

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA HABRA AND THE LA HABRA
FIELD SERVICES EMPLOYEES' GROUP
FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2023



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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
LA HABRA, HEREINAFTER REFERRED TO AS "CITY" AND THE
FIELD SERVICES EMPLOYEES GROUP, HEREINAFTER
REFERRED TO AS "EMPLOYEES GROUP," FOR THE
PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2023

ARTICLE I – EMPLOYEE-EMPLOYER RELATIONS

SECTION I. Recognition:

- A. The City and Employees' Group have both signed off on a separate side letter agreement dealing with agency shop. The side letter agreement is incorporated into the Memorandum of Understanding. (Attachment 1)
- B. The La Habra Municipal Employees Association "Employee Group" is the only organization currently recognized to meet and confer with the City over wages, hours, benefits, and terms and conditions of employment pursuant to the Meyers-Milias-Brown Act and the Agency Shop agreement between the City and the Employee Group.
- C. The City shall deduct dues for any employee in this unit who has authorized Union dues deductions and shall remit those deductions to the Association unless prohibited from doing so by operation of law; provided that any employee in the unit may terminate such Union dues deductions by notifying the Union in accordance with procedures specified in the Union's bylaws. In case of such notification, the Union shall provide the City's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after receipt of such notification.

SECTION II. Scope of Representation:

- A. Employees Group shall have the right of representing its members in all matters relating to employment conditions and employee/employer relations; including, but not limited to wages, hours and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity by law or executive order.
- B. Representatives of City shall meet and confer in good faith with representatives of the Employees Group regarding wages, hours and other terms and conditions of employment.
- C. Any further procedures, implementations, definitions or clarifications of rights of affected parties shall be established by City and Employees Group in accordance with State law.

SECTION III. Management Rights:

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

- A. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City's activities are conducted, managed, and administered, and it is the exclusive right of the City to establish and maintain departmental rules and procedures for the administration of its departments. The City shall comply with the meet and confer requirements of the Meyers-Milias-Brown Act.
- B. The City has the exclusive right and authority to establish a workweek and to schedule work and/or overtime work as required by the City.
- C. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- D. The appointing authority reserves the right to direct employees, including the right to hire, promote, discipline or discharge employees as set forth in the Personnel Rules. The City reserves the right to lay off personnel of the City at any time.
- E. The City shall determine assignments, and establish methods and processes by which assignments are performed.
- F. The City shall have the exclusive right to transfer employees within departments and to positions outside a department in a manner, which best meets the needs of the City in accordance with all otherwise applicable rules, such as the Personnel Rules.
- G. The City shall determine policy affecting the selection or training of new employees. The City shall determine policy affecting the on-going training and certification of employees, as applicable.
- H. The City shall have the right to establish and enforce employee performance standards.
- I. The City shall determine the safety, health, and property protection measures for the City.
- J. The City shall have the right to introduce new, improved or different methods and techniques of operation or a change in existing methods and techniques.
- K. The City shall determine the amount of supervision necessary.

- L. The City shall have the authority to effect reorganizations and reallocation of work of the City, including the determination of the size and organizational structure of departments and the determination of the job classification and ranks based upon assigned duties.

- M. The City has the right to contract for matters relating to municipal operations in accordance with government Code Sections 53060 and 3500-3510. The right of contracting or subcontracting is vested exclusively in the City. The City agrees to meet and confer with the Association pursuant to the requirements of the MMBA.

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

Employees Group agrees, on behalf of itself and each of its members, that neither Employees Group nor its members shall engage in a strike, work stoppage or slowdown, or shall use sick leave as a method of not reporting as assigned for regular work schedule.

In the event of any dispute between Employees Group and/or its members and City, the parties agree to utilize the here-established procedures for resolving such dispute.

In the event that State or Federal law changes regarding a City employee's right to strike, the City agrees to meet and confer on such change within thirty (30) days of the effective date of the change.

SECTION V. Field Services Group Rights:

- A. Employees Group has the right to designate employee representatives and alternate representatives. Employees Group shall advise office Director of Human Resources as to its designees.

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

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

SECTION VI. Proximity to Work:

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

ARTICLE II - COMPENSATION

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

A. Salary:

Effective July 3, 2021, the City will provide a two percent (2%) salary adjustment to all unit employees (except Sewer and Water Services Technician Series).

Effective July 3, 2021, the City will provide a two and half percent (2.5%) salary adjustment to the Sewer Services Technician series.

Effective July 3, 2021, the City will provide a four percent (4%) salary adjustment to the Water Services Technician series.

Effective January 1, 2022, the City will provide a one percent (1%) salary adjustment to all unit employees in the group.

Effective July 2, 2022, the City will provide a two percent (2%) salary adjustment to all unit employees (except Sewer and Water Services Technician Series).

Effective July 2, 2022, the City will provide a two and half percent (2.5%) salary adjustment to the Sewer Services Technician series.

Effective July 2, 2022, the City will provide a four percent (4%) salary adjustment to the Water Services Technician series.

B. One-time Adjustment:

Effective upon City Council approval and by June 30, 2021, the City will provide a one-time lump sum pay adjustment of \$2,500 to all full-time employees. Employees hired on or after June 18, 2021 will not be eligible for the lump sum payment.

Prior to June 30, 2022, the City will provide a one-time lump sum pay adjustment of \$2,500 to all full-time employees. Employees hired on or after June 17, 2022 will not be eligible for the lump sum payment.

SECTION II. Extra Duties:

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

SECTION III. Hazard Homeless Encampment Team:

Employees of the streets and refuse division who are identified and pre-assigned by their supervisor to work at clearing homeless encampments will receive a check for the amount of \$500 payable in the first pay period in December. Employees of the parks division will receive \$250 in the first pay period in December. New hired employees with less than twelve months on the job, but more than six months, will be paid one-twelfth (1/12) of \$500 or \$250 for each full month of satisfactory service. Any employee who separates from service in good standing will be paid a pro-rata share of one-twelfth (1/12) of \$500 or \$250 for each month employed and assigned to the homeless encampments. This pay will be in effect from July 1, 2021 through June 30, 2023. After the term of this MOU, this provision will be removed unless renegotiated.

SECTION IV. Certification Pay:

For those courses required for certification because of state regulations, employees required to attend school will be paid at the prevailing minimum wage for those hours of actual class attendance outside of scheduled working hours while acquiring these certificates.

Senior Workers (M-70) will be paid \$125.00 per month for the following required certifications: Pest Control Advisor’s Certification; Water Treatment II Certification. Employees will receive the extra pay only if the certification is required of their position, and only when the employee provides proof of certification.

Employees in the Water and Sewer divisions will be eligible for the following certification incentive pay:

Water Division Employees
Water Distribution System Operator Certification

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

Water Treatment System Operator Certification

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

Employees regularly assigned and working in the Water division are eligible for \$125 per month incentive pay for one of the above certifications (distribution or treatment), or are eligible for a maximum of \$175 per month incentive pay for two certifications (one in distribution and one in treatment). If an employee is promoted to a position that requires a higher-grade certification, then the employee will no longer receive the certification incentive pay until such time as he/she attains the higher grade eligible in their new classification.

Sewer Division Employees:

California Water Environment Association (CWEA) Certification

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

Employees regularly assigned and working in the Sewer division are eligible for \$125 per month incentive pay for one of the above certifications. If an employee is promoted to a position that requires a higher-grade certification, then the employee will no longer receive the certification incentive pay until such time as he/she attains the higher grade eligible in their new classification.

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

Employees in the classifications of equipment mechanic, senior equipment mechanic, and assistant fleet coordinator shall receive \$75 per month for each of the two ASE Master Level Mechanic Certifications (Master Level Heavy Truck and Master Level Automotive). Certification compensation shall only continue as long as the certificate is valid and maintained.

SECTION V. Overtime:

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

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

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

A. Scheduled Overtime:

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

B. Unscheduled Overtime:

Unscheduled overtime are any hours worked for an unscheduled event or request to work made to the employee outside of the timeframe described under scheduled overtime. These are generally responses made by standby duty personnel, or employees called by the standby duty personnel, to events of an emergency nature, or requiring an immediate response. Any employee called out to work an unscheduled event shall be compensated at a minimum of two hours at 1.5 times the employee's hourly rate. If the assignment takes over two hours in length, then the employee will be compensated for the actual time worked at either 1.5 times the employee's hourly rate, or the applicable overtime rate (straight time up to 40 hours in a work week).

C. Holiday Call-Out:

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

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

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

SECTION VI. COMPENSATORY TIME

In lieu of receiving overtime pay pursuant to Section II – Overtime in the MOU, full time employees may elect to accrue up to 120 hours of compensatory time. The maximum compensatory time accrual shall be capped at 120 hours.

An employee may use such compensatory time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt the operations of the department.

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

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

1. The Public Works Director or the designated supervisor will determine if an employee is qualified to perform stand by duty. The criteria for determining which employees are qualified for standby duty are based on the following:
 - Knowledge of duties/demonstrated ability to perform tasks
 - Independent judgment/ability to make sound decisions
 - Excessive unexcused sick leave usage
 - Ability to arrive to the City within 30 minutes
 - Experience in City/familiarity with City systems and operations
 - Knowledge of safety procedures and proper traffic delineation
2. While on stand-by duty, the employee shall be available to do the following:
 - Be capable of responding immediately to calls for service
 - Remain within 30 minutes from their work station
 - Refrain from activities which might impair their ability to perform assigned tasks
 - Be reachable by telephone or beeper
3. Qualified employees will not be eligible to take standby duty if the employee leaves work sooner than 2 hours before the end of the work day, does not attend work because of an illness, or is on leave. An employee will be eligible to resume standby duty after the employee returns to regular duty.

B. Definitions:

Standby Duty: Standby duty is when qualified personnel are designated to be on-call and prepared to respond to a call for service after normal work hours, on weekends, and holidays. The employee is to acknowledge to the City within ten minutes of receiving the call, and the employee is to respond/report to the incident location, or

City Yard within 30 minutes of acknowledging the call. The duty person will be assigned a vehicle to utilize for travel to any call outs received. In addition, personnel are allowed to travel in the City vehicle from their worksite to and from their residence the time they are assigned standby duty. The vehicle shall not be utilized for any other purposes than those identified above. Standby hours will be compensated at the employee's straight time hourly rate.

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

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

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

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

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

SECTION VIII. Uniforms/Tools:

A. Uniforms:

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

The value of uniform allowance shall be reported to CalPERS as pensionable compensation on behalf of all eligible employees in accordance with applicable PERS requirements and pursuant to the Public Employees' Pension Reform Act (PEPRA).

B. Safety Shoes:

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

The City shall reimburse each eligible member \$275 per year for the purchase of required safety shoes and safety shoe-related items. All such reimbursement shall be on a use or lose basis and shall be provided upon submittal of receipts.

C. Tools:

The City shall pay mechanics and equipment service workers, who are required to provide their own tools, a tool allowance of eight hundred (\$800.00) dollars per year, payable in August, to employees in these classifications.

ARTICLE III LEAVES

SECTION I. Vacation

A. Vacation Accrual:

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

Years of Continuous Service	Hours of Vacation Accrued (bi-weekly)	Annual Accrual	Maximum Accrual
1 through 4 years	3.08	80 hours	160 hours
5 through 10 years	4.62	120 hours	240 hours
11 through 15 years	5.24	136 hours	272 hours
16 through 20 years	6.15	160 hours	320 hours
21 years and above	6.77	176 hours	352 hours

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

B. Vacation Use:

Vacation leave requests shall be submitted for approval to the employee's supervisor in an amount of time in advance that is equal to the amount of time being requested off, except that there will be a minimum of 72 hours' notice for all time off requested of less than three days. Emergency requests for time off will be considered and at the discretion of the supervisor based on operational needs. An overtime shift worked by an employee in a call-out situation that results in the immediate use of vacation time shall not be subject to the 72 hour provision.

Employees requesting time off will not be permitted to be Absent Without Pay (AWOP) if they have eligible vacation and/or compensatory leave available, unless there are

extenuating circumstances, which are presented in writing and approved, in advance, by the Department Director.

C. Vacation Buy-Back:

Employees may buy back up to a maximum of 80 hours of vacation in a fiscal year, provided the employee uses an equivalent number of hours of vacation as time off (i.e., one hour of vacation time off for one hour of vacation buy back) during the same fiscal year. Employees who do not use the required number of vacation hours as time off by the end of the fiscal year will not be permitted to buy back any additional hours until they have used the required number of hours as time off.

SECTION II. Sick Leave

A. Accrual

Every full-time, regular and probationary employee shall accrue sick leave time at the rate of 96 hours per year, 3.70 hours per pay period, or eight (8) hours for each calendar month of continuous service. Sick leave may only be granted by the recommendation of the appointing authority and not to be considered as a privilege that an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability. There shall be no limit on the amount that can be accumulated.

B. Accumulated Sick Leave Payoff at Termination

Employees hired on or after January 1, 1983 will have a maximum accumulation of 480 hours of sick leave for payoff purposes. Upon completion of five years of continuous service, will be eligible for a 25 percent payoff upon termination from service.

C. Use

Employees may use of their accrued if they are a victim of domestic violence, sexual assault, or stalking to obtain any relief or services related to being such a victim, including but not limited to:

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

- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

D. Family Attendance

Employees may use up to half of their accrued sick leave (48 hours) per year for care of immediate family member. Family sick leave will include the following family members:

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

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

E. Sick Leave Conversion

Employees with five (5) years' service with City may substitute 25 percent of their annual unused sick leave for an equal amount of vacation time. Employees shall make such written determination in January of each year, on an appropriate form provided by City. The additional vacation may be taken as individual days added on to an employee's vacation, subject to approval of the employee's department head. The remaining unused sick leave shall remain in reserve for the employee's use when sick or injured, however, the employee will receive no percentage of this unused sick leave upon termination.

SECTION III. Bereavement Leave

Up to three days off per fiscal year per family member with pay as bereavement leave in the case of the death or imminent death of the eligible employee's father, step father, father-in-law, mother, step mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, child, step child, grandchild, and grandparent. These hours shall not be eligible to be carried forward beyond the fiscal year. The city reserves the right to require reasonable verification of the need for such leave.

SECTION IV: Holiday Schedule:

A. Holidays: The following is the holiday schedule for Employees Group:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (Third Monday in January)
3. Washington's Birthday (Third Monday in February)
4. Memorial Day (Fourth Monday in May)
5. Independence Day (July 4)
6. Labor Day (First Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (As proclaimed by the State or Governor)
9. The day following Thanksgiving Day
10. Christmas Day
11. Floating Holiday (Either the first working day before Christmas or the first working day before New Year's Day)

Holidays will be compensated at the same number of hours an employee works in a workday.

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

B. Personal Leave:

Employees will receive 18 hours per fiscal year personal leave each year. An employee is not eligible for personal days during probation. Personal days do not carry over from year to year and require prior department approval, which will not be unreasonably withheld.

ARTICLE IV BENEFITS

SECTION I. Health Insurance:

A. City Insurance Contribution:

Effective December 1, 2021, the City will increase its current insurance contribution by \$50 per month to a maximum of \$1,500 per month on a use or lose basis.

Effective December 1, 2022, the City will increase its current insurance contribution by \$50 per month to a maximum of \$1,550 per month on a use or lose basis.

B. Dental Insurance:

The City will provide members access to a dental insurance plan. Employees and their qualified family members may enroll in a City sponsored dental insurance plan.

Any required premiums for dental insurance plan must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

C. Vision Insurance:

The City will provide a vision insurance plan. Employees and their qualified family members may enroll in a City sponsored vision plan.

Any required premiums for vision insurance must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

D. Life Insurance:

The City requires all members to carry a minimum of \$2,000 life insurance. Any required premiums for life insurance must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

E. Opt-Out Provision:

Employees who provide the City with satisfactory proof of alternate group health coverage comparable to the City's offered health insurance plans can decline, in writing each open enrollment period, coverage on the City's medical insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out Arrangement.

Effective December 1, 2021, Opt-out contribution of the medical plan will be \$200 per month which shall constitute the maximum monthly City contribution to that employee for the opt-out bonus and all other benefits required and/or those that are optional.

Effective December 1, 2022, Opt-out contribution of the medical plan will be \$210 per month which shall constitute the maximum monthly City contribution to that employee for the opt-out bonus and all other benefits required and/or those that are optional.

SECTION II. RETIREMENT:

The City contracts with the Public Employees' Retirement System for administration of the retirement program.

A. Retirement Formula for Miscellaneous Employees

Tier 1 – (Classic) Employees hired on or before January 13, 2012 (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA):

- 2% @ 55 formula
- Retirement calculations based upon single highest year.

Tier 2 – "Classic" Employees hired on or after January 14, 2012 (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA)

- 2% @ 60 formula
- Retirement calculations based on highest three continuous years average

Tier 3 – (PEPRA) Employees hired on or after January 1, 2013 who are defined as "new members" under the PEPRA at Government Code section 7522.20(a).

- 2% @ 62 formula
- Retirement calculations based on highest three continuous years average

B. Contributions

- 1) "Classic" PERS membership employees subject to the 2% @ 55 and 2% @60 formulas pay the seven percent (7%) member contribution.
- 2) PEPRA membership employees subject to the 2% @62 formula pay the statutorily mandated employee contribution rate of one half of the total normal cost.
- 3) Effective July 7, 2018, all Tier 1, Tier 2 and Tier 3 employees shall pay an additional one percent (1%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code Section 20516(f) for a total of eight percent (8%) for "Classic" Tier 1 and Tier 2 members and the statutorily mandated 50% of the normal cost plus an additional one percent (1%) for Tier 3 PEPRA members.

C. Retiree Health Savings Plan

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

ARTICLE IV GENERAL PROVISIONS

SECTION I. Rest Breaks:

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

- A. Each employee shall receive a rest break of fifteen (15) minutes at approximately the middle of every four (4) hours of work not broken by a meal period.
- B. The time for employee rest breaks shall be scheduled by each supervisor with appropriate regard for the workload.
- C. Time spent on rest breaks will be compensated as working time and employees are not required to sign out and in on their time cards.
- D. Unless otherwise approved by the department head, rest breaks must be taken on the employer's premises with the exception of Police, Fire and Field personnel.

- E. Employees on rest breaks are not permitted to interfere with fellow employees who are continuing to work.
- F. No food or beverage is permitted in the public areas of City buildings during rest breaks.
- G. Employees who choose to remain at work during rest breaks will not be entitled to leave before the normal quitting time or to combine their break time with the lunch period.
- H. Employees abusing the rest break privileges specified by this policy are subject to disciplinary action.

SECTION II. Nondiscrimination Clause:

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

SECTION III. Safety Clause:

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

SECTION IV. Personnel Manual:

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

Association and City agree to continue coalition meet and confer to revise and clarify the City's Personnel Rules.

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

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

SECTION VI. Scope of this Memorandum of Understanding:

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

SECTION VII. Work Week:

- A. A modified work week has been enforced since 1981-82. This modified work week has covered the period of time from the beginning of daylight savings time until the end of daylight savings time. It is being extended to the month preceding daylight savings time and the month following daylight savings time, for a total of eight months. Starting time will be the same the year around.
- B. Employees will work a 9/80 work schedule all year, unless otherwise authorized and approved by the department director.

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

- A. The City and Employees Group agree to the following: Remove Sections 301.2 (9) and 303.2 (16), from the Personnel Rules and Regulations, which allow for a Skelly hearing for promotional probationary employees.
- B. City will meet and confer with the bargaining unit regarding the impacts associated with layoffs of employees in the bargaining unit. Layoff Procedures shall be according to the City's existing Personnel Rules.

SECTION IX. Separability:

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

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

EXECUTED this 15th day of June, 2021 in the City of La Habra, California.

CITY OF LA HABRA

FIELD SERVICES EMPLOYEE GROUP
OF THE CITY OF LA HABRA

By: *Elicia Maldonado*

By: *[Signature]*

By: *[Signature]*

By: *[Signature]*

By: *[Signature]*

FIELD SERVICES EMPLOYEE GROUP

HOURLY BASE RATE

EXHIBIT "A" CONTINUED

EFFECTIVE JULY 2, 2021

START AFTER MERIT + ONE YEAR

RATE 6 MOS -----IN PRIOR STEP-----

RANGE STEP A STEP B STEP C STEP D STEP E STEP F STEP G STEP H

	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
FLEET COORDINATOR	M-95	26.116	27.422	28.793	30.233	31.744	33.331	34.998	36.748
BLDG MAINTENANCE WORKER	M-60	20.716	21.752	22.840	23.982	25.181	26.440	27.762	29.150
EQUIPMENT MECHANIC	M-80	22.609	23.740	24.927	26.173	27.482	28.856	30.299	31.814
MAINTENANCE LABORER	M-20	16.833	17.675	18.558	19.486	20.461	21.484	22.558	23.686
MECHANIC TRAINEE	M-20A	15.562	16.340	17.157	18.015	18.916	19.862	20.855	21.897
SENIOR EQUIPMENT MECHANIC	M-85	23.742	24.929	26.175	27.484	28.858	30.301	31.816	33.407
SENIOR SERVICE WORKER	M-70	22.698	23.833	25.025	26.276	27.590	28.969	30.418	31.938
SERVICE WORKER	M-40	19.409	20.379	21.398	22.468	23.591	24.771	26.009	27.310
SERVICE WORKER II	M-60A	20.716	21.752	22.840	23.982	25.181	26.440	27.762	29.150
SEWER SERVICES TECHNICIAN III	M-40S	20.268	21.282	22.346	23.463	24.636	25.868	27.162	28.520
SEWER SERVICES TECHNICIAN V	M-93S	24.414	25.635	26.917	28.263	29.676	31.160	32.718	34.354
WATER SERVICES TECHNICIAN I	M-20W	20.230	21.242	22.304	23.419	24.590	25.819	27.110	28.466
WATER SERVICES TECHNICIAN II	M-30W	22.167	23.275	24.439	25.661	26.944	28.291	29.705	31.191
WATER SERVICES TECHNICIAN III	M-40W	23.326	24.492	25.717	27.003	28.353	29.771	31.259	32.822
WATER SERVICES TECHNICIAN IV	M-60W	23.960	25.157	26.415	27.736	29.123	30.579	32.108	33.713
WATER SERVICES TECHNICIAN V	M-93W	27.546	28.924	30.370	31.888	33.483	35.157	36.915	38.761

FIELD SERVICES EMPLOYEE GROUP

HOURLY BASE RATE

EXHIBIT "A" CONTINUED

EFFECTIVE JANUARY 1, 2022

START AFTER MERIT + ONE YEAR

RATE 6 MOS -----IN PRIOR STEP-----

RANGE STEP A STEP B STEP C STEP D STEP E STEP F STEP G STEP H

	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
FLEET COORDINATOR	M-95	26.377	27.696	29.081	30.535	32.062	33.665	35.348	37.115
BLDG MAINTENANCE WORKER	M-60	20.923	21.969	23.068	24.221	25.432	26.704	28.039	29.441
EQUIPMENT MECHANIC	M-80	22.835	23.977	25.176	26.434	27.756	29.144	30.601	32.131
MAINTENANCE LABORER	M-20	17.001	17.851	18.744	19.681	20.665	21.698	22.783	23.923
MECHANIC TRAINEE	M-20A	15.718	16.504	17.329	18.195	19.105	20.060	21.063	22.116
SENIOR EQUIPMENT MECHANIC	M-85	23.979	25.178	26.437	27.759	29.147	30.604	32.135	33.741
SENIOR SERVICE WORKER	M-70	22.925	24.071	25.275	26.539	27.865	29.259	30.722	32.258
SERVICE WORKER	M-40	19.603	20.583	21.612	22.693	23.828	25.019	26.270	27.584
SERVICE WORKER II	M-60A	20.923	21.969	23.068	24.221	25.432	26.704	28.039	29.441
SEWER SERVICES TECHNICIAN III	M-40S	20.471	21.494	22.569	23.697	24.882	26.126	27.433	28.804
SEWER SERVICES TECHNICIAN V	M-93S	24.658	25.891	27.186	28.545	29.972	31.471	33.044	34.696
WATER SERVICES TECHNICIAN I	M-20W	20.432	21.454	22.527	23.653	24.836	26.077	27.381	28.750
WATER SERVICES TECHNICIAN II	M-30W	22.389	23.508	24.684	25.918	27.214	28.574	30.003	31.503
WATER SERVICES TECHNICIAN III	M-40W	23.559	24.737	25.974	27.273	28.636	30.068	31.572	33.150
WATER SERVICES TECHNICIAN IV	M-60W	24.200	25.410	26.680	28.014	29.415	30.886	32.430	34.051
WATER SERVICES TECHNICIAN V	M-93W	27.821	29.213	30.673	32.207	33.817	35.508	37.283	39.148

FIELD SERVICES EMPLOYEE GROUP

HOURLY BASE RATE

EXHIBIT "A" CONTINUED

EFFECTIVE JULY 2, 2022

START AFTER MERIT + ONE YEAR

RATE 6 MOS -----IN PRIOR STEP-----

RANGE STEP A STEP B STEP C STEP D STEP E STEP F STEP G STEP H

	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
FLEET COORDINATOR	M-95	26.905	28.250	29.662	31.145	32.703	34.338	36.055	37.857
BLDG MAINTENANCE WORKER	M-60	21.341	22.409	23.529	24.705	25.941	27.238	28.600	30.030
EQUIPMENT MECHANIC	M-80	23.292	24.456	25.679	26.963	28.311	29.727	31.213	32.774
MAINTENANCE LABORER	M-20	17.341	18.208	19.118	20.074	21.078	22.132	23.239	24.401
MECHANIC TRAINEE	M-20A	16.032	16.834	17.676	18.559	19.487	20.462	21.485	22.559
SENIOR EQUIPMENT MECHANIC	M-85	24.459	25.682	26.966	28.314	29.730	31.216	32.777	34.416
SENIOR SERVICE WORKER	M-70	23.384	24.553	25.780	27.069	28.423	29.844	31.336	32.903
SERVICE WORKER	M-40	19.995	20.995	22.045	23.147	24.304	25.519	26.795	28.135
SERVICE WORKER II	M-60A	21.341	22.409	23.529	24.705	25.941	27.238	28.600	30.030
SEWER SERVICES TECHNICIAN III	M-40S	20.983	22.032	23.134	24.290	25.505	26.780	28.119	29.525
SEWER SERVICES TECHNICIAN V	M-93S	25.274	26.538	27.865	29.258	30.721	32.257	33.870	35.564
WATER SERVICES TECHNICIAN I	M-20W	21.249	22.312	23.427	24.599	25.829	27.120	28.476	29.900
WATER SERVICES TECHNICIAN II	M-30W	23.285	24.449	25.671	26.955	28.303	29.718	31.204	32.764
WATER SERVICES TECHNICIAN III	M-40W	24.501	25.726	27.013	28.363	29.782	31.271	32.834	34.476
WATER SERVICES TECHNICIAN IV	M-60W	25.168	26.426	27.748	29.135	30.592	32.121	33.728	35.414
WATER SERVICES TECHNICIAN V	M-93W	28.934	30.381	31.900	33.495	35.169	36.928	38.774	40.713

Exhibit "B"

GRIEVANCE PROCEDURE

A. GENERAL

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

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

5. Grievances pertaining to suspension, or discharges, and grievances which allege an effect upon employees of more than one (1) unit or division shall be filed at the Step 2 level. All other grievance shall be filed at Step 1.
6. The City shall provide forms and/or documents to be utilized under this procedure.
7. Employer grievances shall be filed with the employee association/union at Step 3.
8. Appeals to higher steps will be made by the dissatisfied party in writing stating reason for appeal.

B. STEPS OF GRIEVANCE PROCEDURE

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

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

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

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

C. PROCEDURES FOR STEP 4 – THIRD PARTY HEARING

1. The City Manager or his designee and the employee's representative shall request a panel of 5 hearing officers from the California Mediation and Conciliation Service. A single hearing officer will be selected from this panel by means of alternate striking off. Other methods of determining a hearing officer are acceptable if mutually agreeable.
2. All expenses and compensation of the hearing officer shall be shared equally by the parties after approval of City Council.
3. The hearing officer shall commence the hearing as soon as practicable.
4. Each party to the dispute shall have an opportunity to present material and relevant evidence and to subpoena and cross examine witnesses.
5. When the hearing officer ascertains that the hearing has been completed, he shall issue a report to the City Manager of findings and recommendations as soon as possible (30 days maximum). All recommendations shall be advisory.
6. The hearing officer shall not have the power to add, to modify, amend or delete any terms or provisions of M.O.U.'s rules, regulations, ordinances or resolutions.
7. The City Manager shall make final determination and communicate such determination to the grievant (or their representative) and to the Department Head.

Exhibit "C"

LAYOFF

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

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

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