CITY OF ANGELS
CITY COUNCIL

Resolution #24-95

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ANGELS, ADOPTING THE CITY OF ANGELS EMPLOYEE'S ASSOCIATION (MISCELLANEOUS) MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Angels Employee's Association (Miscellaneous) members have met and conferred; and

WHEREAS, the Association has approved the attached Memorandum of Understanding, with the begin date, of November 7, 2024, and expiring on June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does hereby approve the Memorandum of Understanding between the City and the City of Angels Employee's Association as set forth in Attachment A, which is attached hereto and made a part hereof.

PASSED AND ADOPTED this 3rd day of December 2024, by the following vote:

AYES: CHIMENTE, BROGLIO, MONCADA, HERNDON, SCHIRATO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Jennifer Herndon (Jan 6, 2025 14:53 PST)

Jennifer Herndon Mayor

Rose Beristianos, City Clerk

HOME OF THE JUMPING FROG

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF ANGELS

AND

CITY OF ANGELS EMPLOYEE'S ASSOCIATION

MISCELLANEOUS UNIT

Effective:

November 7, 2024 – June 30, 2027

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ARTICLE I – RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1.1: PARTICIPANTS

This agreement is entered into between the City of Angels ("City") and the City of Angels Employee's Association, as represented by Operating Engineers Local Union 3 ("Union"), ("Association," "Union," or "CAEA"), having met and conferred in good faith pursuant to Government Code Section 3500 et seq. Designated representatives have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on matters relating to wages, hours, and other terms and conditions of employment.

SECTION 1.2: DEFINITION OF CITY

The City Council or the person or persons duly authorized by the City Council as the representative of the City of Angels, shall hereinafter be referred to as "City".

SECTION 1.3: BARGAINING UNIT

For purposes of identification, this bargaining unit shall be referred to as the "Miscellaneous Unit" and this Memorandum of Understanding ("MOU") shall be applicable to all full-time employees in the classifications listed in Exhibit A to this MOU. The terms "employee," "bargaining unit employee," and "members of this unit" may be used interchangeably herein to mean all workers covered by this MOU. The City recognizes the Association as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation.

SECTION 1.3: SCOPE OF AGREEMENT

For the term of this agreement, the Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties, provided, however, that nothing herein shall prohibit the parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

Negotiations will be conducted by the designated negotiator(s) of the City of Angels, and by the representative(s) from the City of Angels Employee's Association.

SECTION 1.4: TERM OF AGREEMENT

This MOU shall become effective the first day of the first payroll period following November 7, 2024 (the expiration of the 2021-2024 MOU) through June 30, 2027, provided that it has been ratified by the bargaining unit and approved by City Council. Nothing herein shall prohibit the parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

Should a successor agreement not be reached by the effective end date of this MOU, this MOU shall be automatically extended and continue in effect until a new MOU can be negotiated and executed.

ARTICLE II – EMPLOYEE AND ASSOCIATION RIGHTS

SECTION 2.1: USE OF FACILITIES

The Association shall be allowed by the City to use bulletin boards for communications having to do with official Association business, such as times and places of meeting, etc. Solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Pre-arrangement for contact must be made with the individual Department Heads if conducted during the duty period of the employees, and sufficient reason given why this cannot be done during off-duty hours.

SECTION 2.2: ATTENDANCE AT MEETINGS

For meetings between the City and the Association, employee representatives of the Association shall be given reasonable time off with pay to attend meetings with City representatives concerning matters within the scope of Association's responsibilities. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Except by mutual agreement, the number of employees excused for such purpose shall not exceed two (2) per recognized bargaining unit. Such employee/Association representatives shall submit a request for excused absence to their respective Department Heads, in a manner satisfactory to the Department Head, at least two (2) working days prior to the scheduled meeting, whenever possible

SECTION 2.3: SENIORITY

Seniority among represented employees shall be measured from such employee's initial appointment to City service, in each job classification, but shall not include any period during which such employee was on leave without pay.

Any employee who is re-employed after being terminated voluntarily or discharged by the City, shall lose his/her seniority and his/her seniority shall then be measured from the date of his/her most recent appointment.

SECTION 2.4: PAYMENT OF ASSOCIATION DUES

A. Payment of dues shall be by payroll deduction. Upon receipt of written certification by the Association that an employee has signed a deduction authorization, the City will deduct the appropriate dues or fees from the employee's pay, as established and will remit such dues or fees to the Association. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following City's receipt of the written certification of authorization, provided that the written authorization is provided to the City before 5:00 p.m. the Friday before the end of the pay period. Should a dispute arise about the existence or terms of any employee's authorization to deduct dues or fees, the Association will provide a copy of the individual authorization at issue to the City.

B. If an employee requests to cancel or change the deduction, the request must be directed to the Association and not to the City. Deductions will continue unless the Association

provides the City written notice of the revocation or modification. Payroll deductions will cease or be modified the first pay period following receipt of written certification from the Association that the employee has revoked or modified the deduction authorization for dues or fees, as long as the written authorization is provided before 5:00 p.m. the Friday before the end of the pay period. Neither the City nor the Association will discriminate against any unit member because of the exercise of their statutory rights.

C. In accordance with Government Code section 1157.12, the Association agrees to hold the City harmless from all claims, demands, suits, losses, or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employees pursuant to this Section.

SECTION 2.5: NEW EMPLOYEE ORIENTATION

The Association shall be allowed to participate in initial orientation for new employees under the conditions established in this Section.

A. The City shall provide the Association with ten (10) days' advance notice prior to any new employee orientation when practicable. The Association and the City jointly recognize that the City is a small employer, therefore, employee orientation frequently occurs with much less time than ten (10) days between acceptance of an employment offer and new employee orientation. While the City will provide the advance notice required by this Section, it is not required to do so if the notice period would delay orientation for a new employee.

B. The Association may elect to participate in new employee orientation and shall be allotted reasonable time, not to exceed twenty (20) minutes, to present information about the Association and Association membership.

C. Association presentations or other participation in orientation shall be by a member of the Association's Board of Directors. If the Association sends a bargaining unit employee to the orientation rather than its own paid staff, this shall not be considered "representation," but rather an Association marketing function. However, the employee shall be granted paid release time to attend the orientation up to the 20-minute limitation provided in Section 4.6.2.

D. Association participation in orientation relieves the City from providing any information regarding the Association to the new employee, as the Association would fulfill that function exclusively during orientation.

E. If the Association is unable, or elects not, to participate in orientation, the City will provide new employees with a packet of information from the Association to new employees, including an Association application and documents relating to membership. All packet materials shall be provided by the Association.

SECTION 2.6: INFORMATION TO THE ASSOCIATION

The City shall provide information to the Association as defined in this Section as required by law.

A. The City shall, no more than thirty (30) days following a new hire, provide the Association with the following information regarding the new employee: name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, and home address.

B. The City shall provide a list of the above information about all bargaining unit employees every one hundred twenty (120) days.

C. The City shall not be required to furnish any of the above information for any employee who makes a written request identifying specific items of information that the employee is electing not to share.

D. Provision of any information pursuant to this Section shall not cause the information to become a public record.

E. Any information provided under this Section shall be safeguarded by the Association and shall be used exclusively by the Association or their designated representative. No personal information regarding employees shall be shared by the Association or their designated representative with any third-party vendors or affiliated organizations.

SECTION 2.7: NO DISCRIMINATION

The City and Association agree that there shall be no unlawful discrimination against, and/or harassment of, employees and job applicants with respect to any terms or conditions of employment on the basis of actual or perceived: race, color, national origin, ancestry, sex (including pregnancy, childbirth, related medical conditions, and breastfeeding), gender, gender identity, gender expression, sexual orientation, age, religion (including religious dress and grooming practices), physical or mental disability, medical condition, pregnancy, marital status, citizenship status, military or veteran status, genetic information or characteristics, or any other basis protected by applicable federal, state, or local law. The term “employee” shall mean all workers covered by this Agreement.

ARTICLE III – PROBATIONARY PERIODS

Newly hired employees shall serve a probationary period of twelve (12) months, unless otherwise extended by the supervisor in writing, for specified reasons, and approved by the City Administrator.

While on initial probation, the status of the employee is "At-Will," defined as working at the pleasure of the Department Head. As such, the employee, during his/her probationary period, is subject to termination without cause. This MOU does not confer any pre-disciplinary rights or post-disciplinary appeal rights on probationary employees.

ARTICLE IV – SALARIES

SECTION 4.1: SALARY RANGE

Salary ranges for each bargaining unit classification during the term of this MOU are set forth in the Miscellaneous Salary Schedule attached as Exhibit A ("Salary Schedule") and incorporated into this MOU. The City and the Association agree that employees' pay shall be as set forth in the Salary Schedule. Salary increases shall take effect November 7, 2024, and shall be reflected in the first payroll period following November 7, 2024, provided this MOU has been ratified by the bargaining unit and approved by the City Council.

Beginning the first pay period following July 1, 2025, each bargaining unit employee shall receive a cost-of-living increase in the amount of three percent (3%) of the employee's base hourly rate of pay as set forth in Attachment A ("COLA"). Employees shall receive a second three percent (3%) COLA the first pay period following July 1, 2026.

These rates shall represent the total compensation due to employees except for overtime compensation and other benefits specifically provided for by the City in this agreement. The rates of pay set forth do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment.

SECTION 4.2: BEGINNING SALARIES

A. Except as otherwise herein provided, the entrance salary for a new employee shall be the minimum salary for the class to which he/she is appointed. Experience and training may be reflected in the salary schedule. In any event, such salary may not be more than the maximum salary for the class to which the employee is appointed.

B. After the completion of twelve (12) months of full-time satisfactory service, and upon recommendation of the supervisor, the probationary employee shall have completed his/her probation period and be advanced to the next step in the salary range for his/her classification.

SECTION 4.3: SALARY STEP INCREASES

A. Each employee shall be considered for salary step increases annually according to that employee's anniversary date, or his/her revised salary anniversary date, until the top step has been reached. Salary increases, if awarded, will be paid the next complete pay cycle following the anniversary date.

B. After the completion of twelve (12) months of full-time satisfactory service in the current step of the salary range, the employee shall be advanced to the next step, upon the recommendation of the supervisor. If, in the opinion of the supervisor, the employee does not warrant a step increase, the supervisor shall advise the City in writing one (1) month prior to the effective date of the step advance that the employee has not achieved the level of performance required. The supervisor shall be specific as to why a salary increase should be withheld and a copy of this notice (appraisal) given to the employee.

C. Changes in the employee's salary because of promotion, demotion, or postponement of salary step increases due to marginal performance will set a revised salary anniversary date for that employee.

D. Salary range adjustments for a classification will not set a revised salary anniversary date.

E. It shall be the responsibility of the Department Head to report employee performance that is less than satisfactory to the City Administrator. Documentary records and/or appraisal must be maintained and discussed with the employee at least once a year, and more often if considered desirable by the City.

SECTION 4.4: SALARY ON PROMOTION

Upon the promotion of any employee, the employee shall be placed at the start of the new range that provides a minimum five percent (5%) increase over the salary formerly received, unless the top step of the new range is less than 5%, in which case they shall be placed at the top step of the new range.

SECTION 4.5: BIWEEKLY PAY PERIODS

All City employees will be paid on a biweekly basis. This will be a total of twenty-six (26) paychecks per year, which will be issued every other Friday.

SECTION 4.6: SEVERANCE PAY

Final payroll checks issued as a result of resignation or layoff from City employment will be paid no later than the next regularly scheduled payday. If terminated for cause, accrued wages shall be paid as required by law.

SECTION 4.7: CONVERSION OF SALARIES

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to such other time basis when, in the judgment of the City, such conversion is advisable. In determining equivalent amounts of different time bases, the City shall provide tables or regulations to the person involved for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

SECTION 4.8: COMPENSATION STUDY

During the term of this agreement, the City agrees to conduct a compensation study of all represented classifications prior to expiration of the term of this MOU. A final copy of the study shall be provided to the Association in sufficient time to allow preparation for 2027 negotiations.

SECTION 4.9: PERFORMANCE EVALUATIONS

Documentary records and/or appraisal reports must be maintained and discussed with the employee at least once every year, and more often if considered desirable by the City.

ARTICLE V – OVERTIME/ ON-CALL/ CALL-OUT

SECTION 5.1: DEFINITION OF OVERTIME

Overtime is all time worked over forty (40) hours per week and outside of normal scheduled hours and/or time worked on holidays. In calculating overtime, hours worked includes vacation, sick, and comp time used.

SECTION 5.2: AUTHORIZATION OF OVERTIME

All compensable overtime must be authorized by the supervisor or his/her designated representative. If prior authorization is not possible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime shall be computed to the nearest one quarter hour.

SECTION 5.3: COMPENSATION FOR OVERTIME

A. Overtime shall be paid or compensatory time off accrued at a rate equivalent to one and one half (1 1/2) times the regular rate.

B. Employees may accumulate up to a maximum of eighty (80) hours of CTO. Any additional overtime will be paid at the overtime rate.

C. Double time will be paid after working more than four (4) hours in conjunction with a regular shift. Double time will be paid after working more than eight (8) hours on a call out.

SECTION 5.4: ON-CALL PAY

Employees assigned on-call duty shall maintain sobriety and remain available to respond to the City within a reasonable time. On-call treatment plant operators shall be available to respond within one (1) hour and distribution and collection workers shall remain available to respond within thirty (30) minutes. On-call pay of Four Dollars ($4.00) per hour shall be provided for on-call employees for hours when an on-call employee is not physically at work.

SECTION 5.5: ON-CALL ELIGIBILITY

Employees in the classification of Plant Operator II are eligible for on-call if they possess a State Certificate at a level that authorizes them to perform the required duties. On-call, call-out, and overtime pay shall be based on the employee's regular rate of pay.

SECTION 5.6: CALL-OUT PAY

A. Call-out time is compensated for by a four-hour minimum. Compensation for additional call outs within the same initial four-hour call-out period shall not be authorized.

B. If actual time worked exceeds 2.75 (two and three quarter) hours worked, overtime shall be paid instead of the four-hour minimum.

C. If a call out occurs within two (2) hours of the normal start time, there shall be no four-hour compensation; however, time and a half shall be paid for additional time worked exceeding the normal workday.

D. At the election of the employee, the employee may accrue compensation time off in lieu of being paid for any individual call-out incident. Such accrued compensatory time shall be subject to the same 80-hour maximum accrual limit as established in Section 5.3.B.

SECTION 5.7: WEEKEND SHIFT DIFFERENTIAL

Any employee whose regularly scheduled workweek includes working a Saturday or Sunday will receive an additional five percent (5%) per hour for those hours worked on each weekend day.

ARTICLE VI – HOLIDAYS

SECTION 6.1: ANNUAL HOLIDAYS

All regular full-time employees shall be entitled to fourteen (14) annual holidays off, with full pay. Holidays are eight (8) hours. Authorized holidays are as follows:

1. New Year's Day	January 1
2. Martin Luther King	3rd Monday in January
3. Washington's Birthday	3rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	1st Monday in September
7. Columbus Day	2nd Monday in October
8. Veterans Day	November 11
9. Thanksgiving Day	November, as designated
10. Day after Thanksgiving	November, as designated
11. Christmas Eve	December 24
12. Christmas Day	December 25
13. Floating Day **	**In lieu of Election Day
14. Juneteenth	June 19

Any additional holidays recognized by the Federal Government shall be an additional holiday and not substituted for any existing holiday.

SECTION 6.2: HOLIDAYS FALLING ON WEEKENDS, DAYS OFF, AND VACATIONS AND NECESSARY COVERAGE

A. When a holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. When a holiday falls on a Sunday, it shall be recognized the following Monday.

B. When a holiday falls on an employee's regular workday and an employee is unable to take the day off due to necessary coverage in that work slot, in addition to their holiday pay, the employee shall be compensated for actual hours worked by either CTO at one

and one half (1½) times their regular rate or be paid for hours worked at 1½ times their regular rate.

C. Full-time employees working on an irregular shift schedule shall be paid eight (8) hours of additional time, at the regular hourly rate, or accrued as comp time, if the holiday falls on one (1) of their regular days off.

D. If a holiday falls within an employee's vacation leave, that day shall be deemed a holiday and not a vacation day.

E. If an employee is compensated by CTO for working on a holiday, the maximum CTO limit will apply.

ARTICLE VII – VACATION LEAVE

SECTION 7.1: VACATION ACCRUAL

A. All permanent full-time employees shall be entitled to annual vacation leave, with pay, according to the number of continuous full calendar years of employment, based on the following scale:

Years Completed	Total Hours per Year Accrual Rate	Per Bi-Weekly Pay Period
0-5	80	3.077
6-10	120	4.615
11	128	4.923
12	136	5.231
13	144	5.538
14	152	5.846
15 or more	160	6.154

B. Vacation time accrues from the first day of employment but generally should not be taken until after passage of six (6) months. In lieu pay cannot be substituted for taking vacation time.

C. Employees should request to schedule vacation days as far in advance as possible. Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

D. Vacation accrues to and will be capped at a maximum of one-and one-half percent (1.5%) of the employee’s annual accrual. Once that maximum amount is reached, no further vacation will accrue until some vacation time is used to reduce the employee’s balance below the maximum annual accrual. For employees hired prior to January 1, 2000, the City will pay out accrued vacation in excess of the cap over the term of this Agreement. The timing and amount of such payments will be in accord with the City’s business needs, as determined by the City Administrator. If the employee’s accrual is not reduced below the applicable cap within the applicable time period, the employee will cease to

accrue additional vacation until such time as their accrued vacation time falls below the maximum cap.

SECTION 7.2: IN LIEU PAY

In the event an employee has made at least three (3) written requests for vacation during a fiscal year (July 1 to June 30) and has been turned down due to specific needs of the City, the employee may request and receive pay in lieu of vacation time requested, which will be deducted from the employee's vacation bank. Employees must present documentation of the denied requests to the Administrative Services Officer in order to receive in lieu pay under this Section.

SECTION 7.3: DISCRETIONARY SCHEDULING AND VACATION BUY-BACK

The City may, in its discretion, schedule vacation time for employees in accordance with its business needs, or to buy back unused accrued vacation time in December at the end of each calendar year during the period this MOU is in effect. Additionally, employees may request to cash out up to forty (40) hours of accrued vacation time each calendar year. Such requests will be granted provided, at the City Administrator's sole discretion, City's business needs and financial abilities allow. Vacation cash-out shall be administered in accordance with the IRS regulations (Regs. Sec. 1.451-2(a)) and rules related to vacation cash-out programs. It is the intent of the City that employees use allotted vacation time for its intended purpose.

ARTICLE 8 – SICK LEAVE

SECTION 8.1: SICK LEAVE ELIGIBILITY

Employees with accumulated sick leave may be granted sick leave for the following:

a. Preventative care, illness, or physical incapacity of the employee.

b. Enforcement of quarantine of the employee in accordance with community health regulations.

c. Illness or injury in the immediate family will be granted in accordance with the Family Medical Leave Act (FMLA).

d. Medical, vision, and dental office appointments that cannot be scheduled at any time other than work hours.

e. For diagnosis, care, or treatment of a medical condition or preventative treatment for an employee's family member in accordance with California Paid Sick Leave laws.

f. To obtain relief or services related to bring a victim of domestic violence, sexual assault, or stalking in accordance with California Paid Sick Leave laws.

SECTION 8.2: SICK LEAVE ACCRUAL AND USE

A. All regular full-time employees shall be granted eight (8) hours of accrued sick leave for each full month of service accrued at the rate of 3.692 hours per bi-weekly pay period, which results in an accrual of ninety-six (96) hours per year of sick leave. Employees are

not eligible to draw on sick leave pay until they have completed ninety (90) days of service with the City.

B. Accrual of sick leave begins on the first day of the first full month of employment.

C. Employees may be required to file a physician's certificate with the City Administrator stating the employee is able to resume work.

D. Unused sick leave shall be accumulated from year to year. Upon retirement, unused sick leave may be credited as service time as provided in the City's contract with PERS.

E. Employees hired on or after July 1, 2011, shall accrue a maximum of seven hundred twenty (720) hours of sick leave at any given time.

ARTICLE IX – LEAVES OF ABSENCE

Leaves of absence will be administered in accordance with state and federal and City policies as set forth in the Personnel Rules, as amended from time to time.

SECTION 9.1: BEREAVEMENT LEAVE

Bereavement leave shall be administered in accordance with California law, except as set forth in this Section. Bereavement leave may be used by employees who have been employed for at least thirty (30) days when they are required to be absent from work because of a death in their immediate family, not to exceed five (5) workdays per incident. Immediate family is defined as an employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law, as those terms are defined under the California Family Rights Act.

Three (3) workdays will be paid. Should the employee take the additional two (2) days, the employee will be required to use accrued leave bank(s) or take the time off without pay. Bereavement leave must be used within three (3) months of the family member's death.

The employee must provide documentation of death within thirty (30) days of the first day of bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. Additional consideration may be given in special cases as determined by the City Administrator

SECTION 9.2: FAMILY MEDICAL LEAVE

The City complies with California and federal law governing family and medical leaves. The provisions of this Section shall be applied in conformity with the California Family Rights Act and the Federal Family Medical Leave Act. Employees are required to use accrued paid vacation leave and paid sick leave for the FMLA Leave period.

SECTION 9.3: LEAVE OF ABSENCE WITHOUT PAY

A regular employee may request a leave of absence "without pay" up to a maximum of one (1) year for a prolonged illness or to attend school or college or to enter training to improve the quality of his/her service.

SECTION 9.4: JURY DUTY

When summoned for jury duty, an employee shall be paid his/her regular salary and jury fees that he/she may receive from the Court shall be remitted to the City, except pay for travel and meals.

SECTION 9.5: MILITARY LEAVE

Military leave will be granted in accordance with state and federal law.

SECTION 9.6: REPORTING ABSENCES AND UNAUTHORIZED ABSENCES

A. An employee who is absent from duty for any reason shall report the reason thereof to his/her supervisor or the City Administrator immediately on the day of absence, unless prevented from doing so, or as required by law.

B. All unauthorized and unreported absences shall be considered as absence without leave and a deduction of pay shall be made for each period of such absence.

C. Voluntary absence without leave for three (3) consecutive days shall be considered as an automatic resignation from City service.

ARTICLE X – BENEFITS AND INSURANCE PLANS

SECTION 10.1: MEDICAL INSURANCE

All benefits included with the MOU apply only to bargaining unit employees. Benefits for non-bargaining unit or part-time employees are not part of this MOU.

SECTION 10.2: MEDICAL/DENTAL/VISION INSURANCE

A. Medical care and prescription drug benefits shall be provided to City employees pursuant to the California Public Employees Retirement System (PERS) Public Employee Medical and Hospital Care Act (PEMHCA).

B. For all eligible active and retired employees enrolled in a CalPERS PEMHCA Medical Plan, the City shall contribute the required Minimum Employer Contribution (MEC) plus any adjustment by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar.

C. Each year the PERS PEMHCA MEC amount shall be adjusted by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar. The City will pay the required adjusted amount.

D. The City shall also maintain a dental and vision plan available to eligible employees.

SECTION 10.3: CITY CONTRIBUTION

A. In the first year of the MOU, the City shall contribute up to the amount of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per month for each employee toward the combined premiums for medical, dental, and vision coverage for each employee and employee's dependents, if any; in the second year of the MOU, the City's contribution shall increase to Two Thousand Six Hundred Twenty-Five and 00/100 Dollars ($2,625.00) per month; in the third year of the MOU, the City's contribution shall increase to Two Thousand Seven Hundred Twenty-Five and 00/100 Dollars ($2,725.00) per month.

B. Employees may allocate the City's contribution to any combination of medical, dental, or vision coverage during open enrollment or pursuant to a special event as defined by the health care plan. The City's contributions shall not exceed the actual amount of the premiums. The employee shall be responsible for the balance of the premiums, if any, which is due to maintain coverage.

C. Alternative Insurance: Employees with proof of alternate insurance may opt out of all available City health insurance coverage and, in lieu, receive a cash payment of Two Hundred Fifty and 00/100 Dollars ($250.00) per month. In no event will employees who waive all coverage receive more than fifty percent (50%) of the City's requited contributions per this MOU as salary.

SECTION 10.4: PLAN YEAR

The new plan year is effective January 1, 2024. The City's contributions and employee deductions, if any, shall commence in December 2024, and shall be made over the course of twenty-four (24) pay periods. Increases in the City's contributions to premiums in years two (2) and three (3) of this MOU will be made in accordance with each new plan year.

SECTION 10.5: LIFE INSURANCE AND LONG-TERM DISABILITY

A. The City shall contribute the full cost towards a City-sponsored long-term disability and group term life insurance program administered through Assurant.

B. Employees are responsible for the payment of any costs in excess of the maximum City contribution.

C. The City will provide long-term disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan with a maximum ninety (90) calendar days wait period.

D. Group term life insurance coverage shall be Fifteen Thousand and 00/100 Dollars ($15,000.00) for natural death and Thirty Thousand and 00/100 Dollars ($30,000.00) accidental death for employee only.

SECTION 10.6: RETIREE HEALTH INSURANCE

Employees hired before the effective date of this MOU shall be eligible for the Retiree Health Benefit based upon the following:

Hire Date	Required Years of Service Completed
Before July 1, 2009	5 Years
On or After July 1, 2009	10 years

A. Employer Subsidy of Retiree Health Premiums: Employees who retire while meeting eligibility as set forth in this Section shall receive an employer subsidy of fifty percent (50%) of the premium of the lowest cost CalPERS plan premium for employee only, minus the PEMCHA MEC amount in Section 18.A, as adjusted annually, until they reach the age of eligibility for Medicare.

B. After attaining the age of Medicare eligibility, the retiree shall receive an employer subsidy of fifty percent (50%) of the premium of the lowest cost CalPERS Medicare plan for employee only, minus the PEMCHA MEC amount in Section 18.A, as adjusted annually.

C. A retiree's subsidy level shall be set by the Memorandum of Understanding in effect at the time of the employee's retirement from the City.

D. Nothing in this provision shall serve to reduce or change retiree health benefits that have commenced and are being received by any former employee as of the effective date of this MOU, pursuant to this MOU or any predecessor agreement.

Upon retirement, should the employee elect not to participate in the retiree medical benefit plan, the City's contribution will be zero and it will be an irrevocable election.

ARTICLE XI – RETIREMENT BENEFITS

The City participates in the Public Employees Retirement System (PERS).

SECTION 11.1: EMPLOYEES HIRED BEFORE JANUARY 1, 2013

Employees hired before January 1, 2013, participate in the PERS 2.7% at 55 full and modified formula for active local miscellaneous members. Participation requires a payment of 8% of the employee's gross salary for the 2.7 @ 55 benefit. Effective July 1, 2013, employees will pay the required 8% on a pre-tax basis.

The PERS retirement benefit for miscellaneous members hired before January 1, 2013, shall be based on the highest single year's final compensation.

SECTION 11.2: EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2013

Pursuant to the Public Employees' Pension Reform Act (PEPRA), any employee hired on or after January 1, 2013, who is a "new member" as defined by PEPRA, shall participate in the PERS

2% at 62 full and modified formula for active local miscellaneous members. Participation requires employees to contribute one-half (½) of the "normal cost" of the benefit, rounded to the nearest one-fourth (¼) of one percent (1%) or the current contribution rate of similarly situated employees, whichever is greater. Employee contributions will be paid on a pre-tax basis.

The PERS retirement benefit for miscellaneous members hired on or after January 1, 2013, shall be based on the highest year's final compensation.

ARTICLE XII – INCENTIVES AND SPECIAL PAYS

SECTION 12.1: CONFIDENTIAL EMPLOYEE DIFFERENTIAL

The Police Technician has been assigned confidential status and shall receive a pay differential of five percent (5%). Said employee shall continue to receive five percent (5%) above the base rate of pay until reassigned to non-confidential status. The differential pay will not affect the employee's anniversary date.

SECTION 12.2: LONGEVITY

Employees are eligible for longevity pay based on years of continuous full-time service with the City. Longevity pay will be added to base hourly rate in two-and one-half percent (2.5%) increments as follows:

2.5% at 5 years of continuous service
2.5% at 10 continuous years of service (5% total)
2.5% at 15 years of continuous service (7.5% total)
2.5% at 20 years of service (10% total)
2.5% at 25 years of service (12.5% total, the maximum level of longevity pay regardless of years of service beyond 25)

SECTION 12.3: EDUCATIONAL INCENTIVE PROGRAM

A. Employees who obtain degrees, licenses, certifications, permits, and/or successfully complete continuing education courses in their related field may be entitled to an incentive compensation to be added to their base salary.

B. No incentive pay will be provided for employees who complete work that is required or can reasonably be construed as being required to fulfill the requirements of their position.

C. At no time will the maximum allowable incentive compensation exceed five percent (5%).

D. Due to the broad range of credentials available relative to the many categories of employment, the City Administrator shall use his/her discretion with input from the Department Head to determine the appropriate incentive compensation.

E. Prior to beginning work in an area that may qualify under this program, it shall be the responsibility of the employee to submit through their supervisor a written request for verification of potential incentive pay percentage. Requests shall include a curriculum or

description of studies or scope of testing. Employees already possessing such credentials shall submit in writing their request in the same manner as above.

F. Educational incentive rates will be established under the following general guidelines:

60 units or equivalent or an A.A. Degree = 2%
120 units or equivalent or B.S. or B.A. = 3%
180 units or equivalent or Masters = 4%
Professional Credentials = 5%
International or National Certification = .5% to 4%
State Certification = .5% to 2%
Certification, Permit, or License = .5% to 2%

G. City shall reimburse employee's expenses for tuition, books, and materials upon the demonstration of the satisfactory completion of the course for approved courses relating to their perspective jobs.

SECTION 12.4: BILINGUAL PAY

Employees who are proficient in languages designated by the City may be eligible for bilingual pay. Employees who have passed a City-approved bilingual proficiency test in a designated language may be designated as eligible for bilingual pay by their Department Head. Upon approval by the City Administrator, the employee shall receive a monthly stipend in the amount of Fifty and 00/100 Dollars ($50.00) per month. Employees must regularly use their bilingual skills in the course and scope of their employment to remain eligible for bilingual pay.

SECTION 12.5: FOOTWEAR ALLOWANCE

A. The City shall provide designated employees reimbursement for the purchase of safety footwear up to Two Hundred Fifty and 00/100 Dollars ($250.00). The reimbursement is contingent upon the following:

i. Employees whose job classification requires that they work in the field shall be reimbursed on an annual basis.
ii. Employees whose job classification requires that they work in the field a nominal amount (e.g., at least twenty-five percent (25%)) shall be reimbursed on a bi-annual basis.

B. The safety footwear must meet minimum standards established by the City (e.g., steel toe, etc.) and an original receipt must be presented in order to receive reimbursement.

C. Employees may request a reimbursement prior to the times listed above due to excessive wear and tear of their footwear.

SECTION 12.6: UNIFORM ALLOWANCE FOR POLICE ADMINISTRATIVE SERVICES MANAGER

A. Employees in this classification shall receive an annual uniform allowance of Seven Hundred Fifty and 00/100 Dollars ($750.00) to be used for the purchase and maintenance of City required uniforms and equipment.

B. The uniform allowance shall be paid in two (2) equal payments on the 30th of November and the 30th of June.

C. Uniform allowances shall be pro-rated starting the first full month following full-time employment.

D. Uniforms or safety equipment destroyed or damaged beyond reasonable use while on duty and in the line of duty shall be replaced by the City at the City's expense.

SECTION 12.7: EMPLOYEE TRAINING

Represented employees assigned to administrative, clerical, accounting, or similar duties may request up to three (3) days per fiscal year of "off-site" training related to their assignment (e.g., MS Word or Excel, organizational skills, or communication, etc.) with tuition, travel, and related expenses paid by the City. Such training is subject to approval by the City Administrator.

SECTION 12.8: CLASS B LICENSES

A. Any employee, up to a maximum of four (4) represented employees, who obtains and thereafter maintains a valid Class B driver's license shall receive an incentive of Seventy-Five and 00/100 Dollars ($75.00) per month.

B. The cost of the first attempt will be paid by the City, including pay for physical exams, training hours, instructor or training costs, books/manuals, and test fees. If the employee fails to receive their license on the first try, the employee may repeat training at their own cost and on their own time to meet the requirement.

C. Ongoing costs to maintain a Class B License, including physical exams, re-testing fees, and training costs will be paid by the City once for each renewal of the license. The employee will bear the cost of any additional attempts to renew the license.

SECTION 12.9: CELL PHONE REIMBURSEMENT

Employees employed in the Water/Wastewater Department and Distribution and Collection employees who have used a cell phone in the course of their duties shall receive a monthly stipend in the amount of Forty and 00/100 Dollars ($40.00).

ARTICLE XIII – GRIEVANCE PROCEDURE

SECTION 13.1: DEFINITION OF GRIEVANCE

This procedure is established to provide employees with the opportunity and mechanism to bring forth grievances.

For purposes of the process described herein, a grievance is a complaint or claim by the Union or an employee that the City has violated a provision of the MOU, or that the employee has been adversely affected by a misinterpretation or misapplication of a City policy, regulation, rule, or procedure relating to the employee's terms and conditions of employment. Employees may represent themselves in prosecuting grievances or may be represented by the Union.

This procedure does not apply to:

a. Employee dissatisfaction over wage rates once such rates have been established by action of the City Council following the meet and confer process;

b. Performance reviews; or

c. Disciplinary action as defined in Article XIV.

SECTION 13.2: TIMELINES

A. For purposes of this Article, timelines are in calendar days.

B. The time limits specified below may be extended for a reasonable period of time to a definite date and time by the mutual consent of the parties involved.

C. Failure on the part of the Department Head, City Administrator, or other City representative to timely respond to a grievance shall be considered the equivalent to a negative response upon the last day allowed for a response and the Grievant shall be free to proceed to the next step within the time limits allowed for that step.

D. Failure on the part of the Grievant to meet the prescribed timelines for filing will result in the grievance being deemed untimely, which is grounds for dismissal.

SECTION 13.3: GRIEVANCE PROCEDURE

Step 1. Informal Resolution. The Grievant shall make efforts to informally resolve the grievance with the Department Head within ten (10) calendar days of when the Grievant knew or reasonably should have known of the event, decision, or circumstances giving rise to the grievance. The Department Head shall respond to the Grievant within ten (10) calendar days.

Step 2. Formal Submission to Department Head. In the event that such efforts do not produce a resolution satisfactory to the Grievant, the Grievant may submit the grievance in writing to the Department Head within seven (7) calendar days of the informal response in Step 1. The written grievance shall contain a factual statement as to the circumstances or nature of the grievance and the policy, regulation, rule, procedure, or MOU provision at issue, as well as the Grievant's desired resolution. Upon receipt of Grievant's Step 2 written grievance, the Department Head shall make such investigation as required and reply in writing to Grievant and the Union within seven (7) calendar days.

Step 3. Submission to City Administrator. If the Grievant is not satisfied with the Department Head's response and wishes to appeal the matter further, the Grievant may, within seven (7) calendar days of the receipt of the Department Head's Step 2 response, submit the grievance to

the City Administrator. The Grievant shall attach the Step 2 written grievance to the Department Head's Step 2 response to the Step 3 grievance.

The City Administrator may respond to the Step 3 grievance in writing within seven (7) calendar days or may convene a meeting of the interested parties at their earliest convenience and respond in writing to the Grievant and the Union within seven (7) calendar days of the meeting.

Step 4. Submission to the Personnel Committee. If the Grievant is not satisfied with the City Administrator's Step 3 response, the Grievant may submit the grievance to the City Council's Personnel Committee within seven (7) calendar days of the City Administrator's Step 3 response. The Grievant shall attach Step 2 through 3 grievance submissions and responses to the Step 4 grievance.

Within ten (10) calendar days of submission of the Step 4 grievance, the parties shall submit Step 4 written arguments/statements of position, along with any pertinent exhibits to the Personnel Committee. Any party may include a written request for an audience with the Personnel Committee. The Personnel Committee will notify the parties and the Union within fifteen (15) calendar days whether an audience will be held, or a determination will be made based on the Step 4 written arguments/statements of position.

If an audience is to be held, the Personnel Committee shall convene to hear the matter at its earliest convenience. The Grievant, or the Union on the Grievant's behalf, the Department Head, City Administrator, or other affected party or parties, as determined by the Committee, may present oral arguments during the meeting. Arguments shall be limited to the merits of grievance and subject to reasonable time limits as set by the Committee. Formal testimony and evidence shall not be allowed, unless agreed to in writing by both parties and the Committee prior to the scheduled meeting.

After the meeting, the Committee may take any of the following actions:

a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days, or

b. Deny the grievance, or

c. Sustain the grievance and order a remedy, or

d. Sustain the grievance in part and order a remedy, or

e. Refer the matter to the Council as a whole.

If an audience is not held, the Committee shall base its decision on the written submissions of the parties and shall notify the parties and the Union which of the above actions will be taken within fifteen (15) days of the submission of the Step 4 written arguments/position statements.

Unless the Personnel Committee refers to the City Council, its decision is final and binding.

Step 5. Referral to Council. If the grievance is referred to the Council, the Council shall place the matter on its agenda for oral arguments in closed session at its next regularly scheduled

meeting. Such argument shall be limited to the merits of the grievance. Formal testimony and evidence shall not be allowed, unless agreed to in writing by both parties and the Council prior to the scheduled meeting. After the meeting, the Council may:

a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days, or

b. Deny the grievance, or

c. Sustain the grievance and order a remedy, or

d. Sustain the grievance in part and order a remedy, or

e. Recommend changes to take place over a designated period of time, to be commenced within thirty (30) days.

The decision of the Council is final and binding.

ARTICLE XIV – DISCIPLINARY ACTION

SECTION 14.1: AUTHORITY

Any employee may be reprimanded, suspended, or demoted to lower classification or salary or dismissed with the approval of the City Administrator by an order in writing, stating specifically in ordinary and concise language, the facts or omissions upon which such action is based.

SECTION 14.2: CAUSE FOR DISCIPLINE

Each of the following may constitute cause for suspension, demotion, or dismissal of an employee or person whose name appears on any employment list, but it is not to be considered an exhaustive list of causes for disciplinary action:

a. Fraud in securing appointment;
b. Incompetence;
c. Inefficiency;
d. Inexcusable neglect of duty;
e. Insubordination;
f. Threatening or intimidating behavior; assault of supervisor, member of the public, or other employees;
g. Falsifying records;
h. Consuming, possessing, or being under the influence of alcohol, illegal drugs, or drugs for which the employee does not possess a valid prescription while on duty;
i. Inexcusable, unauthorized, or unreported absence or tardiness without leave; excessive absenteeism or tardiness;
j. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
k. Discourteous treatment of the public or other employee;
l. Obscene or immoral conduct;
m. Political activity which is in violation of federal, state, or local laws and regulations;

n. Violation of this MOU or City or Departmental rules, policies, regulations, or orders;
o. Any other failure of good behavior or acts, either during or outside of duty hours, which are incompatible with or inimical to the public service;
p. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
q. Dishonesty;
r. Failure to obtain required operator's license or permit;
s. Failure to respond within an appropriate amount of time to an emergency call out;
t. Personal use, misappropriation, or other misuse of City property;
u. Poor work performance;
v. Theft;
w. Discrimination or harassment;
x. On-duty conduct constituting criminal activity;
y. On-duty or off-duty conduct that may discredit the Department or the City or bring either into disrepute, or any conduct tending to harm to the public service;
z. Impairment of the good order and discipline of the Department;
aa. Engaging in personal business while on duty;
bb. Conduct adversely affecting the safety and welfare of others;
cc. Accepting or proposing personal rewards, privileges, benefits, or gifts that may create a conflict of interest or the appearance thereof;
dd. Failure to follow reasonable direction from employee's supervisors;
ee. Failing to report the misconduct of other employees.

SECTION 14.3: PRE-DISCIPLINARY PROCEDURE

A. Prior to a suspension of more than one (1) workday, demotion or dismissal, the Department Head must contact and discuss such action with the City Administrator, who must approve of the action. All orders for suspension, demotion, or dismissal shall be reviewed by the City Attorney for legal sufficiency.

B. All orders shall then be filed with the City Administrator and a copy thereof shall be served upon the employee who is the subject of the disciplinary action. If personal service upon the employee is impossible, a copy of the order shall be sent by certified mail to the employee at his/her last known address.

C. Timelines may be adjusted as necessary upon mutual agreement of the parties.

SECTION 14.4: NOTICE OF PROPOSED DISCIPLINE AND RIGHT TO RESPOND AND APPEAL

A. When an employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed disciplinary action is to be prepared, and then delivered to the employee, in person or by certified mail. The written notice of proposed disciplinary action shall include:

    1. The reasons for the proposed action.

2. The charges being considered.

3. The relevant City policies, rules, ordinances, or MOU provisions.

4. The proposed disciplinary action to be taken.

5. The effective date of the action to be taken.

6. A statement of the employee's right, prior to the effective date of the proposed action, to a meeting with a designated Skelly Officer, at which time the employee will be afforded a reasonable opportunity to respond orally or in writing to the proposed action.

7. A statement of the employee's right to be accompanied by a representative of the employee's choice during the meeting.

8. A statement that the employee has seven (7) calendar days from the service of the proposed discipline to make a written request for a pre-disciplinary Skelly meeting, either orally or in writing, and informing the employee to whom the request should be directed. The Skelly meeting shall take place within ten (10) days of the employee's written request.

B. All charges filed against a regular employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and the employee shall be supplied a copy of the documents at the employee's request prior to the Skelly meeting. The employee is entitled to be represented at the pre-disciplinary Skelly meeting.

C. During the Skelly meeting, the employee may present information and/or arguments to the designated Skelly Officer concerning the proposed disciplinary action. The employee may submit evidence though the formal rules of evidence shall not apply, and the employee may not call witnesses. The designated Skelly Officer may amend, modify, or revoke any or all the charges, including the proposed disciplinary action. If, after the pre-disciplinary Skelly hearing, the Department Head or his or her designee elects to impose disciplinary action, he or she will notify the employee in writing of his/her decision by serving the employee with a Final Notice of Disciplinary Action forty-eight (48) hours or more before the effective date of the disciplinary action.

D. If the employee does not request a pre-disciplinary Skelly meeting within the timeframe prescribed above, a Final Notice of Discipline will be served upon the employee and the disciplinary action will be imposed.

E. Employees who receive a Final Notice of Discipline imposing disciplinary action may appeal the disciplinary action pursuant to this Section. The Notice of Discipline shall include or be accompanied by a statement advising the employee of his or her right to request a hearing by filing a Notice of Appeal.

F Should the employee wish to appeal disciplinary action subject to this Section, the employee must file a written Notice of Appeal with the City Administrator within fifteen (15) calendar days after service of the Final Notice of Discipline. Failure of the employee to timely file a Notice of Appeal constitutes waiver of the employee's right to a hearing.

G. Appeal to Arbitration [Dismissal, Demotion, Suspension of more than five (5) days]: An appeal of a suspension without pay in excess of five (5) days, a demotion or dismissal of an employee shall be heard by an arbitrator. The parties may agree upon an arbitrator. If the parties are unable to agree, the City shall request a list of seven (7) Hearing Officers from the State Mediation and Conciliation Service. The City and employee or the employee's representative shall alternately strike names from the list until only one (1) name remains, and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. The loser of the coin-toss shall strike the first name. The Hearing Officer shall, within a reasonable length of time not exceeding thirty (30) calendar days unless mutually extended by the parties, hold a hearing and shall notify the parties of the time and place thereof. If the employee fails to appeal within the time specified, the disciplinary action of the Department Head shall be final. Unless otherwise provided by law, all costs related to the hearing which are directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties. Other costs, including attorney's fees, shall be borne by the party who incurs said costs.

H. Appeal to City Administrator [Suspension of five (5) days or less] to City Administrator: In the event of the suspension of a regular employee without pay of five (5) days or less, any hearing held in regard to that matter shall be held before the City Administrator or the City Administrator's designee. Parties may present testimony, evidence, and make oral arguments, which shall be limited to the facts related to the disciplinary action, and subject to reasonable time limits as set by the City Administrator or Designee. The Union may represent the employee in all matters related to the hearing. The City Administrator or Designee shall make a finding within thirty (30) days as to whether or not the employee was suspended for reasonable cause. Written findings will be forwarded to the Department Head, the employee, and the Union.

I. Timelines in all stages of the disciplinary and appeal procedures may be adjusted by mutual agreement of the parties.

J. Sections 14.3, 14.4, and 14.6 relating to disciplinary processes and appeal do not apply to probationary employees.

SECTION 14.5: POST-DISCIPLINARY APPEAL PROCEDURE

A. The Hearing Officer shall, within thirty (30) calendar days after the hearing, make a finding as to whether or not the employee was suspended, demoted, or dismissed for reasonable cause and shall also make a recommendation as to the appropriate disposition of the case.

B. Written findings and recommendations shall be forwarded by the Hearing Officer to the City Administrator, the affected Department Head, and the employee. These findings and recommendations must be presented to the City Council at its next regular meeting.

C. The City Council will take the findings and recommendations of the Hearing Officer under advisement in closed session and will render a decision within twenty (20) days after the presentation of said findings and recommendations to the City Council. No additional evidence or argument may be submitted to the Council.

D. The City Council may:

1. Follow the recommendation of the Hearing Officer; or
2. Reverse the arbitrator's recommendation; or
3. Order any disciplinary action which it judges to be appropriate based on the evidence.
4. The Council shall not reverse or modify the arbitrator's recommendation, except by a 4/5th vote.

E. All the records concerning the matter shall be remanded to the City Clerk for filing.

ARTICLE XV – LAYOFFS AND CONTRACTING

SECTION 15.1: LAYOFFS

A. The City Council may lay off any employee pursuant to the Personnel Rules whenever it becomes necessary because of the lack of work or funds.

B. When it becomes necessary to reduce the force in any department or office by lay off of regular employees, seniority shall be the determining factor in each department or office.

SECTION 15.2: CONTRACTING WORK

The City agrees to meet and confer with the Association prior to contracting out any work normally performed by bargaining unit employees if such contracting out would displace a regular employee of the bargaining unit.

ARTICLE XVI – MANAGEMENT RIGHTS

Except to the extent that the rights, powers, and authority of the City are specifically limited by the provisions of this MOU, City retains all rights, powers, and authority granted to it. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of federal legislative or managerial policy, which include among others: the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty for legitimate reason; maintain the efficiency of governmental operations to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. This agreement is not intended to be

construed to modify the provision of The Municipal Code relating to Civil service or personnel administration. City shall continue to exercise authority over classification of jobs, procedures, and standards of selection for employment and promotion.

ARTICLE XVII – ASSOCIATION RESPONSIBILITY

Association agrees that during the term of this agreement, neither it nor its officers, employees, or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing, or any other similar actions which would involve suspension of, or interference with, the normal work of the City. In the event that any concerted action as described above occurs, Association will notify its members that such activity is a violation of this Memorandum of Understanding and Association will notify its members that such concerted action shall cease, and the members shall return to work or be subject to disciplinary action.

ARTICLE XVIII – PERSONNEL RULES

To the extent they are not in conflict with any provision of this MOU, the City's Personnel Policy, Rules, and Regulation, as may be amended from time to time after meeting with the Association, shall apply to employees covered by this agreement.

ARTICLE XIX – SEPARABILITY

In the event that any provision of this MOU is declared by a Court of competent jurisdiction to be unenforceable or illegal, such nullification shall not affect any other provisions of the MOU, which shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

ARTICLE XX – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates reflected below at the City of Angels, California.

CITY OF ANGELS EMPLOYEE'S ASSOCIATION

Brent Huse (Jan 6, 2025 15:02 PST)

CAEA President

Jan 6, 2025

Date Signed

Shannon Starr (Jan 6, 2025 16:34 PST)

Shannon Starr
OE3 Representative

Jan 6, 2025

Date Signed

CITY OF ANGELS

Jennifer Herndon (Jan 6, 2025 14:53 PST)

Jennifer Davis-Herndon, Mayor

Jan 6, 2025

Date Signed

Steve Williams

Steve Williams, Interim City Administrator

Feb 12, 2025

Date Signed

City of Angels Camp

Miscellaneous Salary Schedule

FY 2024-25 Nov 24 - Jun 25

Range		Step 1	Step 2	Step 3	Step 4	Step 5
25	Accountant I	$27.43	$28.80	$30.24	$31.75	$33.34
		$4,754.33	$4,991.17	$5,241.60	$5,503.68	$5,779.35
		$57,051.90	$59,894.02	$62,899.20	$66,044.16	$69,352.19
29	Accountant II	$30.27	$31.79	$33.38	$35.04	$36.80
		$5,241.60	$5,503.68	$5,779.35	$6,068.61	$6,371.46
		$62,899.20	$66,044.16	$69,352.19	$72,823.30	$76,457.47
17	Accounting Technician I	$22.51	$23.63	$24.82	$26.06	$27.36
		$3,902.08	$4,096.21	$4,301.99	$4,517.48	$4,742.68
		$46,824.96	$49,154.56	$51,623.94	$54,209.79	$56,912.13
21	Accounting Technician II	$24.85	$26.10	$27.40	$28.76	$30.21
		$4,307.82	$4,523.31	$4,748.50	$4,985.34	$5,235.78
		$51,693.82	$54,279.68	$56,982.02	$59,824.13	$62,829.31
25	Administrative Services Specialist	$27.43	$28.80	$30.24	$31.75	$33.34
		$4,754.33	$4,991.17	$5,241.60	$5,503.68	$5,779.35
		$57,051.90	$59,894.02	$62,899.20	$66,044.16	$69,352.19
41	Chief Plant Officer	$42.17	$44.28	$46.49	$48.81	$51.26
		$7,309.47	$7,675.20	$8,058.27	$8,460.40	$8,885.07
		$87,713.60	$92,102.40	$96,699.20	$101,524.80	$106,620.80
11	Distribution and Collections Officer in Training	$19.41	$20.38	$21.40	$22.47	$23.60
		$3,364.33	$3,533.23	$3,709.89	$3,894.31	$4,090.39
		$40,371.97	$42,398.72	$44,518.66	$46,731.78	$49,084.67
15	Distribution & Collections Officer I	$21.43	$22.50	$23.62	$24.81	$26.04
		$3,713.77	$3,900.14	$4,094.27	$4,300.05	$4,513.60
		$44,565.25	$46,801.66	$49,131.26	$51,600.64	$54,163.20
19	Distribution and Collections Officer II	$23.65	$24.83	$26.07	$27.38	$28.75
		$4,100.10	$4,303.94	$4,519.42	$4,746.56	$4,983.40
		$49,201.15	$51,647.23	$54,233.09	$56,958.72	$59,800.83

City of Angels Camp

Miscellaneous Salary Schedule

FY 2024-25 Nov 24 - Jun 25

Range		Step 1	Step 2	Step 3	Step 4	Step 5
17	Plant Operator-in-Training	$23.32	$24.48	$25.71	$26.99	$28.34
		$4,041.44	$4,242.51	$4,455.64	$4,678.82	$4,912.06
		$48,497.28	$50,910.08	$53,467.65	$56,145.86	$58,944.70
23	Plant Operator I	$27.04	$28.39	$29.81	$31.30	$32.86
		$4,686.86	$4,920.10	$5,167.41	$5,424.78	$5,696.22
		$56,242.37	$59,041.22	$62,008.96	$65,097.34	$68,354.62
27	Plant Operator II	$29.85	$31.34	$32.91	$34.54	$36.27
		$5,173.45	$5,432.82	$5,704.26	$5,987.77	$6,287.35
		$62,081.34	$65,193.86	$68,451.14	$71,853.18	$75,448.26
31	Plant Operator III	$32.94	$34.59	$36.32	$38.14	$40.04
		$5,710.29	$5,995.81	$6,295.40	$6,611.07	$6,940.82
		$68,523.52	$71,949.70	$75,544.77	$79,332.86	$83,289.86
29	Police Administrative Services Manager	$27.03	$28.38	$29.80	$31.29	$32.86
		$4,685.20	$4,919.20	$5,165.33	$5,423.60	$5,695.73
		$56,222.40	$59,030.40	$61,984.00	$65,083.20	$68,348.80
13	Police Records Technician	$20.40	$21.41	$22.49	$23.61	$24.79
		$3,535.17	$3,711.83	$3,898.20	$4,092.33	$4,296.17
		$42,422.02	$44,541.95	$46,778.37	$49,107.97	$51,554.05
35	Public Works Foreman	$35.11	$36.87	$38.71	$40.64	$42.67
		$6,086.08	$6,390.87	$6,709.25	$7,045.10	$7,396.48
		$73,032.96	$76,690.43	$80,510.98	$84,541.18	$88,757.76

Angels Camp Misc. MOU 2024-2027

Final Audit Report 2025-02-12

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