before retirement.
21620		<b>Retired Death Benefit \$500:</b> Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree's designated beneficiary.
21624 and 21626		<b>Post Retirement Survivor Allowance:</b> Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option chosen, as it was at time of death of retiree.

**B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES**

The City contracts with CalPERS for retirement benefits. As a result of the Public Employees' Pension Reform Act of 2013, new member employees and classic employees receive some different benefits. The definitions of "new member" and "classic member" are as follows:

**New Member**

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

(1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

(2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

(3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

**Classic Member**

CalPERS refers to all members who do not fit the definition of new member as a classic member.

**C. ESTABLISHMENT OF THREE-TIER RETIREMENT FORMULA FOR MISCELLANEOUS EMPLOYEES**

New Miscellaneous (non-sworn) employees hired on or after December 30, 2012, will be enrolled in the base retirement program 2%@60 for Miscellaneous Members formula. All other retirement benefits outlined in Section A above shall remain the same. For purposes of this section, "New Miscellaneous (non-sworn) employees" means a newly hired employee from outside the city.

**CALPERS RETIREMENT BENEFITS FOR MISCELLANEOUS (NON-SWORN) "NEW MEMBERS" AS DEFINED BY THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)**

- 1) Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2%@ 62 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).
- 2) Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
- 3) Payment of Employee/Member Contribution: Effective January 1, 2013, new member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

New members shall be eligible to receive all other retirement benefits outlined in Section A. above, as allowed by CalPERS.

**D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT**

All Classic Miscellaneous employees shall continue to pay a total of 7% of employee share of CalPERS;

Effective January 1, 2013, New Members, a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, or a member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months will pay at least 50% of the total normal cost rate.

**II. NON-SWORN – PARS “0.5% STACK” EFFECTIVE JULY 1, 2010**

**A. NEW ADDITIONAL RETIREMENT BENEFIT**

Effective July 1, 2010, the City was authorized to provide a new additional retirement benefit referred to as “PARS 0.5% Stack Plan” through the Public Agency Retirement Services (PARS).

Effective January 1, 2013, new PEPRRA guidelines prohibits a public employer from offering the PARS 0.5% Stack Plan to any employee that was not covered by an existing plan prior to January 1, 2013.

**B. NON-SWORN UNIT EMPLOYEE PAYMENT SHARE**

1. Effective July 1, 2010, all non-sworn unit employees will pay one and one-half percent (1.5%) of their salary to the City to help pay for the increased cost to the City for the “PARS 0.5% Stack Plan”.
2. All new non-sworn unit employees hired on or after July 1, 2010 will pay two percent (2%) of their salary to the City for the first five (5) years of full-time employment with the City to help pay for the increased costs to the City for the “PARS 0.5% Stack Plan”.
3. Upon completion of five (5) years (60 months) of full-time employment with the City, these non-sworn unit employees payment to the City for “PARS 0.5% Stack Plan” will be reduced from two percent (2%) to one and one-half percent (1.5%) of their salary.

**C. ELIGIBILITY**

1. Effective July 1, 2010, all non-sworn unit employees hired prior to January 1, 2013, who have worked full-time for the City for at least five

## ARTICLE FOUR

(5) years shall be eligible to receive "PARS 0.5% Stack" Retirement Benefits upon their retirement from the City of Huntington Park.

### D. LIMITATIONS

1. Effective July 1, 2010, all non-sworn unit employees who terminated their employment from the City or who have not worked full-time at least five (5) years with the City before they retire from the City shall not be eligible to receive the "PARS 0.5% Stack" Retirement benefit.
2. Any non-sworn unit employee who terminates their employment with the City "prior" to their retirement shall receive all of their 1.5% salary contribution made for the "PARS 0.5% Stack" benefit plus interest.
3. Eligible non-sworn unit employee as set forth in this section must retire from the City of Huntington Park to receive the "PARS 0.5% Stack" benefit.

## III. HEALTH INSURANCE

### A. HEALTH INSURANCE – CalPERS MEDICAL PLANS

The City will provide unit employees, their eligible dependents and retirees and their eligible dependents with medical insurance provided through the California Public Employees' Retirement System under the Medical and Hospital Care Act (PEHMCA).

### B. HEALTH INSURANCE – CITY CONTRIBUTION

1. The City shall contribute on behalf of each unit employee an amount equal to 100% of the cost of the employee's insurance plan (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or more Dependents) not to exceed the cost of the respective plan of the Kaiser Permanente (HMO)-Los Angeles Region Plan available through PEMHCA.
2. Effective once during each fiscal year, at the time rate changes are implemented by CalPERS, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) equal to the Kaiser Permanente-California L.A. Region plan CalPERS approved HMO plan.

**IV. RETIREE HEALTH INSURANCE**

**A. ELIGIBILITY**

A unit employee who subsequently retires from the City of Huntington Park and who qualifies as set forth in the following shall receive the following retiree Health Insurance Benefits upon official retirement from the City of Huntington Park.

**B. RETIRED HEALTH INSURANCE BENEFIT**

1. All unit employees who officially retire from the City of Huntington Park with at least five (5) years of full-time service with the City of Huntington Park, the City shall pay one-hundred percent (100%) of the maximum level of the City's contribution based on the Basic Kaiser Permanente – L.A. Area Region monthly health premium (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for those eligible retired unit employees under the California Public Employee's Medical and Hospital Care Act or other health insurance and all other form of health insurance for these retired employees and their dependents.
2. Effective January 1, 2011, for retired unit employees who are eligible for Medicare, the City's contribution shall be solely based upon Kaiser Permanente – L.A. Area Region Supplement/Managed Medicare monthly health premium or the Combination of both Basic (meaning non-Medicare basic medical coverage) and the Kaiser Medicare monthly health premium.
3. The City agrees to defend and indemnify and hold harmless the HPGEA against all claims and/or other forms of liability arising from provisions of Article Four, Section IV, B-2 of this MOU.
4. These qualifying requirements shall be waived for unit employees who retire from City service on an Industrial Disability Retirement.

**C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED.**

1. The parties further agree that during the term of this Agreement, they shall meet and confer regarding the continuation of retiree health insurance benefits for new hires. The City agrees that changes to this benefit during the term of this Agreement are subject to agreement by the GEA.

**V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)**

Unit employees may elect to discontinue participation in, “opt out,” of the CalPERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

**A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT**

1. For these medical plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
  - Individual coverage; or
  - One (1) employee may select a plan and list the spouse as a dependent.
2. A unit employee who is covered as the dependent of a City employee in the City plan is eligible for single-party rate “opt-out” compensation.
3. Unit employees may not both insure each other or the same dependents.

**B. PROOF OF COVERAGE/WAIVE CITY LIABILITY**

1. Unit employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof.
  - a) The unit employee is not receiving Medicare or Medical
  - b) The unit employee must sign a document stating his/her desire to waive their City medical insurance coverage.
  - c) The unit employee has coverage through another (non-City) benefit plan end year prior to open enrollment (e.g., spouse’s coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City’s health insurance plan.

**C. OPT-OUT CASH VALUE (NON-PERSABLE)**

1. Unit employee’s electing to opt out will receive the taxable cash (non-PERSable) value of one-half (½) of the monthly medical premium rate for which the unit employee would have qualified had the qualified unit employee not “Opted-Out” payable in two equal amounts and added to the first and the next subsequent paycheck of each month and is non-PERSable compensation.

**VI. DENTAL INSURANCE**

**A. BENEFITS – DELTA CARE/PMI PLAN**

1. Benefits – DeltaCare/PMI Plan. The City shall contribute an amount, equal to the DeltaCare/PMI premiums in an amount not to exceed the cost of coverage for an Employee Plus Two or More Dependents, on a monthly basis towards an employee's choice of dental plans made available and administrated by Delta Dental Plan.
2. Effective once during each fiscal year, at the time rate changes are implemented by Delta Care PMI, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) to equal the corresponding Delta Care PMI monthly premium

**B. LIMITATIONS – DELTA PREFERRED OPTION PLAN**

Unit employees who choose the Delta Insurance Delta Preferred Option Plan shall pay the difference in monthly premium between the Delta/PMI Plan and Delta Preferred Option Plan.

**C. DENTAL INSURANCE BENEFITS – LIMITATIONS**

The Dental Insurance coverage shall cease for unit employees upon termination, including retirement, at the end of the month following that after which the unit employee terminates from employment with the City.

**VII. LIFE INSURANCE**

**A. BENEFIT**

1. The City shall pay the full monthly premium for unit employees for Term Life Insurance Group coverage of \$100,000.
2. Said Life Insurance benefit shall include coverage for Accidental Death and Dismemberment (AD&D).

**B. LIMITATION**

This Life Insurance Plan Coverage shall cease upon the unit employee termination from employment with the City.

**VIII. VISION CARE INSURANCE**

**A. BENEFIT**

1. Effective January 1, 2013, the City shall pay the full monthly premium for the unit employee up to Employee plus Two or more Dependents category for Vision Care Insurance.
2. Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the vision care insurance monthly premium.
3. The vision care insurance coverage shall cease upon the unit employee termination from employment with the City.

**IX. LONG TERM DISABILITY INSURANCE**

**A. PURPOSE**

The City has a Long Term Disability insurance policy intended to augment the annual sick leave accrual and sick leave bank programs and provide certain income protection for unit employees up to two (2) years.

**B. BENEFIT**

1. The City shall pay the full monthly premium for the Long Term Disability Insurance Plan Coverage for unit employees.
2. Long Term Disability may be used for either work or non-work related injuries or illness in accordance with City Policy and the insurance company carriers qualifying rules and regulations.
3. Long Term Disability Insurance benefits shall be paid to eligible unit employees in accordance with the policies established by the insurance carrier's written policy rules and regulations for qualifying and a thirty (30) calendar day waiting period established by the insurance carrier before benefits can be paid.

**C. LIMITATIONS**

1. The unit employee must use all their accumulated annual sick leave and bank hours, and all accumulated sick leave time before being eligible to receiving Long Term Disability benefits.
2. Accumulated sick leave may be used in separate thirty (30) calendar day periods.
3. This Long Term Disability Insurance Plan shall cease upon the unit employee's termination from employment with the City.

**X. CITY RIGHTS – CONTENT AND CONTRACTOR**

**A. INSURANCE/EMPLOYEE BENEFIT PLANS**

The City retains the exclusive right to determine the content and contractors for all insurance plans.

**B. MEET AND CONFER WITH HPGEA**

The City agrees to meet and confer with the HPGEA over any City proposed change in the benefit levels for any insurance plan.

**XI. UNIFORMS PROVIDED [m3]**

**A. POLICY**

The City shall, at its expense, provide uniforms required to be worn during regular working hours by unit employees in the labor and trade classes in the Public Works Department.

**ARTICLE FOUR**

**B. REIMBURSEMENT FOR UNIFORM DAMAGE** <sup>[m4]</sup>

1. Any unit employee who is required to wear a City uniform provided by the City in the performance of his or her official duties and who sustains damage to such uniform through no fault of the unit employee, shall be entitled to reimbursement for such damage as follows:
  - a) Damage to such articles or uniform must occur while the unit employee is performing assigned duties on behalf of the City.
  - b) Reimbursement shall be made to cover reasonable replacement costs, as determined by management, taking into consideration the depreciation and life expectancy of the article or uniform.
  - c) Payment to the unit employee shall be made only after written approval by the appropriate department head and by the City Manager.

**XII. UNIFORM ALLOWANCE** <sup>[m5]</sup>

**A. PURPOSE**

1. The purpose of uniform cleaning and replacement allowance is to provide funds for the future purchase, replacement, and cleaning of uniforms and clothing. Two (2) changes per week shall be provided for each unit employee during regular working schedule.
2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.
3. Unit employees, except employees on IOD status, who have been on an unpaid leave of absence for any reason from active services for any time in excess of forty-two (42) calendar days shall have the monthly pro-rated.

**B. NEW EMPLOYEES**

Unit employees who are required to wear a uniform and are eligible for uniform allowance shall first be issued a City purchase order to obtain the required uniform for their respective classes.

**C. UNIFORM ALLOWANCE REIMBURSEMENT (Non-PERSable)** <sup>[m6]</sup>

Unit employees who have served twelve (12) months with their initial uniform purchased by a City purchase order shall thereafter receive a uniform allowance reimbursement of Nine-Hundred (\$900) dollars (non-PERSable) paid in two equal separate checks of Four-Hundred and Fifty (\$450) dollars each subsequent July and December of each following calendar year.

**D. ELIGIBILITY**

Those unit employee classifications eligible to receive uniform allowance as set forth in this section shall be as follows:

- Animal Enforcement Officer
- Business License Enforcement Officer
- Code Enforcement Officer
- Code Enforcement Supervisor
- Police Records Clerk

**XIII. BOOT ALLOWANCE**

**A. REGULAR OR STEEL-TOE BOOTS ALLOWANCE**

Public Works Unit employees who are required to wear regular or steel toe boots shall be reimbursed for up to two-hundred dollars (\$200) of the cost of the boots which meet industrial safety standards, per fiscal year.

DESIGNATED ELIGIBLE CLASSIFICATIONS
Electrician Supervisor
Equipment Mechanic
Equipment Mechanic Supervisor
Facility Repair Mechanic/Specialist
Journeyman Electrician
Maintenance Worker
Maintenance Worker Supervisor
Parks and Tree Supervisor
Public Works Supervisor
Service Mechanic
Storekeeper

**B. ALLOWANCE (Non PERSable)**

All unit employees eligible for boot allowance as set forth in Section above, who has worked a minimum of one (1) year, shall receive two-hundred dollars (\$200) non-PERSable each July of each calendar year.

**XIV. TOOL ALLOWANCE**

**A. PURPOSE**

The purpose of the annual tool maintenance allowance is to provide a reimbursement allowance for designated eligible unit employees to purchase and replace as needed job related tools to perform their duties.

**B. ELIGIBLE DESIGNATED CLASSES**

The following unit classification shall be eligible to receive annual tool allowance:

- Equipment Mechanic
- Equipment Mechanic Supervisor
- Facility Repair Mechanic/Specialist
- Maintenance Electrician
- Maintenance Electrician Supervisor
- Service Mechanic

**C. ALLOWANCE (Non PERSable)**

All unit employees eligible for tool allowance as set forth in Section B above, who has worked a minimum of one (1) year, shall receive Four Hundred dollars (\$400) non-PERSable each July of each calendar year.

**XV. SAFETY GLASSES**

**A. REQUIRED TO WEAR SAFETY GLASSES**

Unit employees who are required to wear safety glasses and who wear prescription glasses shall be reimbursed for one-half (1/2) of the cost of the glasses which meet industrial safety standards.

**XVI. TUITION REIMBURSEMENT PROGRAM**

**A. PURPOSE**

The purpose of the City's Educational Tuition Reimbursement Program is to promote and encourage employees to obtain a college level education up to, and including, a Master's or Doctorate's degree. All unit employees may use the tuition reimbursement program each fiscal year, subject to the conditions of the program set forth in this section.

## ARTICLE FOUR

### B. ANNUAL REIMBURSEMENT

1. The maximum amount of the annual reimbursement shall be fifteen hundred (\$1,500) dollars, which shall cover tuition, enrollment fees, required textbooks and other related material;
2. Participation for reimbursement shall be on a first come, first served basis and subject to a twenty-five thousand (\$25,000) dollar city-wide cap;
3. Following the end of a fiscal year, remaining funds in the \$25,000 fund shall be made available to employees who have eligible expenses in excess of the \$1,500 individual limit;
4. To the extent that funds remaining in the pool are insufficient to fund all the supplemental applications, participants shall receive equal reimbursements from the remaining funds in the City-wide Tuition Reimbursement Fund;

### C. REQUIREMENTS

1. All courses must be completed at an accredited college, university, junior college, or other institution, as recommended by the Department Head and approved by the City Manager;
2. To be eligible for reimbursement, unit employees must receive a grade of "C" or better (or "Pass" if the course is given on a "Pass/Fail" basis);
3. Classes must be taken while a unit employee is off-duty and not during employees scheduled work hours; and,
4. Approval for reimbursement must be obtained from the City Manager prior to the beginning of the class and payment for reimbursement shall be made only after the certified transcript of grades and receipts for payment of tuition fees and other expenses are received by the City.

### XVII. FITNESS FACILITY

The City shall provide unit employees in the GEA with access to the City's Recreation Center for the use of the facilities at no cost to the unit employee. Any fees or expenses for class registration or special events will be the responsibility of the unit employee.

### XVIII. COFFEE SUPPLIES

The coffee and related supplies that is provided for the City Council and the various City Commissions shall also be made available for use by City employees.

**ARTICLE FIVE:**  
**LEAVE POLICIES**

**I. HOLIDAYS**

**A. ANNUAL HOLIDAY LEAVE**

1. Effective July 1, 2015, regular full-time employees shall be compensated a total of one hundred (110) hours of Holiday Leave per fiscal year.
2. For each authorized official paid holiday, the employee will be compensated at their base salary rate not to exceed ten (10) holiday hours for each authorized holiday during each fiscal year.

**B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES**

1. The official paid recognized holidays granted to unit employees is as follows:
  1. New Year's Day (January 1)
  2. Martin Luther King's, Jr. Birthday (3<sup>rd</sup> Monday in January)
  3. President's Day (3<sup>rd</sup> Monday in February)
  4. Cesar Chavez Birthday (March 31)
  5. Memorial Day (4<sup>th</sup> Monday in May)
  6. Independence Day (4<sup>th</sup> of July)
  7. Labor Day (1<sup>st</sup> Monday in September)
  8. Veteran's Day (November 11)
  9. Thanksgiving Day (4<sup>th</sup> Thursday in November)
  10. Day after Thanksgiving
  11. Christmas Day (December 25<sup>th</sup>)
2. The City Manager or City Council has the right to designate any day or part of a day as a Holiday.

**C. USE OF HOLIDAY LEAVE**

Unit employees may take his/her unused Holiday Leave Time as approved by the Department Head with due regard to the service needs of the City and the needs of the unit employee.

**D. UNUSED HOLIDAY LEAVE**

Unit employees unused Holiday Leave Time shall be lost if not taken prior to the last pay period of each fiscal year (July-June) and shall not be converted to any form of compensation, except as covered in Section G below.

**E. OFFICIAL HOLIDAYS OCCURRING ON FRIDAY OR SATURDAY**

Holidays that fall on Saturday or Sunday shall be observed on Friday or Monday respectively.

**F. OFFICIAL HOLIDAYS OCCURRING ON SCHEDULED DAY OFF**

When any official Holiday occurs on a unit employee's regular scheduled day off, the holiday time for that day shall not be deducted from the unit employee Holiday Leave Bank and those hours shall become "Floating Holiday" time to be taken off at the approval of the Department Head prior to the last pay period of that fiscal year (June 30).

**G. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY**

1. When a unit employee is required to work on an official holiday, all hours worked shall be paid at the unit employee regular hourly rate; and
2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank. The City shall pay out the amount of unused Holiday Leave Time during the first pay period in July if an employee who was required to work on an official holiday is not able to use the Holiday Leave Time before the last pay period of the fiscal year (July-June).

**H. HOLIDAYS OCCURRING DURING VACATION PERIOD**

Any official holiday time occurring within a unit employee's vacation period shall be charged as Holiday Leave Time in lieu of Vacation.

**I. HOLIDAYS AND SICK LEAVE USE**

If a unit employee is on Annual Sick Leave or taking Sick Leave Bank Leave on the last working day before the holiday or immediately after any official holiday, those holiday leave hours [eight (8) for unit employees on 5/8 work schedule, nine (9) for unit employees on the 9/80 work schedule, and ten (10)

## ARTICLE FIVE

for unit employees on the 4/10 work schedule] for that holiday shall be forfeited and deducted from their annual Holiday Leave Bank.

### J. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION

1. Any unit employee terminating employment from the City, either voluntary or involuntarily shall have any eligible accrued Holiday Leave Time hours cashed out at the employee current hourly rate of pay.
2. Eligible holiday hours shall mean those holidays in the fiscal year which have already been earned by the terminating unit employee. (Earned meaning they were employed by City when certain eligible Holidays had occurred.)
3. In the case of any unit employee whose employment with the City is terminated by death, such payment shall be made to the estate, spouse or beneficiaries entitled to, or in the case of doubt to the beneficiary of records for public retirement, upon approval by City Attorney.

### K. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE

1. If approved by the City Manager, each unit employee, except those unit employees determined by the City Manager and Department Heads to provide services for the necessary functions of the department which he/she is employed, shall be permitted to be absent for duty one-half (1/2) of the work shift on December 24 (Christmas Eve) and December 31 (New Year's Eve) or the last working day prior to December 24 and December 31.
2. Should a unit employee be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 24 or December 31 and it's a regular assigned work day for them they shall be charged leave time for one-half (1/2) of their work shift for said day.

**II. VACATION LEAVE**

**A. VACATION LEAVE ACCRUAL**

1. All unit employees are eligible to earn vacation leave time.
2. Unit employees shall receive accrue vacation leave time on the fifteenth (15) day of each month.
3. Unit employee shall be entitled to utilize their accumulated vacation leave with pay upon completion of six (6) months of continuous employment with the City and approval by their department head.

**B. VACATION LEAVE EARNED**

1. Vacation time shall be earned and accrued on the following basis:

YEARS/MONTH EMPLOYED	VACATION EARNED Per month	VACATION EARNED Per Year	*TWICE MAXIMUM VACATION EARNED
0-4 yrs (0-48 months)	9.33 hours per month	112 hours per year	224 Hours
5-9 yrs (49-108 months)	12.66 hours per month	152 hours per year	304 Hours
10 yrs + (109 months + thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

2. Vacation Leave Time is earned on a continuous service time with the City and is prorated on a monthly basis.
3. \*After a unit employee accrues twice their annual Vacation Leave Time accrual said unit employee ceases to accrue Vacation Leave. The affected unit employee will only begin accruing vacation Leave again after their vacation Leave balance is less than twice the annual Vacation Leave accrual.

**C. APPROVAL OF VACATION LEAVE REQUESTS**

The Department Head shall approve unit employee Vacation Leave request with due regard to the service needs of the City and the personal need of the unit employee.

**D. NO VACATION TAKEN PRIOR TO ACCRUED**

1. Unit employees may take only Vacation Leave as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the unit employee has accumulated Vacation Leave Time.

**E. LIMITATIONS ON VACATION LEAVE**

1. Vacation is charged on the basis of the actual hours the unit employee is on vacation leave to the nearest one-quarter (0.25) hour.
2. Unit employees do not accrue vacation leave while on leave in excess of thirty (30) calendar days.
3. A unit employee who is sick during their vacation leave may charge the period of illness and/or injury to sick leave if available. Verification may be required from a physician.

**F. PAYMENT ON TERMINATION, LAYOFF, OR DEATH**

1. Terminated or laid off unit employees will be paid a lump sum of all accrued Vacation Leave Time upon termination at their current hourly rate of pay. Upon death all accrued vacation leave will be paid to the employee's beneficiary, after approval by the City Attorney.
2. At termination of employment the City shall be reimbursed by the unit employee for any vacation leave taken in excess of their accumulated vacation time Leave Time.
3. Unit employees who are reemployed do not receive service credit for vacation accrual.

**G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION**

The City Manager may grant Vacation Leave Cash-Out in lieu of allowing an unit employee request to take earned Vacation Leave in case of any circumstance or conditions where in the judgement of the City Manager justifies such action or the denial will cause the affected unit employee to exceed their vacation cap.

**III. SICK LEAVE**

**A. PURPOSE OF SICK LEAVE**

1. Sick Leave is not a right which a unit employee may use at his or her discretion. Sick leave is leave from duty necessitated by illness or injury to the unit employee or illness or injury of a member of the unit employee's immediate family requiring the unit employee's attendance, and medical appointment to the extent that such appointment cannot be scheduled outside the work day.
2. For the purposes of this section, immediate family means employee's spouse or domestic partner, child, step-child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, or other individual residing in the same household whose relationship to the unit employee is that of a dependent.
3. The maximum amount of accrued sick leave that can be used by a unit employee for use for their immediate family shall be forty-eight (48) hours per fiscal year.
4. All sick leave requires approval by Department Head or designee and such request will not be unreasonably denied.

**B. SICK LEAVE ACCRUAL RATE**

1. Each eligible unit employee shall accrue Sick Leave at the rate of eight (8) hours for each month, or major fraction thereof, of continuous City services.
2. The maximum annual Sick Leave accrual shall be ninety-six (96) hours for each year of continuous City service.
3. There is no maximum limit on the amount of total Sick Leave bank a unit employee may accumulate with the City.
4. A unit employee shall not accrue sick leave during absences from duty in excess of thirty (30) calendar days by reason of illness, disability or injury on duty, except where such credit is mandated by law.

**C. FIFTY PERCENT (50%) CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE**

1. In the last pay period of each fiscal year, one-half (50%) of an employee's unused, accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the unit employee's regular rate of pay in effect on June 30<sup>th</sup>.

## ARTICLE FIVE

2. Employees shall be paid the cash out in November each year.
3. The remaining one-half (50%) of a unit employee's unused, accrued Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the unit employees Sick Leave Bank.
4. With the exception of the annual cash out of one-half (50%) of a unit employee's unused, accrued sick leave from that fiscal year, there is no other cash out of accrued sick leave.
5. There shall be no limit upon the number of hours of accrued sick leave bank an employee can accumulate.
6. If a unit employee terminates employment or is laid off from the City before receiving his or her annual cash-out of one-half (50%) the employee's unused, accrued sick leave from that fiscal year, the employee shall receive such payment prorated to the time of termination.

### D. USE OF SICK LEAVE

1. In order to receive compensation while absent on sick leave an employee (or someone on the unit employee's behalf) shall notify the department head or immediate supervisor within thirty (30) minutes after the beginning of the unit employee's daily duties.
2. The first day of sick leave shall not commence until such notice is given, except in cases of emergency or when provision of such notice is not reasonably possible.
3. In order to be compensated with sick leave for three (3) or more consecutive working days, the unit employee shall be required to submit upon return to work, a physician's verification of illness or injury.
4. A unit employee may use accrued sick leave for the actual number of hours of the regular work period that the unit employee is absent due to illness or injury.

### E. ABUSE OF SICK LEAVE

1. A unit employee shall be subject to disciplinary action for abuse of sick leave, which is defined as a unit employee's use of sick leave when the unit employee is not sick, not required to care for a member of the employee's immediate family or not attending a doctor's appointment.
2. If a unit employee calls in sick in violation of the City's rules and regulations then a deduction shall be made from the unit employee's earned vacation credits, holiday bank, and/or compensatory time bank.

**F. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS**

1. A unit employee who is absent due to illness or injury and who does not have any form of accrued leave on the books shall be required to furnish a physician's statement giving the reason for the absence and a further statement indicating that the unit employee is fit to return with or without limitations.

**G. EXCESSIVE USE OR ABUSE OF SICK LEAVE**

1. A unit employee shall be subject to disciplinary action for excessive or abuse of sick leave or abuse of sick leave. Abuse of such leave is a claim of entitlement of sick leave when the unit employee does not meet the requirements of sick leave as set forth in this MOU, Civil Service Rules and Regulations, or Personnel or Department Rules.
2. Abuse of Sick Leave shall be considered any unit employee using ten (10) or more Sick Day Leave days in a calendar year and no physician statement was obtained to verify said Sick Leave Time.
3. Sick Leave taken for Personal Leave, California Family Sick Leave, or any sick leave permitted by law shall not be included as Abuse of Sick Leave.
4. If any Annual Sick Time accrual or Sick Leave Bank accrual is taken in violation of the City's Rules and Regulations, then a deduction of said Sick Leave time taken shall be made from the unit employee's earned vacation credits, holiday bank, and/or compensatory time bank.

**IV. PERSONAL BUSINESS LEAVE**

**A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR**

Up to two (2) working days per calendar year of Sick Leave Time Accrual with pay may be used by each unit employee for personal business days as part of the unit employee's accrual.

**B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE**

1. In order to be compensated while absent on Personal Business Leave, the unit employee must notify his/her department head or designee at least twenty-four (24) hours in advance; provided that such notice shall not be required in an emergency situation.
2. However, the unit employee shall notify his/her department head or immediate supervisor within thirty (30) minutes after the beginning of his/her shift.
3. All Personal Business Leave requires the department head or designee's approval.

**C. LIMITATIONS**

1. Personal Business Leave shall be charged to the unit employee in even two (2) hour Sick Leave increments or more.
2. Personal Business Leave shall be deducted from the unit employee's annual sick leave accrual.
3. Any unused sick leave, including Personal Business Leave shall be compensated in accordance with the City's Annual accumulated unused sick leave buy-back program.
4. Personal Business Leave shall not be used for vacation or any other leave.

**V. WORK RELATED DISABILITY**

**A. POLICY**

1. If an industrial injury causes temporary disability to a unit employee, payment shall be made on the fourth (4<sup>th</sup>) day after the injured unit employee leaves work as a result of the injury; provided, that in case the injury causes disability of more than fourteen (14) calendar days or necessitates hospitalization, the disability payment shall be made from the first (1<sup>st</sup>) day the injured unit employee leaves work or is hospitalized as a result of the injury.
2. The City shall pay up to thirty (30) calendar days of the eligible unit employee full salary (regular rate of pay).
3. The City may continue to provide a light-duty assignment when available and when a treating physician's release for such an assignment is obtained.

**B. USE OF SICK LEAVE**

Beginning with the thirty-first (31) calendar day of such disability, the unit employee may use all accumulated leave time benefits (Sick Leave, Compensatory Time Off, Holiday, Vacation, etc.) with any Workers' Compensation Temporary Disability or Permanent Disability payments to augment their full salary.

**VI. SICK LEAVE WITHOUT PAY**

**A. POLICY**

Whenever an unit employee must take sick leave, but does not have any annual sick time accrual or sick time accrual bank credit accumulated for such sick leave because he or she has not yet earned any credit for such sick leave or has exhausted such credits through the use of sick accrual or long term disability accrual, such unit employee shall be allowed a sick leave, without pay, upon approval of the City Manager.

**B. LIMITATIONS**

1. Use of Sick Leave, in combination with annual sick leave accrual or sick leave bank accrual, shall not extend beyond one year. Unit employees shall retain all rights and privileges granted unit employees on a regular sick leave, except for compensation and except that they shall not accumulate holidays, vacations or annual sick day accrual or sick leave bank accrual while on unpaid leave.
2. Such unit employee shall return to the same step and range currently assigned to such former position.

**VII. TEMPORARY MODIFIED WORK**

**A. ELIGIBILITY**

Any unit employee who is temporarily incapable of performing his/her normal assigned duties because of an illness or injury may request assignment or be required by his/her department supervisor to participate in the temporary modified work program.

**B. LIMITATIONS**

Participation in the program is limited to unit employee who shall not:

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
3. Be in a Vocational Rehabilitation Plan approved by the City.

**C. APPLICATION AND ACCEPTANCE**

Application for the Temporary Modified Work shall be in writing by the unit employee when consideration is requested for the work program and by written direction when the department head requires the employee to participate. The department head shall make a determination of admission to the program based upon such factors as:

## ARTICLE FIVE

1. The attending physician's release to temporary modified work program;
2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

### D. OUTSIDE EMPLOYMENT

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

### E. FINAL DECISION

The department head shall make the final decision based upon stated criteria, and the affected unit employee shall be notified in writing.

## VIII. BEREAVEMENT LEAVE

### A. POLICY

The City's bereavement policy is provided for in the case of death within the immediate family of a unit employee, such unit employee shall be entitled to be absent from duty with pay at the unit employee's regular rate of pay in order to attend the funeral or memorial services or related bereavement purposes for their immediate family. Said bereavement leave shall not exceed three (3) working days and will not be charged to a employee's sick day accrual or sick leave bank, vacation bank or any other employee time bank.

### B. IMMEDIATE FAMILY

For the purpose of this section, immediate family means father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, stepchild, grandfather, grandmother, or grandchild, legal domestic partner, or other individual whose relationship to the employee is that of a legal dependent.

### C. VERIFICATION

1. The City may require verification of the death of the immediate family.
2. Verification may include any printed records or notice of death (i.e. newspaper obituary notice, mortuary leaflet, etc.)

**IX. JURY DUTY**

**A. POLICY**

1. A unit employee summoned to active jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay for up to eighty (80) hours in a calendar year.
2. However, the unit employee must remit to the City within fifteen (15) days after receipt, all fees received for said Jury Duty, except those specifically allowed for mileage and expense.
3. Jury service required on a unit employee's off duty day is not compensable by the City, and the unit employee may retain jury compensation for such days.
4. Jury time shall not be considered work time and does not count toward hours worked for the calculation of overtime.
5. Unit employees shall be responsible for providing proof of jury service upon his/her return to work.

**X. MILITARY LEAVE**

**A. POLICY**

The provisions of the Military and Veterans Code of the State of California, as amended along with applicable Federal and Municipal Law and City policies shall govern military leave of City employees.

**B. COMPENSATION**

Except as set forth in this section, all unit employees entitled to military leave shall receive full pay and benefits to a maximum of thirty (30) calendar days per fiscal year of active duty but the City shall have the opportunity, within the limits of military regulations, to determine when such leave shall be taken.

**C. EXTENDED BENEFITS – WAR ON TERRORISM**

1. The City Council has authorized for unit employees in the military service assigned to the war on terrorism, shall receive extended military leave benefits and receive additional pay on the thirty-first (31<sup>st</sup>) calendar day of active military duty through one-hundred and twenty (120) calendar days.
2. The eligible unit employee must remit proof of their military pay to the city received between the thirty-first (31<sup>st</sup>) calendar day of active military duty through the one-hundred and twenty (120) calendar days in order to receive the extended salary as set forth in this section.

**XI. MILITARY FAMILY LEAVE**

**A. POLICY**

The Federal Family Medical Leave Act, as amended, provides for Military Family Leave as set forth in this section.

**B. NEW QUALIFYING REASON FOR LEAVE**

Eligible unit employees are entitled to up to twelve (12) weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the unit employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

**C. NEW UNPAID LEAVE ENTITLEMENT**

An eligible unit employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period to care for the service member.

**XII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)**

**A. PURPOSE**

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted.
2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Human Resources Division.
3. Unit employees and department heads must contact Human Resources Division to verify current provisions and requirements.
4. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

**B. ELIGIBILITY FOR FMLA AND CFRA**

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence (FMLA) for:
  - The birth of a child of the employee;
  - Disability due to pregnancy – FMLA only;
  - The placement of a child with an employee in connection with the adoption or foster care of that employee;
  - The care of the employee's child with a serious health condition;
  - The care of a spouse or parent with a serious health condition; or
  - The employee's own serious health condition.
2. Such leave rights apply to all employees with twelve (12) months or more service with the City prior to the leave request who have worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

**C. EMPLOYEE RIGHTS UNDER FMLA**

1. The maximum amount of leave shall be twelve (12) weeks in a twelve (12) month period.
2. The twelve (12) month period is rolling, and is measured backward from the date leave is used and continuous with each additional leave day taken.
3. Leave may be taken as days off, or intermittent or modified work schedules.
4. The unit employee is guaranteed a return to his/her position at the end of approved leave.
5. During the twelve (12) work week FMLA period, the City shall maintain the employee's medical, dental, and life insurance.

**D. APPROVAL PROCESS FOR FMLA**

1. Unit employees must give thirty (30) days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the unit employee must give notice as soon as possible but in any event no later than five (5) working days from learning of the need for FMLA leave.
2. Verification by the attending physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.
3. The Human Resources Department shall determine if the leave qualifies under the Family and Medical leave laws, and may determine the commencement date.

**E. PRIVACY UNDER FMLA**

For privacy reasons, the City may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the unit employee's own illness or condition with the health care provider's certification of the need for the leave.

**F. USE OF ACCRUALS WHILE ON FMLA**

1. The unit employee shall be required to use sick leave for any FMLA illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.
2. FMLA shall run concurrently with Pregnancy Disability Leave.

**G. EXPIRATION OF FMLA**

Upon expiration of FMLA, if the unit employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums.

**XIII. PREGNANCY DISABILITY LEAVE (PDL)**

1. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment Housing Act (FEHA).
2. Such leave shall be granted for disability of the unit employee determined by a physician, for the duration of such disability, provided, however, that the cumulative unpaid leave for disability and non-disability reasons shall not exceed one (1) year.
3. Pregnancy Disability Leave without pay shall not be granted until all accrued sick leave bank time has been exhausted.
4. Unit employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

**XIV. VOTING LEAVE**

1. Unit employees shall be permitted to leave to vote as required by California Elections Code Section 14350-14352, as amended, if the unit employee cannot otherwise get to the polling place during non-working hours.
2. Up to two (2) hours of leave with pay may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.
3. Unit employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
4. Any unit employee who does not utilize this voting leave privilege shall not thereby become eligible for any overtime compensation for any time taken to vote.

**XV. SCHOOL ACTIVITY LEAVE**

**A. POLICY**

1. Pursuant to California Labor Code Sections 230.7 and 230.8, as amended, unit employees who are parents of school-age children shall be allowed School Activity Leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conference, disciplinary matters, school programs and related events with their children.
2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month.
3. This limit shall not apply when a unit employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.

**B. LIMITATIONS/RIGHTS**

1. Unit employees must give reasonable advance notice to the employer to permit work coverage, and may be required to provide documentation from the school that the unit employee participated in the activity on the specific date and time.
2. Leave properly requested in advance shall not be denied.

**ARTICLE FIVE**

3. Unit employees may take accrued leave with pay (vacation, compensatory time, or floating holiday) for School Activity Leave purposes.

**XVI. LEAVE OF ABSENCE WITHOUT PAY**

**A. POLICY**

1. Upon written request, the City Manager may, in its discretion and upon recommendation of the department head, grant a leave of absence to any unit employee who has been employed by the City regularly for one (1) year or more.
2. Any such unit employee, with the approval of the City Manager or department head, may return prior to the time fixed for the expiration of such leave.

**B. LIMITATIONS**

In no event shall the City Manager grant a leave of absence contrary to Civil Service Rules and Regulations.

**XVII. ABSENCE WITHOUT PAY**

**A. POLICY**

Failure of a unit employee to report for duty on a normal working day or shift without notice to his/her department head of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the work day shall constitute absence without leave and without pay.

**B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION**

1. A unit employee absent without authorization for three (3) or more consecutive work days and who fails to contact his/her department head to provide justification for the absence and whose absence will cause disruption of any City services, shall be considered to have abandoned his/her position and resigned from City employment as of the third (3<sup>rd</sup>) day of absence.
2. The unit employee shall be notified by their department head that the City considers him/her to be absent without leave, and that, under this section, a termination of employment will be processed.
3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules & Regulations.
4. The unit employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to the department head prior to the end of the notification period.

**XVIII. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE**

In the event a unit employee's services are terminated as a result of death the payment of eligible accumulated unused vacation leave, sick leave and compensatory time off, if any, shall be made to the employee's spouse or estate. If there is a questions of doubt as to the appropriate person(s) entitled thereto, the beneficiary of record for the California Public Employees' Retirement System shall be determining, with the approval of the City Attorney.

**ARTICLE SIX:**  
**WORKING CONDITIONS**

**I. AMERICANS WITH DISABILITIES ACT (ADA)**

**A. ACCOMODATIONS**

1. The HPGEA recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans With Disabilities Act (ADA).
2. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement.
3. In such cases, the parties agree that such accommodation shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

**B. ADA COMPLIANCE**

1. The HPGEA recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality.
2. Specifics of an individual case may not be divulged by the City or HPGEA

**C. ACTIONS TAKEN NOT GRIEVABLE**

Actions taken by the City under Section I, shall not be subject to the grievance procedure.

**II. NOTICE OF LAYOFFS**

Unit employees subject to layoff in accordance with the established layoff procedures of the Civil Service Rules & Regulations shall be provided fourteen (14) days advance notice prior to the layoff being effective.

**III. WORK PERFORMANCE**

Every unit employee shall do an honest day of work commensurate with their skill, ability and training. Unit employees who are not meeting these standards, as

## ARTICLE SIX

determined by management will be subject to disciplinary action. All disciplinary action will be subject to grievance procedure as outlined in the City's Civil Service Rules and Regulations.

### IV. RESIGNATION

A unit employee wishing to leave the City in good standing shall file with the appropriate department head, a written notice stating the effective date and reasons for leaving at least two (2) weeks in advance of his or her resignation. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Office. Failure to give notice may be the cause for denying future employment by the City.

### V. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK

#### A. NON-PAY STATUS

Should a unit employee become incarcerated and held in any jail custody and not be able to come to work to perform his/her job assigned work schedule and duties shall be placed on unpaid – unable to report to work status until they return to work as assigned.

#### B. USE OF ACCUMULATED LEAVE

Unit employees who are incarcerated and unable to report to their work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any of the unpaid work time due to their incarceration.

#### C. NO USE OF SICK LEAVE

No unit employee may use any of their accumulated sick time to cover any unpaid time due to their incarceration.

### VI. CITY DRESS CODE

#### A. RIGHT TO SET DRESS CODE

The City reserves the right to establish and regulate a Work Place Dress Code for all unit employees.

#### B. MEET AND REVIEW NEW DRESS CODE

The City agrees to meet first with HPGEA to review Dress Code. After meeting with HPGEA nothing shall prevent City from implementing and enforcing said

## ARTICLE SIX

City Dress Code providing however, the City shall be responsible for employee costs associated with mandated changes in required uniforms.

### C. POLICE DEPARTMENT UNIT EMPLOYEES

Unit employees assigned to work in the Police Department shall abide by the Police Personnel appearance and grooming standards as set forth by Police management.

## VII. CITY ADMINISTRATIVE POLICIES

### A. POLICIES

The City has a number of city Administrative Policies covering a wide range of subjects which address important City and work related issues. These policies are in full force and effect and they may or may not be addressed specifically in this MOU.

### B. SUBJECTS

Those Administrative Policies which currently are being utilized by the City include but are not limited to:

- Donation of Leave Time Program
- Nepotism Policy
- Travel & Expense Reimbursement Policy
- Smoking Regulations at City Facilities
- Prohibiting Discrimination or Harassment of City Employees
- Disability Discrimination Policy and Complaint Procedure
- Outside Employment Policy
- Information Technology Equipment Policy
- Mobile Communications Device Policy
- AQMD Trip Incentive Program (City Hall/PD only)
- Alcohol and Drug Testing Requirements for Commercial Class A or B Motor Vehicle Drivers (applicable to Public Works Department only)

### C. ADDITIONAL ADMINISTRATIVE POLICIES

Additional City Administrative Policies may be implemented in the future as set forth in the Management Rights Clause in Article One, Section XII.

**ARTICLE SEVEN:**

**GRIEVANCE PROCEDURE**

**A. PURPOSE**

In accordance with the Civil Service Rules, the purpose of the grievance procedure is to provide adequate opportunity for City employees to bring forth their views and concerns relating to any alleged unfair or improper aspect of their employment situations and to seek corrective action

**B. SCOPE AND LIMITATIONS**

The grievance procedures as set forth in the following shall apply to all employee grievances except where other methods have been specifically prescribed in the Civil Service Rules or in this MOU.

**C. PROCEDURE**

**1. 1<sup>ST</sup> STEP INFORMAL - VERBAL**

In any instance of grievance, the employee or employees concerned shall first verbally make efforts to resolve such grievance with their immediate supervisor.

**2. 2<sup>ND</sup> STEP – FORMAL WRITTEN**

- a) In the event such verbal efforts with their immediate supervisor are not productive to a mutually satisfactory resolution, the aggrieved employee or employees may present their complaint in writing.
- b) Said complaint shall set forth all the issues involved, and it shall be free from any charges or language not germane to the real issue involved.
- c) The written grievance complaint shall be signed by the employee or employees and shall be submitted to the employee's immediate supervisor. The supervisor shall promptly forward the written grievance to the Department Head.
- d) The Department Head will make such investigation of the facts and issues as he/she deems necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with the conduct of the department's business.

## ARTICLE SEVEN

- e) Upon reaching such conclusion, but in no event later than five (5) working days following his/her receipt of the grievance statement, the Department Head shall reply to the grievance in writing, stating the department head's findings and decision on the issue(s) involved.
- f) A copy of such written reply shall be transmitted to the employee by the Department Head.

### 3. 3<sup>rd</sup> STEP – APPEAL TO PERSONNEL OFFICER (CITY MANAGER)

- a) If the employee wishes to appeal the grievance further he/she shall within two (2) working days of the receipt of the Department Head's written reply, so notify the Department Head of their request to appeal their grievance to the City's Personnel Officer.
- b) The Department Head shall then notify the Personnel Officer of such appeal and shall submit the original written grievance complaint together with the written decision of the Department Head to the Personnel Officer.
- c) The Personnel Officer shall then promptly arrange a grievance meeting with the aggrieved employee, the Department Head, and him or herself. At such meeting(s) discussion shall be limited to the issues raised in the grievance complaint and an earnest effort shall be made to arrive at a satisfactory resolution of the issue(s).
- d) A record of notes shall be made of the substance of the issues and conclusions of the meeting as the Personnel Officer deems necessary.
- e) The conclusions and finding of the grievance meeting shall be reduced to writing and will be provided to the grieved party and Department Head and shall be final except in cases as set forth in Section 4 below.

### 4. APPEAL TO THE CIVIL SERVICE COMMISSION

- a) Only in such cases, which involve the alleged violation of the Civil Service Rules, the Classifications in the Salary Resolution or City's Personnel Rules, including: (1) job classification, (2) conduct, scoring or recording of examinations, (3) employee performance evaluation for permanent employees, (4) dismissals, suspension or demotions, subject to the special rules thereon, (5) reduction in salary not provided for by resolution of the City Council, (6) re-employment rights, and (7) layoff action (subject to the special rules

## ARTICLE SEVEN

thereon), the employee may within two (2) working days after receiving the notice of the Personnel Officer's decision, submit written notification to the Personnel Officer requesting the submission of the grievance issue to the Civil Service Commission, stating specifically the paragraphs and subparagraphs of the Civil Service Rules, The City's Personnel Rules which he/she alleges are being violated.

### 5. CIVIL SERVICE COMMISSION REVIEW

- a) The Personnel Officer shall then submit said written request, together with copies of all pertinent forms, documents, and materials, to the Civil Service Commission and the Commission shall review all such evidence and information as it relates to the specific grievance alleged by the employee.
- b) The Commission may then at its discretion make such investigations and hold such hearing as it requires and shall make its findings and decision on said grievance set forth in the Civil Service Rules.

**ARTICLE EIGHT:**

**GENERAL PROVISIONS**

**I. TERM OF MEMORANDUM OF UNDERSTANDING**

This MOU shall be effective January 1, 2016 and together with all the terms, conditions and effect thereof, shall expire as of midnight on December 31, 2018.

**II. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Huntington Park General Employees' Association (HPGEA) shall have the right to meet with the City regarding the impact on unit employees of this suspension of these provisions in this Memorandum of Understanding.

**III. SEVERABILITY PROVISION**

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be illegal, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the HPGEA agree to replace such illegal, unenforceable article, section, subsection, subdivision, sentence, clause, phrase, or provision, with another of equivalent value, if any.

**IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY**

1. Reference is made in this MOU to certain Civil Service Rules and Regulations, Personnel Rules and Regulations, and City's Policy statements. Nothing in this MOU shall preclude the City from amending the Civil Service Rules and Regulations, Personnel Rules and Regulations, and City policies as needed.
2. The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules and Regulations,

## ARTICLE EIGHT

Personnel Rules and Regulations, Ordinances, Resolutions or any Policy Statements in effect prior to the date of this MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts with the City's Civil Service Rules and Regulations, Personnel Rules and Regulations, and City Policy Statements shall be considered to have been superseded by this MOU.

### V. FULL AGREEMENT AND IMPLEMENTATION

#### A. FULL AGREEMENT – WAIVER OF MEET AND CONFER

1. This MOU contains all of the covenants, stipulations, and provisions, agreed upon by the parties.
2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
3. For the purpose of the MOU neither party shall be compelled to meet with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as provided for in this MOU or by mutual agreement of the parties.
4. Each party acknowledges that they had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically provided for in this MOU or required by law.

### VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

#### A. NO STRIKES/JOB ACTION

HPGEA hereby agrees that during the term of this MOU the unit employees of the City as set forth in this MOU and officers and/or agents of the recognized unit employee organization shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences of the work of the City except as permitted by law.

**B. ASSOCIATION RESPONSIBILITY**

In the event that HPGEA, its officers, agents, representatives or employees engage in any of the conduct listed above, HPGEA shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

**C. CITY RIGHTS**

If such action is not taken by the HPGEA, the City may suspend any and all of the rights and privileges accorded the HPGEA under any ordinance, resolutions, or rules and regulations of the City or any MOU with the City, including but not limited to the suspension of recognition of such unit employee organization and the use of the City's bulletin boards and facilities.

**VII. JOINT LABOR MANAGEMENT WORK GROUP**

There shall be a Labor/Management Work Group comprised of five (5) bargaining unit employees and three (3) representatives designated to represent the Employer. The term of each member of the Labor Work Group is one year. The method of selection of membership shall be determined by each party. The Work Group shall meet quarterly during work hours.

The agenda, areas of concern, and operating structure for the Work Group shall be determined by the Work Group. However, the Work Group shall not discuss grievances, individual personnel decisions, modifications to the Agreement, or other items historically negotiated between the Employer and the Union.

The Work Group shall function in an advisory capacity to the organization. The Work Group's purpose shall be to foster improved communication between the Employer and its employees and discuss matters of mutual concern to the Employer and its employees.

The meetings shall be attended only by Work Group members, unless the Work Group members mutually agree otherwise. This provision shall not be construed as limiting the Employer's rights to seek or obtain input on matters in other ways.

**VIII. ONE CITY AGREEMENT**

If any other recognized bargaining unit employed by the City shall receive salary increases more favorable than included in this MOU, GEA bargaining unit members shall receive the higher amounts. This provision does not apply to existing stipends, allowances, longevity bonuses, other benefits or increases to those benefits, strictly to salary increases.

The value of a salary increase is defined by any combination of the following:

1. City payment of all or a portion of the employee portion of the PERS contribution or EPMC.
2. Additional salary steps added to the existing Salary Schedule.
3. Retention or increase of COLA In-Lieu Leave days/hours.
4. Cost of Living Adjustments (COLA increases).

ARTICLE NINE:

RATIFICATION

I. **RATIFICATION**

A. **ACKNOWLEDGEMENT**

The City and the HPGEA acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by simple majority vote of unit employees who are in classifications represented by HPGEA set forth in this agreement and adopted by the City Council of the City of Huntington Park.

B. **MUTUAL RECOMMENDATION**

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other term and conditions of employment for unit employees represented by the HPGEA.

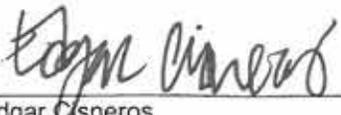
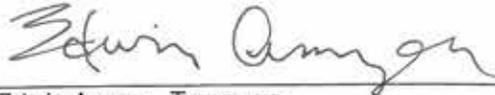
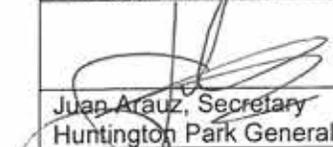
C. **RATIFIED – PENDING CITY COUNCIL APPROVAL**

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval to the City Council by the authorized representatives of the City of Huntington Park and the Huntington Park General Employees' Association, entered into this 25<sup>th</sup> day of January, 2016.

2<sup>ND</sup> FEBRUARY  
MR [Signature]

**ARTICLE TEN:**  
**IMPLEMENTATION**

**IMPLEMENTATION**

PARTIES TO THE AGREEMENT	
Huntington Park General Employees' Association, AFSCME Local 1769, AFL-CIO	City of Huntington Park, California
	
Marlo Rivas, President Huntington Park General Employees' Association	Edgar Cisneros, City Manager
	
Catalina Peraza, Vice-President Huntington Park General Employees' Association	
	
Edwin Aragon, Treasurer Huntington Park General Employees' Association	
	
Juan Arauz, Secretary Huntington Park General Employees' Association	
	
Raul Arias, Executive Board Huntington Park General Employees' Association	
	
Gary Guthman, Union Representative, AFSCME District Council 36	

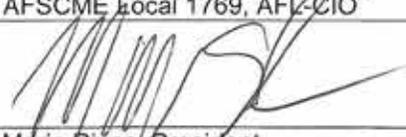
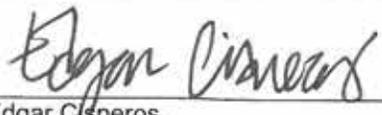
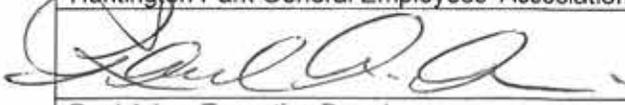
**ARTICLE ELEVEN:**

**EXECUTION OF NEW AGREEMENT**

**EXECUTION OF NEW AGREEMENT**

This MOU has been approved by a vote of the City Council of the City of Huntington Park. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have cause this agreement to be executed this 4 day of FEB, 2016.

PARTIES TO THE AGREEMENT	
Huntington Park General Employees' Association, AFSCME local 1769, AFL-CIO	City of Huntington Park, California
	
Mario Rivas, President Huntington Park General Employees' Association	Edgar Cisneros, City Manager
	
Catalina Reza, Vice-President Huntington Park General Employees' Association	
	
Edwin Aragon, Treasurer Huntington Park General Employees' Association	
	
Juan Arauz, Secretary Huntington Park General Employees' Association	
	
Raul Arias, Executive Board Huntington Park General Employees' Association	
	
Gary Guthman, Union Representative, AFSCME District Council 36	

**CITY OF HUNTINGTON PARK  
GENERAL EMPLOYEES' ASSOCIATION  
UNIT CLASSIFICATIONS**

Accountant
Accounting Technician
Administrative Secretary
Animal Enforcement Officer
Assistant Planner
Associate Planner
Budget Analyst
Building Inspector
Business License Enforcement Officer
Code Enforcement Officer
Code Enforcement Supervisor
Development Project Coordinator
Equipment Mechanic
Equipment Mechanic Supervisor (Equipment Mechanic Leader)
Facility Repair Specialist (Facility Repair Mechanic)
Finance Assistant I (Account Clerk I/Cashier)
Finance Assistant II (Account Clerk II)
Finance Technician
Housing Community Development Assistant
Journeyman Electrician
Maintenance Electrician Supervisor (Maintenance Electrician Leader)
Maintenance Worker
Neighborhood Improvement Coordinator
Office Assistant (Clerk-Typist)
Office Assistant II
Parks/Public Works Maintenance Supervisor
Permit Technician
Police Records Clerk
Police Records Coordinator
Property Rehabilitation Specialist
Records/Imaging Clerk
Recycling Coordinator
Secretary
Senior Accountant
Senior Planner
Service Mechanic
Staff Analyst - Field Services
Staff Analyst - Police Department
Storekeeper
Switchboard Operator/Clerk

**CITY OF HUNTINGTON PARK**  
**GENERAL EMPLOYEES' ASSOCIATION**  
**SALARY SCHEDULE "A"**  
as of 12/21/15

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
General Laborer	107	2926	3080	3242	3412	3592
Switchboard Operator/Clerk*	107	2926	3080	3242	3412	3592
Office Assistant (Clerk-Typist)*	107.5	2940	3095	3258	3430	3610
Office Assistant II*	112.5	3090	3253	3424	3604	3794
Records/Imaging Clerk*	108.5	2970	3126	3291	3464	3646
Finance Assistant I (Account Clerk I/Cashier)*	117	3232	3402	3581	3770	3968
Business License Technician*	117	3232	3402	3581	3770	3968
Police Records Clerk*	119	3297	3471	3653	3846	4048
Finance Assistant II (Account Clerk II)*	122	3396	3575	3763	3962	4170
Storekeeper*	123	3431	3611	3801	4001	4212
Animal Enforcement Officer*	126	3535	3721	3917	4123	4340
Maintenance Worker	129	3642	3833	4035	4247	4471
Police Records Coordinator*	129	3642	3833	4035	4247	4471
Parking Meter Service Technician	130	3678	3872	4076	4290	4516
Service Mechanic*	130	3678	3872	4076	4290	4516
Secretary*	132	3752	3950	4158	4377	4607
<i>Shorthand Skills</i>	142	4145	4363	4593	4835	5089
Permit Technician*	134	3827	4029	4241	4464	4699
Facility Repair Specialist (Facility Repair Mechanic)*	135	3866	4069	4283	4509	4746
Administrative Secretary*	137	3944	4151	4370	4600	4842
Accounting Technician*	143	4187	4407	4639	4883	5140
Equipment Mechanic*	143	4187	4407	4639	4883	5140
Finance Technician*	143	4187	4407	4639	4883	5140
Business License Enforcement Officer*	149	4444	4678	4924	5183	5456
Code Enforcement Officer*	149	4444	4678	4924	5183	5456

Accountant*	157	4812	5065	5332	5613	5908
Assistant Planner*	157	4812	5065	5332	5613	5908
Development Project Coordinator*	157	4812	5065	5332	5613	5908
Housing & Community Development Assistant*	157	4812	5065	5332	5613	5908
Neighborhood Improvement Coordinator*	157	4812	5065	5332	5613	5908
Property Rehabilitation Specialist*	157	4812	5065	5332	5613	5908
Recycling Coordinator*	157	4812	5065	5332	5613	5908
Staff Analyst - Police Department*	157	4812	5065	5332	5613	5908
Journeyman Electrician	158	4860	5116	5385	5669	5967
Code Enforcement Supervisor*	159	4909	5167	5439	5726	6027
Building Inspector*	165	5210	5485	5773	6077	6397
Senior Accountant*	165	5210	5485	5773	6077	6397
Parks & Trees Supervisor*	166	5263	5539	5831	6138	6461
Associate Planner*	168	5368	5651	5948	6261	6591
Public Works Maintenance Supervisor*	168	5368	5651	5948	6261	6591
Staff Analyst - Field Services*	168	5368	5651	5948	6261	6591
Budget Analyst*	173	5642	5939	6252	6581	6927
Equipment Mechanic Supervisor*	174	5699	5999	6315	6647	6997
Electrical Supervisor*	175	5756	6059	6378	6714	7067
Senior Planner*	178	5930	6243	6571	6917	7281

\*eligible for Spanish Pay

**CITY OF HUNTINGTON PARK  
GENERAL EMPLOYEES' ASSOCIATION  
SALARY SCHEDULE "A"**

Effective first day of pay period which includes 1/1/17

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
General Laborer	111	3045	3205	3374	3551	3738
Switchboard Operator/Clerk*	111	3045	3205	3374	3551	3738
Office Assistant (Clerk-Typist)*	111.5	3060	3221	3391	3569	3757
Office Assistant II*	116.5	3216	3385	3563	3751	3948
Records/Imaging Clerk*	112.5	3090	3253	3424	3604	3794
Finance Assistant I (Account Clerk I/Cashier)*	121	3363	3540	3726	3923	4129
Business License Technician*	121	3363	3540	3726	3923	4129
Police Records Clerk*	123	3431	3611	3801	4001	4212
Finance Assistant II (Account Clerk II)*	126	3535	3721	3917	4123	4340
Storekeeper*	127	3570	3758	3956	4164	4383
Animal Enforcement Officer*	130	3678	3872	4076	4290	4516
Maintenance Worker	133	3790	3989	4199	4420	4653
Police Records Coordinator*	133	3790	3989	4199	4420	4653
Parking Meter Service Technician	134	3827	4029	4241	4464	4699
Service Mechanic*	134	3827	4029	4241	4464	4699
Secretary*	136	3905	4110	4327	4554	4794
<i>Shorthand Skills</i>	146	4313	4540	4779	5030	5295
Permit Technician*	138	3983	4193	4413	4646	4890
Facility Repair Specialist (Facility Repair Mechanic)*	139	4023	4235	4457	4692	4939
Administrative Secretary*	141	4103	4319	4547	4786	5038
Accounting Technician*	147	4356	4585	4827	5081	5348
Equipment Mechanic*	147	4356	4585	4827	5081	5348
Finance Technician*	147	4356	4585	4827	5081	5348
Business License Enforcement Officer*	153	4624	4867	5123	5393	5677
Code Enforcement Officer*	153	4624	4867	5123	5393	5677

Accountant*	161	5008	5271	5549	5841	6148
Assistant Planner*	161	5008	5271	5549	5841	6148
Development Project Coordinator*	161	5008	5271	5549	5841	6148
Housing & Community Development Assistant*	161	5008	5271	5549	5841	6148
Neighborhood Improvement Coordinator*	161	5008	5271	5549	5841	6148
Property Rehabilitation Specialist*	161	5008	5271	5549	5841	6148
Recycling Coordinator*	161	5008	5271	5549	5841	6148
Staff Analyst - Police Department*	161	5008	5271	5549	5841	6148
Journeyman Electrician	162	5057	5323	5604	5899	6209
Code Enforcement Supervisor*	163	5108	5377	5660	5957	6271
Building Inspector*	169	5422	5708	6008	6324	6657
Senior Accountant*	169	5422	5708	6008	6324	6657
Parks & Trees Supervisor*	170	5477	5765	6068	6388	6724
Associate Planner*	172	5587	5881	6190	6516	6859
Public Works Maintenance Supervisor*	172	5587	5881	6190	6516	6859
Staff Analyst - Field Services*	172	5587	5881	6190	6516	6859
Budget Analyst*	177	5872	6181	6506	6849	7209
Equipment Mechanic Supervisor*	178	5930	6243	6571	6917	7281
Electrical Supervisor*	179	5990	6305	6637	6986	7354
Senior Planner*	182	6171	6495	6837	7197	7576

\*eligible for Spanish Pay

**CITY OF HUNTINGTON PARK  
GENERAL EMPLOYEES' ASSOCIATION  
SALARY SCHEDULE "A"**

Effective first day of pay period which includes 1/1/18

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
General Laborer	115	3168	3335	3511	3696	3890
Switchboard Operator/Clerk*	115	3168	3335	3511	3696	3890
Office Assistant (Clerk-Typist)*	115.5	3216	3385	3563	3751	3948
Office Assistant II*	120.5	3347	3523	3708	3904	4109
Records/Imaging Clerk*	116.5	3216	3385	3563	3751	3948
Finance Assistant I (Account Clerk I/Cashier)*	125	3500	3684	3878	4082	4297
Business License Technician*	125	3500	3684	3878	4082	4297
Police Records Clerk*	127	3570	3758	3956	4164	4383
Finance Assistant II (Account Clerk II)*	130	3678	3872	4076	4290	4516
Storekeeper*	131	3715	3910	4116	4333	4561
Animal Enforcement Officer*	134	3827	4029	4241	4464	4699
Maintenance Worker	137	3944	4151	4370	4600	4842
Police Records Coordinator*	137	3944	4151	4370	4600	4842
Parking Meter Service Technician	138	3983	4193	4413	4646	4890
Service Mechanic*	138	3983	4193	4413	4646	4890
Secretary*	140	4063	4277	4502	4739	4988
<i>Shorthand Skills</i>	150	4488	4724	4973	5235	5510
Permit Technician*	142	4145	4363	4593	4835	5089
Facility Repair Specialist (Facility Repair Mechanic)*	143	4187	4407	4639	4883	5140
Administrative Secretary*	145	4270	4495	4732	4981	5243
Accounting Technician*	151	4534	4772	5023	5288	5566
Equipment Mechanic*	151	4534	4772	5023	5288	5566
Finance Technician*	151	4534	4772	5023	5288	5566
Business License Enforcement Officer*	157	4812	5065	5332	5613	5908
Code Enforcement Officer*	157	4812	5065	5332	5613	5908

Accountant*	165	5210	5485	5773	6077	6397
Assistant Planner*	165	5210	5485	5773	6077	6397
Development Project Coordinator*	165	5210	5485	5773	6077	6397
Housing & Community Development Assistant*	165	5210	5485	5773	6077	6397
Neighborhood Improvement Coordinator*	165	5210	5485	5773	6077	6397
Property Rehabilitation Specialist*	165	5210	5485	5773	6077	6397
Recycling Coordinator*	165	5210	5485	5773	6077	6397
Staff Analyst - Police Department*	165	5210	5485	5773	6077	6397
Journeyman Electrician	166	5263	5539	5831	6138	6461
Code Enforcement Supervisor*	167	5315	5595	5890	6200	6526
Building Inspector*	173	5642	5939	6252	6581	6927
Senior Accountant*	173	5642	5939	6252	6581	6927
Parks & Trees Supervisor*	174	5699	5999	6315	6647	6997
Associate Planner*	176	5813	6119	6441	6780	7137
Public Works Maintenance Supervisor*	176	5813	6119	6441	6780	7137
Staff Analyst - Field Services*	176	5813	6119	6441	6780	7137
Budget Analyst*	181	6110	6431	6770	7126	7501
Equipment Mechanic Supervisor*	182	6171	6495	6837	7197	7576
Electrical Supervisor*	183	6233	6561	6906	7269	7652
Senior Planner*	186	6422	6760	7115	7490	7884

\*eligible for Spanish Pay

**SALARY GRID**

Grade	1	2	3	4	5	Grade
Grid						Grid
270	14813	15593	16413	17277	18186	270
269	14666	15438	16251	17106	18006	269
268	14521	15285	16090	16937	17828	268
267	14377	15134	15931	16769	17652	267
266	14235	14984	15773	16603	17477	266
265	14094	14836	15617	16439	17304	265
264	13955	14689	15462	16276	17132	264
263	13816	14544	15309	16115	16963	263
262	13680	14400	15157	15955	16795	262
261	13544	14257	15007	15797	16629	261
260	13410	14116	14859	15641	16464	260
259	13277	13976	14712	15486	16301	259
258	13146	13838	14566	15333	16140	258
257	13016	13701	14422	15181	15980	257
256	12887	13565	14279	15030	15822	256
255	12759	13431	14138	14882	15665	255
254	12633	13298	13998	14734	15510	254
253	12508	13166	13859	14588	15356	253
252	12384	13036	13722	14444	15204	252
251	12261	12907	13586	14301	15054	251
250	12140	12779	13451	14159	14905	250
249	12020	12652	13318	14019	14757	249
248	11901	12527	13186	13880	14611	248
247	11783	12403	13056	13743	14466	247
246	11666	12280	12927	13607	14323	246
245	11551	12159	12799	13472	14181	245
244	11436	12038	12672	13339	14041	244
243	11323	11919	12546	13207	13902	243
242	11211	11801	12422	13076	13764	242
241	11100	11684	12299	12946	13628	241
240	10990	11569	12177	12818	13493	240
239	10881	11454	12057	12691	13359	239
238	10774	11341	11937	12566	13227	238
237	10667	11228	11819	12441	13096	237
236	10561	11117	11702	12318	12966	236
235	10457	11007	11586	12196	12838	235
234	10353	10898	11472	12075	12711	234
233	10251	10790	11358	11956	12585	233
232	10149	10683	11246	11837	12461	232
231	10049	10578	11134	11720	12337	231
230	9949	10473	11024	11604	12215	230
229	9851	10369	10915	11489	12094	229
228	9753	10266	10807	11376	11974	228
227	9657	10165	10700	11263	11856	227

226	9561	10064	10594	11151	11738	226
225	9466	9965	10489	11041	11622	225
224	9373	9866	10385	10932	11507	224
223	9280	9768	10282	10823	11393	223
222	9188	9671	10181	10716	11280	222
221	9097	9576	10080	10610	11169	221
220	9007	9481	9980	10505	11058	220
219	8918	9387	9881	10401	10949	219
218	8829	9294	9783	10298	10840	218
217	8742	9202	9686	10196	10733	217
216	8655	9111	9590	10095	10627	216
215	8570	9021	9496	9995	10521	215
214	8485	8931	9402	9896	10417	214
213	8401	8843	9308	9798	10314	213
212	8318	8755	9216	9701	10212	212
211	8235	8669	9125	9605	10111	211
210	8154	8583	9035	9510	10011	210
209	8073	8498	8945	9416	9912	209
208	7993	8414	8857	9323	9813	208
207	7914	8331	8769	9231	9716	207
206	7836	8248	8682	9139	9620	206
205	7758	8166	8596	9049	9525	205
204	7681	8086	8511	8959	9431	204
203	7605	8005	8427	8870	9337	203
202	7530	7926	8343	8783	9245	202
201	7455	7848	8261	8696	9153	201
200	7382	7770	8179	8609	9063	200
199	7308	7693	8098	8524	8973	199
198	7236	7617	8018	8440	8884	198
197	7164	7542	7938	8356	8796	197
196	7094	7467	7860	8274	8709	196
195	7023	7393	7782	8192	8623	195
194	6954	7320	7705	8110	8537	194
193	6885	7247	7629	8030	8453	193
192	6817	7175	7553	7951	8369	192
191	6749	7104	7478	7872	8286	191
190	6682	7034	7404	7794	8204	190
189	6616	6964	7331	7717	8123	189
188	6551	6896	7258	7640	8043	188
187	6486	6827	7187	7565	7963	187
186	6422	6760	7115	7490	7884	186
185	6358	6693	7045	7416	7806	185
184	6295	6626	6975	7342	7729	184
183	6233	6561	6906	7270	7652	183
182	6171	6496	6838	7198	7576	182
181	6110	6432	6770	7126	7501	181
180	6049	6368	6703	7056	7427	180

179	5990	6305	6637	6986	7354	179
178	5930	6242	6571	6917	7281	178
177	5872	6181	6506	6848	7209	177
176	5813	6119	6441	6781	7137	176
175	5756	6059	6378	6713	7067	175
174	5699	5999	6315	6647	6997	174
173	5642	5939	6252	6581	6927	173
172	5587	5881	6190	6516	6859	172
171	5531	5822	6129	6451	6791	171
170	5477	5765	6068	6388	6724	170
169	5422	5708	6008	6324	6657	169
168	5369	5651	5949	6262	6591	168
167	5315	5595	5890	6200	6526	167
166	5263	5540	5831	6138	6461	166
165	5211	5485	5774	6078	6397	165
164	5159	5431	5716	6017	6334	164
163	5108	5377	5660	5958	6271	163
162	5057	5324	5604	5899	6209	162
161	5007	5271	5548	5840	6148	161
160	4958	5219	5493	5783	6087	160
159	4909	5167	5439	5725	6027	159
158	4860	5116	5385	5669	5967	158
157	4812	5065	5332	5613	5908	157
156	4764	5015	5279	5557	5849	156
155	4717	4965	5227	5502	5791	155
154	4670	4916	5175	5447	5734	154
153	4624	4868	5124	5394	5677	153
152	4578	4819	5073	5340	5621	152
151	4533	4772	5023	5287	5566	151
150	4488	4724	4973	5235	5510	150
149	4444	4678	4924	5183	5456	149
148	4400	4631	4875	5132	5402	148
147	4356	4586	4827	5081	5348	147
146	4313	4540	4779	5031	5295	146
145	4270	4495	4732	4981	5243	145
144	4228	4451	4685	4931	5191	144
143	4186	4407	4639	4883	5140	143
142	4145	4363	4593	4834	5089	142
141	4104	4320	4547	4786	5038	141
140	4063	4277	4502	4739	4988	140
139	4023	4235	4458	4692	4939	139
138	3983	4193	4413	4646	4890	138
137	3944	4151	4370	4600	4842	137
136	3905	4110	4326	4554	4794	136
135	3866	4069	4284	4509	4746	135
134	3828	4029	4241	4464	4699	134
133	3790	3989	4199	4420	4653	133

132	3752	3950	4158	4376	4607	132
131	3715	3911	4116	4333	4561	131
130	3678	3872	4076	4290	4516	130
129	3642	3834	4035	4248	4471	129
128	3606	3796	3995	4206	4427	128
127	3570	3758	3956	4164	4383	127
126	3535	3721	3917	4123	4340	126
125	3500	3684	3878	4082	4297	125
124	3465	3648	3840	4042	4254	124
123	3431	3611	3801	4002	4212	123
122	3397	3576	3764	3962	4170	122
121	3363	3540	3727	3923	4129	121
120	3330	3505	3690	3884	4088	120
119	3297	3470	3653	3845	4048	119
118	3264	3436	3617	3807	4008	118
117	3232	3402	3581	3770	3968	117
116	3200	3368	3546	3732	3929	116
115	3168	3335	3511	3695	3890	115
114	3137	3302	3476	3659	3851	114
113	3106	3269	3441	3623	3813	113
112	3075	3237	3407	3587	3775	112
111	3045	3205	3374	3551	3738	111
110	3015	3173	3340	3516	3701	110
109	2985	3142	3307	3481	3664	109
108	2955	3111	3274	3447	3628	108
107	2926	3080	3242	3413	3592	107
106	2897	3049	3210	3379	3557	106
105	2868	3019	3178	3345	3521	105
104	2840	2989	3147	3312	3487	104
103	2812	2960	3115	3279	3452	103
102	2784	2930	3085	3247	3418	102
101	2756	2901	3054	3215	3384	101
100	2729	2873	3024	3183	3351	100
99	2702	2844	2994	3151	3317	99
98	2675	2816	2964	3120	3285	98
97	2649	2788	2935	3089	3252	97
96	2623	2761	2906	3059	3220	96
95	2597	2733	2877	3029	3188	95
94	2571	2706	2849	2999	3156	94
93	2545	2679	2820	2969	3125	93
92	2520	2653	2792	2939	3094	92
91	2495	2627	2765	2910	3064	91
90	2471	2601	2737	2882	3033	90
89	2446	2575	2710	2853	3003	89
88	2422	2549	2684	2825	2973	88
87	2398	2524	2657	2797	2944	87
86	2374	2499	2631	2769	2915	86

85	2351	2474	2605	2742	2886	85
84	2327	2450	2579	2715	2857	84
83	2304	2426	2553	2688	2829	83
82	2282	2402	2528	2661	2801	82
81	2259	2378	2503	2635	2773	81
80	2237	2354	2478	2609	2746	80
79	2214	2331	2454	2583	2719	79
78	2192	2308	2429	2557	2692	78
77	2171	2285	2405	2532	2665	77
76	2149	2262	2381	2507	2639	76
75	2128	2240	2358	2482	2613	75
74	2107	2218	2335	2457	2587	74
73	2086	2196	2311	2433	2561	73
72	2065	2174	2289	2409	2536	72
71	2045	2153	2266	2385	2511	71
70	2025	2131	2243	2362	2486	70
69	2005	2110	2221	2338	2461	69
68	1985	2089	2199	2315	2437	68
67	1965	2069	2177	2292	2413	67
66	1946	2048	2156	2269	2389	66
65	1926	2028	2135	2247	2365	65
64	1907	2008	2113	2225	2342	64
63	1889	1988	2093	2203	2319	63
62	1870	1968	2072	2181	2296	62
61	1851	1949	2051	2159	2273	61
60	1833	1929	2031	2138	2250	60
59	1815	1910	2011	2117	2228	59
58	1797	1891	1991	2096	2206	58
57	1779	1873	1971	2075	2184	57
56	1761	1854	1952	2054	2163	56
55	1744	1836	1932	2034	2141	55
54	1727	1818	1913	2014	2120	54
53	1710	1800	1894	1994	2099	53
52	1693	1782	1876	1974	2078	52
51	1676	1764	1857	1955	2058	51
50	1659	1747	1839	1935	2037	50
49	1643	1729	1820	1916	2017	49
48	1627	1712	1802	1897	1997	48
47	1611	1695	1785	1878	1977	47
46	1595	1679	1767	1860	1958	46
45	1579	1662	1749	1841	1938	45
44	1563	1645	1732	1823	1919	44
43	1548	1629	1715	1805	1900	43
42	1532	1613	1698	1787	1881	42
41	1517	1597	1681	1770	1863	41
40	1502	1581	1664	1752	1844	40
39	1487	1566	1648	1735	1826	39

38	1473	1550	1632	1718	1808	38
37	1458	1535	1616	1701	1790	37
36	1444	1520	1600	1684	1772	36
35	1429	1505	1584	1667	1755	35
34	1415	1490	1568	1651	1737	34
33	1401	1475	1552	1634	1720	33
32	1387	1460	1537	1618	1703	32
31	1374	1446	1522	1602	1686	31
30	1360	1431	1507	1586	1670	30
29	1346	1417	1492	1570	1653	29
28	1333	1403	1477	1555	1637	28
27	1320	1389	1463	1539	1621	27
26	1307	1376	1448	1524	1604	26
25	1294	1362	1434	1509	1589	25
24	1281	1349	1420	1494	1573	24
23	1268	1335	1405	1479	1557	23
22	1256	1322	1392	1465	1542	22
21	1243	1309	1378	1450	1527	21
20	1231	1296	1364	1436	1511	20
19	1219	1283	1351	1422	1497	19
18	1207	1270	1337	1408	1482	18
17	1195	1258	1324	1394	1467	17
16	1183	1245	1311	1380	1453	16
15	1171	1233	1298	1366	1438	15
<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>Grade</b>

Code	Grade Grid	A	B	C	D	E	Grade	Code
CM1						75		CM1
CM2						100		CM2
A99	99.5	2716	2858	3009	3167	3334	99.5	A99
03A	103.5	2826	2975	3131	3296	3469	103.5	03A
04A	104.5	2854	3004	3162	3329	3504	104.5	04A
05A	105.5	2883	3034	3194	3362	3539	105.5	05A
07A	107.5	2941	3095	3258	3430	3610	107.5	07A
08A	108.5	2970	3126	3291	3464	3646	108.5	08A
10A	110.5	3030	3189	3357	3534	3720	110.5	10A
11A	111.5	3060	3221	3390	3569	3757	111.5	11A
12A	112.5	3091	3253	3424	3605	3794	112.5	12A
15A	115.5	3184	3352	3528	3714	3909	115.5	15A
16A	116.5	3216	3385	3563	3751	3948	116.5	16A
20A	120.5	3347	3523	3708	3903	4109	120.5	20A
21A	121.5	3380	3558	3745	3942	4150	121.5	21A
25A	125.5	3517	3702	3897	4102	4318	125.5	25A
35A	135.5	3885	4090	4305	4532	4770	135.5	35A

41A	141.5	4124	4341	4570	4810	5064	141.5	41A
51A	151.5	4556	4796	5048	5314	5593	151.5	51A
52A	152.5	4601	4844	5098	5367	5649	152.5	52A
53A	153.5	4647	4892	5149	5420	5706	153.5	53A
67A	167.5	5342	5623	5919	6231	6559	167.5	67A
72A	172.5	5615	5910	6221	6549	6893	172.5	72A

17C	117.1	3235	3406	3585	3773	3972	117.1	17C
20C	120.1	3333	3509	3693	3888	4092	120.1	20C
25C	125.1	3503	3688	3882	4086	4301	125.1	25C
28C	128.1	3609	3799	3999	4210	4431	128.1	28C
37C	137.1	3948	4155	4374	4604	4847	137.1	37C
40C	140.1	4067	4281	4507	4744	4993	140.1	40C
41C	141.1	4108	4324	4552	4791	5043	141.1	41C
43C	143.1	4190	4411	4643	4888	5145	143.1	43C
44C	144.1	4232	4455	4690	4936	5196	144.1	44C
46C	146.1	4317	4545	4784	5036	5301	146.1	46C
49C	149.1	4448	4682	4929	5188	5461	149.1	49C
53C	153.1	4629	4873	5129	5399	5683	153.1	53C
56C	156.1	4769	5020	5284	5562	5855	156.1	56C
66C	166.1	5268	5545	5837	6144	6468	166.1	66C
69C	169.1	5428	5713	6014	6331	6664	169.1	69C
71C	171.1	5537	5828	6135	6458	6798	171.1	71C
74C	174.1	5705	6005	6321	6654	7004	174.1	74C
76C	176.1	5819	6126	6448	6787	7145	176.1	76C
79C	179.1	5996	6311	6643	6993	7361	179.1	79C
81C	181.1	6116	6438	6777	7134	7509	181.1	81C
83C	183.1	6239	6567	6913	7277	7660	183.1	83C
84C	184.1	6301	6633	6982	7350	7736	184.1	84C
86C	186.1	6428	6766	7123	7497	7892	186.1	86C
88C	188.1	6557	6902	7266	7648	8051	188.1	88C
91C	191.1	6756	7112	7486	7880	8295	191.1	91C
93C	193.1	6892	7254	7636	8038	8461	193.1	93C
96C	196.1	7101	7474	7868	8282	8718	196.1	96C
01D	201.1	7456	7848	8261	8696	9154	201.1	01D
07D	207.1	7922	8339	8778	9240	9726	207.1	07D
10D	210.1	8162	8592	9044	9520	10021	210.1	10D
12D	212.1	8326	8764	9225	9711	10222	212.1	12D
17D	217.1	8751	9211	9696	10206	10744	217.1	17D
20D	220.1	9016	9490	9990	10516	11069	220.1	20D
20E	220.3	9037	9512	10013	10540	11095	220.3	20E
24D	224.1	9382	9876	10396	10943	11519	224.1	24D
27D	227.1	9666	10175	10711	11274	11868	227.1	27D
40D	240.1	11001	11580	12190	12831	13506	240.1	40D
43.D	243.1	11334	11931	12559	13220	13916	243.1	43D
53D	253.1	12625	13289	13989	14725	15500	253.9	53D

54D	254.7	12721	13391	14096	14837	15618	254.7	54D
59D	259.4	13330	14032	14770	15548	16366	259.4	59D
Code	Grade	A	B	C	D	E	Grade	Code