



## **CITY COUNCIL AGENDA**

### **A Regular Meeting of the La Mesa City Council**

**Tuesday, July 12, 2016**

**4:00 p.m.**

**City Council Chambers  
La Mesa City Hall  
8130 Allison Avenue  
La Mesa, California**

**Mark Arapostathis, Mayor  
Bill Baber, Vice Mayor  
Ruth Sterling, Councilmember  
Kristine Alessio, Councilmember  
Guy McWhirter, Councilmember**

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#### **ROLL CALL**

#### **INVOCATION - COUNCILMEMBER MCWHIRTER**

#### **PLEDGE OF ALLEGIANCE**

#### **REPORT FROM CLOSED SESSION - CITY ATTORNEY**

#### **CITY MANAGER COMMENTS**

#### **COMMUNITY BULLETIN REPORTS**

#### **PRESENTATIONS**

### **PROCLAIMING JULY 2016 AS PARKS AND RECREATION MONTH**

**COMMENDING SOPHIA PRUDEN FOR BEING NAMED STUDENT OF THE YEAR BY THE LEUKEMIA AND LYMPHOMA SOCIETY**

**ADDITIONS AND/OR DELETIONS TO THE AGENDA**

**PUBLIC COMMENTS - (TOTAL TIME - 15 MINUTES)**

NOTE: In accordance with state law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take any action on the item at this meeting. If appropriate, the item will be referred to Staff or placed on a future agenda.

**CONSENT CALENDAR**

(Items 1 through 5)

The Consent Calendar includes items previously considered by the Council. Unless discussion is requested by members of the Council or audience, all Consent Calendar items may be approved by one motion.

**1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING**

**2. APPROVAL OF MINUTES OF A SPECIAL MEETING AND A REGULAR MEETING HELD MAY 24, 2016; AND A REGULAR MEETING HELD JUNE 14, 2016**

Documents:

[ITEM 2.PDF](#)

**3. RESOLUTION AWARDDING A CONTRACT FOR SPECIALIZED PROFESSIONAL SERVICES TO RICK ENGINEERING COMPANY FOR THE DESIGN OF VISTA LA MESA PARK IMPROVEMENTS**

Staff Reference: Mr. Humora

Documents:

[ITEM 3.PDF](#)

**4. RESOLUTION AWARDDING A CONSTRUCTION CONTRACT FOR BID 16-05, THE ALVARADO CHANNEL GRADING AND LANDSCAPING SUPPLEMENTAL ENVIRONMENTAL PROJECT TO BLUE PACIFIC ENGINEERING AND CONSTRUCTION**

Staff Reference: Mr. Humora

Documents:

[ITEM 4.PDF](#)

**5. ADOPTION OF RESOLUTIONS PERTAINING TO EMPLOYEE GROUPS**

**A. RESOLUTION APPROVING THE 2016-2018 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA MESA AND LA MESA POLICE OFFICERS' ASSOCIATION;**

**B. RESOLUTION APPROVING THE 2016-2018 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA MESA AND THE LA**

**MESA CITY EMPLOYEES' ASSOCIATION;**

**C. RESOLUTION AUTHORIZING UNREPRESENTED EMPLOYEES SALARY, BENEFIT AND CAFETERIA PLAN TERM CHANGES; AND**

**D. RESOLUTION APPROVING THE CITY OF LA MESA COMPENSATION PLANS FOR FY 2016-2017 AND FY 2017-2018 LISTING POSITIONS, SALARY RANGES/BANDS AND PAY STEPS**

Staff Reference: Ms. Garrett

Documents:

[ITEM 5.PDF](#)

**BOARD AND COMMISSION APPOINTMENTS**

**6. APPOINTMENT OF APPLICANTS TO CITY OF LA MESA BOARDS AND COMMISSIONS**

Staff recommends the Council appoint members to fill the openings on the City's boards and commissions, and adopt the resolution confirming the appointments.

Staff Reference: Ms. Kennedy

Documents:

[ITEM 6.PDF](#)

**COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)**

**AB 1234 REPORTS (GC 53232.3(D))**

**5:00 P.M.**

**HEARING**

**7. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA CONFIRMING THE REPORT WITH THE FINAL DETERMINATION OF SEWER SERVICE CHARGES FOR FISCAL YEAR 2017 TO BE COLLECTED ON THE COUNTY PROPERTY TAX ROLL AND DIRECTING THE CITY CLERK TO FORWARD A CERTIFIED COPY OF THIS RESOLUTION, TOGETHER WITH A COPY OF THE REPORT TO THE OFFICE OF THE SAN DIEGO COUNTY AUDITOR**

Staff recommends the Council adopt the resolution approving the sewer charge amount for each parcel as described in the fiscal year 2017 sewer charge report and authorize the City Clerk to submit the sewer charge for each parcel to the County Auditor for collection on the 2016-2017 property tax bills.

Staff Reference: Mr. Humora

Documents:

[ITEM 7.PDF](#)

CITY ATTORNEY REMARKS

ADJOURNMENT

Minutes of a Special Meeting of the La Mesa City Council  
Tuesday, May 24, 2016 at 5:00 p.m.  
City Manager's Conference Room, 8130 Allison Avenue, La Mesa, California

Mayor Arapostathis called the meeting to order at 5:00 p.m.

ROLL CALL:

**PRESENT:** Mayor Arapostathis; Vice Mayor Baber; Councilmembers Alessio, McWhirter and Sterling.

**ABSENT:** None.

**STAFF:** City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett.

PUBLIC COMMENTS

There were no comments.

Mayor Arapostathis adjourned the meeting to Closed Session at 5:00 p.m.

CLOSED SESSION

- CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6**  
 Agency Negotiator: Ms. Freeman  
 Employee Organizations  
 La Mesa Police Officers' Association  
 La Mesa Firefighters' Local #4759  
 La Mesa City Employees Association

The meeting reconvened at 6:00 p.m. with all members present.

City Attorney Sabine announced there were no reportable actions on the negotiated item.

ADJOURNMENT

Mayor Arapostathis adjourned the meeting at 6:00 p.m.

Sarah Waller-Bullock  
Deputy City Clerk

Minutes of a Regular Meeting of the La Mesa City Council  
Tuesday, May 24, 2016 at 6:00 p.m.  
City Council Chambers, 8130 Allison Avenue, La Mesa, California

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Mayor Arapostathis called the meeting to order at 6:06 p.m.

**ROLL CALL:**

**PRESENT:** Mayor Arapostathis; Vice Mayor Baber; Councilmembers Alessio, McWhirter and Sterling.

**ABSENT:** None.

**STAFF:** City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett.

**INVOCATION – COUNCILMEMBER ALESSIO**

**PLEDGE OF ALLEGIANCE**

**REPORT FROM CLOSED SESSION – CITY ATTORNEY**

City Attorney Sabine announced there were no reportable actions on the negotiated item.

**CITY MANAGER COMMENTS**

There were no comments.

**COMMUNITY BULLETIN REPORTS**

The Mayor and Council made announcements and reported on various events taking place in the City. No action was taken.

Councilmember Alessio announced she had a prior commitment and would be leaving the meeting early.

**PRESENTATION**

**PRESENTATION OF THE SCHOOL SAFETY PATROL AWARDS – MAYOR ARAPOSTATHIS**

Mayor Arapostathis, Chief Vasquez and Community Services Officer Estill presented the Safety Patrol Awards.

**ADDITIONS AND/OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**PUBLIC COMMENTS**

Mr. Russell Buckley, La Mesa, spoke regarding the current labor negotiations and asked the Council to consider the taxpayers during the negotiations.

Ms. Jean Costa, La Mesa, representing San Diego 350, expressed her concerns about the slow progress of the draft Climate Action Plan. Ms. Costa suggested a workshop be scheduled for interested residents to review the updated draft Plan, and requested a status report on the Plan be placed on an agenda in June.

Mr. David Harris, La Mesa, also representing San Diego 350, gave a brief overview of the purpose of the organization. Mr. Harris also expressed his concerns with the draft Climate Action Plan. He said the Plan needed a timeline for implementation and should include community choice energy as a key strategy. He requested the City Council schedule a presentation on community choice energy in the near future.

**CONSENT CALENDAR**  
**(Items 1 through 6)**

1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

Approved.

2. RATIFICATION OF THE DESIGN REVIEW BOARD'S APPROVAL OF DRB 16-03 (CAMPAGNA) – FOR A PROPOSED COMMERCIAL BUILDING (STARBUCKS) INCLUDING A DRIVE THRU AND OUTDOOR SEATING AREA AT 7330-7354 UNIVERSITY AVENUE. THE SITE IS SPLIT ZONED WITH THE WESTERLY PORTION ZONED C-D-F-MU (GENERAL COMMERCIAL / URBAN DESIGN OVERLAY / FLOODWAY OVERLAY/ MIXED-USE OVERLAY) AND THE EASTERLY PORTION ZONED RB-D-MU (RESIDENTIAL BUSINESS / URBAN DESIGN OVERLAY / MIXED-USE OVERLAY)

Ratified.

3. RESOLUTION ADOPTING AN AMENDMENT TO THE 2014 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS

Resolution No. 2016-031 was adopted.

4. RESOLUTION AUTHORIZING THE TRANSFER OF PERSONNEL FUNDS TO EQUIPMENT REPLACEMENT IN THE FY 15/16 DOWNTOWN VILLAGE STREETScape MAINTENANCE DIVISION

Resolution No. 2016-032 was adopted.

CONSENT CALENDAR – Continued

- 5. RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE FY 2015 AND FY 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM GRANT FUNDS

Resolution No. 2016-033 was adopted.

- 6. RESOLUTION AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF THE COPS SUPPLEMENTAL LAW ENFORCEMENT FUNDS FOR THE PURCHASE AND INSTALLATION OF IMPROVED SURVEILLANCE MONITORING AND STORAGE EQUIPMENT IN THE POLICE DEPARTMENT

Resolution No. 2016-034 was adopted.

**ACTION:** Motioned by Councilmember Sterling and seconded by Councilmember Alessio to approve Consent Calendar items 1 through 6.

**Vote:** 5-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling

**No:** None

**Abstained:** None

**Absent:** None

Motion passed.

Councilmember Alessio left the meeting at 6:32 p.m.

STAFF REPORT

- 7. CONSENSUS FOR USE OF CITY RESOURCES FOR EVENT PRODUCTION, AN AGREEMENT BETWEEN THE CITY OF LA MESA AND JUMP'N JACK FLASH ENTERTAINMENT AND PRODUCTIONS, AND RESOLUTION TEMPORARILY CLOSING A PORTION OF LA MESA CITY STREETS FOR THE 2016 CITY OF LA MESA CLASSIC CAR SHOW

Assistant City Manager/Community Services Director Garrett spoke briefly about the proposed event and introduced Senior Management Analyst Dedmon.

Senior Management Analyst Dedmon provided a detailed overview of the proposed City sponsored event and explained the enhancements for this year's Car Show. Senior Management Analyst Dedmon said staff recommended the Council approve the use of City resources needed to produce the car show, an agreement with Jump'n Jack Flash Entertainment and Productions, and adopt a resolution to temporarily close a portion of La Mesa city streets for the 2016 City of La Mesa Classic Car Show.

Council questions and comments ensued.

**STAFF REPORT - Continued**

**ACTION:** Motioned by Mayor Arapostathis and seconded by Vice Mayor Baber to support staff's recommendations to approve the use of City resources needed to produce the car show, enter into an agreement with Jump'n Jack Flash Entertainment and Productions, and adopt the resolution to temporarily close a portion of La Mesa city streets for the 2016 City of La Mesa Classic Car Show. In addition, to direct staff to report back to the Council regarding the time frame on blocking off parking spaces for the Car Show.

**Vote:** 4-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember McWhirter and Councilmember Sterling

**No:** None

**Abstained:** None

**Absent:** Councilmember Alessio

Motion passed. Resolution No. 2016-035 was adopted.

**COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)**

The Mayor and Council reported on various outside board, commission and committee meetings they attended. No action was taken.

**AB 1234 REPORTS (GC 53232.3(d))**

There were no reports.

Mayor Arapostathis recessed the meeting at 6:49 p.m.

The meeting reconvened at 7:02 p.m. with Mayor Arapostathis, Vice Mayor Baber, Councilmember McWhirter and Councilmember Sterling present. Councilmember Alessio was absent.

**7:00 P.M.**

**PUBLIC COMMENTS – Continued**

Mayor Arapostathis shared a written comment and photographs taken of a new 13,000 square foot library in Alpine, that was submitted by Mr. John Schmitz, La Mesa.

**HEARINGS**

- 8. CONSIDERATION OF A RESOLUTION ADOPTING THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEARS 2017 THROUGH 2021

Notice of the hearing was given in accordance with legal requirements, and the hearing was held on the date and at the time specified in the notice.

**HEARINGS – Continued**

Public Works Director Humora made a presentation regarding the City's Regional Transportation Improvement Program (RTIP). Mr. Humora also discussed the proposed future projects and how TransNet funds would be used for street reconstruction and maintenance, drainage system improvements, and street lights and traffic signal improvements. Public Works Director Humora said staff recommended the Council adopt a resolution approving the fiscal year 2017 – fiscal year 2021 Regional Transportation Improvement Program and TransNet program of projects.

Following Council questions, Mayor Arapostathis opened the hearing and asked if anyone from the audience wished to speak.

**ACTION:** Motioned by Councilmember Baber and seconded by Mayor Arapostathis to close the hearing since there was no one in the audience who wished to speak.

**Vote:** 4-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember McWhirter and Councilmember Sterling  
**No:** None  
**Abstained:** None  
**Absent:** Councilmember Alessio

Motion passed.

**ACTION:** Motioned by Vice Mayor Baber and seconded by Councilmember Sterling to adopt the resolution approving the fiscal year 2017 – fiscal year 2021 Regional Transportation Improvement Plan and TransNet program of projects.

**Vote:** 4-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember McWhirter and Councilmember Sterling  
**No:** None  
**Abstained:** None  
**Absent:** Councilmember Alessio

Motion passed. Resolution 2016-036 was adopted.

**HEARING/ORDINANCE: FIRST READING**

**9. CONSIDERATION OF AN ORDINANCE ERRATA TO CHAPTER 24.04.050 OF THE LA MESA MUNICIPAL CODE RELATED TO OFF-STREET PARKING REQUIRED IN THE DOWNTOWN COMMERCIAL ZONE**

Notice of the hearing was given in accordance with legal requirements, and the hearing was held on the date and at the time specified in the notice.

HEARING/ORDINANCE: FIRST READING – Continued

Senior Planner Jacobs provided a brief overview of the Ordinances that were adopted in April 2015 regarding parking requirements for non-residential developments and transit oriented residential developments in the Downtown Commercial Zone. Senior Planner Jacobs explained the proposed Ordinance errata would correct and clarify the language in a footnote pertaining to transit oriented residential development. Senior Planner Jacobs said staff recommended the Council approve the introduction and first reading of the Ordinance errata.

Following Council questions, Mayor Arapostathis opened the hearing and asked if anyone from the audience wished to speak.

ACTION: Motioned by Councilmember McWhirter and seconded by Councilmember Baber to close the hearing since there was no one in the audience who wished to speak, and approve the introduction and first reading of an Ordinance Errata to Chapter 24.04.050 of the La Mesa Municipal Code related to off-street parking required in the downtown commercial zone.

City Attorney Sabine read the title of the Ordinance:

Vote: 4-0

Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember McWhirter and Councilmember Sterling

No: None

Abstained: None

Absent: Councilmember Alessio

Motion passed.

CITY ATTORNEY REMARKS

There were no remarks.

ADJOURNMENT

Mayor Arapostathis adjourned the meeting at 7:12 p.m.

Sarah Waller-Bullock  
Deputy City Clerk

Minutes of a Regular Meeting of the La Mesa City Council,  
a Special Meeting of the City of La Mesa Successor Agency and  
a Special Meeting of the La Mesa Public Financing Authority  
Tuesday, June 14, 2016 at 4:00 p.m.  
City Council Chambers, 8130 Allison Avenue, La Mesa, California

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Mayor Arapostathis called the meeting to order at 4:00 p.m.

**ROLL CALL: CITY COUNCIL**

**PRESENT:** Mayor Arapostathis; Councilmembers Alessio, McWhirter and Sterling.

**ABSENT:** Vice Mayor Baber

**STAFF:** City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett; City Clerk Kennedy.

**ROLL CALL: CITY OF LA MESA SUCCESSOR AGENCY**

**PRESENT:** Chairman Arapostathis; Agencymembers Alessio, McWhirter and Sterling.

**ABSENT:** Agencymember Baber.

**STAFF:** City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett; City Clerk Kennedy.

**ROLL CALL: LA MESA PUBLIC FINANCING AUTHORITY**

**PRESENT:** Chairman Arapostathis; Authority Members Alessio, McWhirter and Sterling.

**ABSENT:** Authority Member Baber.

**STAFF:** Executive Director Witt; General Counsel Sabine; Assistant City Manager Garrett; Secretary Kennedy.

**INVOCATION – VICE MAYOR BABER**

Mayor Arapostathis gave the invocation.

**PLEDGE OF ALLEGIANCE**

**CITY MANAGER COMMENTS**

There were no comments.

**COMMUNITY BULLETIN REPORTS**

The Mayor and Council made announcements and reported on various events taking place in the City. No action was taken.

Vice Mayor Baber arrived at the meeting at 4:06 p.m.

Councilmember Sterling requested staff to look into the creation of a La Mesa app to aid in the City's transparency. Councilmember Sterling said residents could touch the app to get building permits and complain about potholes. Councilmember Sterling said the app would be cost effective for the citizens and tie in with the new website.

## PRESENTATION

### RECOGNITION OF THE MAJOR DONORS TO THE FLAG DAY PARADE

Mayor Arapostathis and Councilmember Sterling presented Certificates of Appreciation to La Mesa resident Mr. Bob Duggan and Ms. Maggie Eggers, Senior Account Representative, representing EDCO Disposal Corporation, for their generous contributions to the Parade.

Barona Resort and Casino was also recognized for its generous support of the Parade.

## ADDITIONS AND/OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

## PUBLIC COMMENTS

Mr. Joe Mehuron, La Mesa, complained about the problem of parked cars blocking the placement of his trash cans along the curb in front of his house. Mr. Mehuron suggested painting a seven foot area on both sides of the driveway, at the request of residents, so the trash cans could be placed on the street.

Mr. Mike Werner, La Mesa, commented on his recent encounters with the La Mesa Police Department.

## CONSENT CALENDAR

(Items 1 through 4)

1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

Approved.

2. APPROVAL OF THE APPLICATION FOR A SPECIAL EVENT PERMIT FOR THE 2016 LA MESA CLASSIC CAR AND BIKE SHOW

Approved.

3. RESOLUTION AMENDING SECTION 12.44.130 OF THE LA MESA MUNICIPAL CODE ADDING A DISABLED PERSONS PARKING SPACE AT 4676 4TH STREET

Resolution No. 2016-037 was adopted.

CONSENT CALENDAR – Continued

**4. EMPLOYMENT AGREEMENT FOR THE INTERIM APPOINTMENT TO THE POSITION OF CODE COMPLIANCE OFFICER II**

Approved.

**ACTION:** Motioned by Councilmember Baber and seconded by Councilmember McWhirter to approve Consent Calendar items 1 through 4.

**Vote:** 5-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling.

**No:** None

**Abstained:** None

**Absent:** None

Motion passed.

ORDINANCE: SECOND READING

**5. ORDINANCE ERRATA TO CHAPTER 24.04.050 OF THE LA MESA MUNICIPAL CODE RELATED TO OFF-STREET PARKING REQUIRED IN THE DOWNTOWN COMMERCIAL ZONE**

City Attorney Sabine read the title of the Ordinance.

**ACTION:** Motioned by Councilmember Baber and seconded by Councilmember McWhirter to approve the second reading and adoption of the Ordinance.

**Vote:** 5-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling.

**No:** None

**Abstained:** None

**Absent:** None

Motion passed. Ordinance No. 2016-2847 was adopted.

STAFF REPORT – CITY COUNCIL – SUCCESSOR AGENCY – FINANCING AUTHORITY

- 6. A. CONSIDERATION OF THE 2016-2017 MID-BIENNIUM BUDGET UPDATE; AND
- B. ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA ADOPTING (1) THE APPROPRIATIONS LIMIT FOR FISCAL YEAR ENDING JUNE 30, 2017, AND (2) THE ANNUAL ADJUSTMENT FACTORS USED TO CALCULATE THE APPROPRIATIONS LIMIT

**STAFF REPORT – CITY COUNCIL – SUCCESSOR AGENCY – FINANCING AUTHORITY –**  
Continued

Finance Director Waller-Bullock provided background on the development of the budget and presented the amended budget for fiscal year 2016-2017. Finance Director Waller-Bullock highlighted changes to the General Fund revenue and expenditures, Interfund transfers and the General Fund reserves. Finance Director Waller-Bullock said staff recommended the City Council A) adopt the resolution approving the 2016-2017 amended final budget; and B) adopt the resolution pursuant to Propositions 4 and 111, establishing the Appropriations Limit for fiscal year 2016-2017 and selecting the growth in the California Per Capita Personal Income (CPCI), and the population growth in the City of La Mesa as the annual adjustment factors used to compute the Appropriations Limit.

City Manager Witt gave a brief report on the staffing changes in each department.

Assistant City Manager/Community Services Director Garrett reviewed the updated Targets for Action based on the Council's directions at the Strategic Planning Workshop and said they were reflected in the amended budget.

Council comments and questions ensued.

**ACTION:** Motioned by Councilmember Sterling and seconded by Councilmember Alessio to direct staff to include \$15,000 as a line item in the fiscal year 2015-2017 budget for the La Mesa Flag Day Parade fund.

**Vote:** 5-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling.

**No:** None

**Abstained:** None

**Absent:** None

Motion passed.

**ACTION:** Motioned by Vice Mayor Baber and seconded by Councilmember Sterling to adopt the Resolution adopting an Amended Budget for 2016-2017.

**Vote:** 5-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling.

**No:** None

**Abstained:** None

**Absent:** None

Motion passed. Resolution No. 2016-038 was adopted.

**ACTION:** Motioned by Councilmember McWhirter and seconded by Councilmember Alessio to adopt a Resolution adopting the appropriations limit for fiscal year ending June 30, 2017, and the annual adjustment factors used to calculate the appropriations limit.

**STAFF REPORT – CITY COUNCIL – SUCCESSOR AGENCY – FINANCING AUTHORITY –  
Continued**

**Vote:** 5-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling.

**No:** None

**Abstained:** None

**Absent:** None

Motion passed. Resolution No. 2016-039 was adopted.

**STAFF REPORTS – CITY COUNCIL**

**7. COUNCIL DIRECTION ON BOARDS AND COMMISSIONS**

Assistant City Manager/Community Services Director Garrett gave a report on the elimination and consolidation of boards and commissions, clarification on compensation, and the development of membership qualifications pertaining to the City's boards and commissions, as directed by the City Council at their Strategic Planning Workshop. Assistant City Manager/Community Services Director Garrett requested the Council provide direction to staff.

Council comments and questions ensued.

**ACTION:** Motioned by Councilmember Alessio and seconded by Councilmember Sterling, to eliminate the Building Codes Review Board.

**Vote:** 5-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling.

**No:** None

**Abstained:** None

**Absent:** None

Motion passed.

**ACTION:** Motioned by Mayor Arapostathis and seconded by Councilmember Sterling to alter the eligibility requirements for the La Mesa Community Parking Commission to those who have a business or live within the boundaries of the La Mesa Downtown Parking District.

**Vote:** 5-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling.

**No:** None

**Abstained:** None

**Absent:** None

**STAFF REPORTS – CITY COUNCIL – Continued**

**ACTION:** Motioned by Councilmember Alessio and seconded by Councilmember Sterling to accept staff's recommendation to provide compensation to the Historic Preservation Commission, La Mesa Community Parking Commission and Personnel Appeals Board, and direct staff to appropriate the funds into the 1301 account.

**Vote:** 5-0

**Yes:** Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling.

**No:** None

**Abstained:** None

**Absent:** None

**ACTION:** Motioned by Councilmember Sterling and seconded by Councilmember Alessio to consolidate the Aging and Veterans Commission with the Human Relations Advisory Commission.

**Vote:** 4-1

**Yes:** Mayor Arapostathis, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling.

**No:** Vice Mayor Baber

**Abstained:** None

**Absent:** None

**8. STATUS OF THE CLIMATE ACTION PLAN (CAP) EFFORT**

Community Development Director Dick provided background on the preparation of the Climate Action Plan, and gave a status report on the Plan.

Mr. Jack Shu, La Mesa, representing the Cleveland National Forest Foundation spoke in support of a mandatory Climate Action Plan.

Ms. Kayla Race, San Diego, representing the Climate Action Campaign, commended the Council on their efforts to improve the Climate Action Plan and reiterated the legal obligations in developing a Plan.

Ms. Masada Disenhouse, La Mesa, representing San Diego 350, proposed the City implement Community Choice Energy to achieve 100 percent clean energy and urged the City to complete the Climate Action plan and begin implementation. Ms. Disenhouse requested public notification on the Climate Action plan and said she also supported a mandatory and enforceable Climate Action Plan.

Mr. John Michno, La Mesa, commented on the fear of another drought and the effect it will have on the trees and property values. Mr. Michno said he was in support of a strong Climate Action Plan that included Consumer Choice Energy.

Ms. Gloria Cassady, La Mesa, spoke in support the Climate Action Plan and urged it to be expedited.

**STAFF REPORTS – CITY COUNCIL – Continued**

Ms. Jean Costa, La Mesa, spoke in support of an enforceable Climate Action Plan.

Mr. Bob Silvern, La Mesa, commented on the amount of research that has been conducted to illustrate climate change. He was also in support of an enforceable Climate Action Plan.

Ms. Angela Deegan, La Mesa, spoke in support of an enforceable Climate Action Plan with 100 percent clean energy through a Community Choice Energy program. Ms. Deegan requested the progress of the plan to be reflected on the City’s website. Ms. Deegan also requested to give a presentation on Community Choice Energy at a future City Council meeting.

Ms. Josan Feathers, La Mesa, spoke in support of an enforceable Climate Action Plan.

Mr. Roland Bleu, La Mesa, spoke in support of implementing a Climate Action Plan to preserve La Mesa.

Mr. Colin Parent, La Mesa, representing Circulate San Diego, spoke in support of an enforceable Climate Action Plan.

Council comments and questions ensued. No action was taken.

**COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)**

The Mayor and Council reported on various outside board, commission and committee meetings they attended. No action was taken.

**AB 1234 REPORTS (GC 53232.3(d))**

There were no reports.

**CITY ATTORNEY REMARKS**

There were no remarks.

**ADJOURNMENT**

Mayor/Chairman Arapostathis adjourned the City Council, City of La Mesa Successor Agency and La Mesa Public Financing Authority meetings at 6:18 p.m. in honor and memory of the victims in the recent shootings in Orlando, Florida.

Mary J. Kennedy, CMC  
City Clerk



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL  
From the CITY MANAGER

DATE: July 12, 2016

SUBJECT: Resolution Awarding a Contract for Specialized Professional Services to Rick Engineering Company for the Design of Vista La Mesa Park Improvements

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City of La Mesa adopt a Resolution awarding a contract to Rick Engineering Company for \$66,625 for the design of the Vista La Mesa Park Improvements?

Recommendation:

Adopt the Resolution awarding the contract to Rick Engineering Company for \$66,625 for the design of the Vista La Mesa Park Improvements.

Fiscal Impact:

Funding for the design is available in CIP account 306170CD. No general funds will be used.

Environmental Review:

The project received a Categorical Exemption from CEQA via Section 15302. The exemption was filed with the County Clerk's office on March 3, 2015.

Strategic Goals:

- Revitalize Neighborhoods and Corridors
- Continue to Improve High Quality Municipal Services

BACKGROUND:

Improving infrastructure in west La Mesa has been a City Council priority for a number of years. Vista La Mesa Park is located on King Street in west La Mesa. The park covers a little over 1.8 acres, and includes a baseball field, playground, restroom, picnic area with benches and tables.

The City completed a master plan for this park in 2012. The master plan recommends a number of improvements including:

1. Drainage and grading
2. Playground
3. Landscaping
4. American with Disability Act (ADA) compliance
5. Lighting

The Park facilities including playground equipment and picnic furniture are old and need upgrading. The Park needs to be brought up to the new standards for playground and picnic facilities, lighting and ADA accessibility. In fact, several components of the existing playground

are no longer functional.

The La Mesa Park & Recreation Foundation's It's Child's Play capital plan has identified five La Mesa park playgrounds to renovate. Vista La Mesa Park is the next scheduled playground for renovation. Rick Engineering will perform the site design to the park so that the playground renovations may take place.

**DISCUSSION:**

Rick Engineering design has provided the City with a scope of professional design services consisting of:

1. Grading and Drainage improvements
2. Landscaping Site Plan
3. New Picnic Area
4. Playground
5. ADA Improvements
6. Lighting

Rick Engineering will deliver to the City, plans, specifications and engineer's estimate for bidding the construction project.

The City solicited a Request for Qualifications on March 7, 2013 for as-needed Specialized Professional Services in accordance with the Municipal Code Purchasing requirements. Rick Engineering was one of the consultants chosen in the roadway and site design category. City Council approval is required for this contract because the fee amount exceeds \$50,000.

The plan is for design to be completed in FY17 and then construction to follow in FY18. Additionally, some minor renovations to the restroom/concession building are also planned to take place during FY17 including replacement of the roof and new fixtures.

**CONCLUSION:**

Staff recommends that the Council adopt the attached Resolution awarding a contract to Rick Engineering Company for \$66,625 for the design of the Vista La Mesa Park Improvements.

Reviewed by:



David E. Witt  
City Manager

Respectfully submitted by:



Gregory P. Humora  
Director of Public Works/City Engineer



Michael Kinnard  
Associate Engineer

Attachments: A. Resolution  
B. Rick Engineering Agreement

RESOLUTION NO. 2016-\_\_\_

RESOLUTION AWARDING A CONTRACT FOR SPECIALIZED PROFESSIONAL SERVICES TO RICK ENGINEERING COMPANY FOR THE DESIGN OF VISTA LA MESA PARK IMPROVEMENTS

---

WHEREAS, one of the City of La Mesa's strategic goals is to revitalize neighborhoods and corridors;

WHEREAS, Vista La Mesa Park Improvements are consistent with the City's revitalization goals and is within the Council's priority area of west La Mesa;

WHEREAS, a master plan for Vista La Mesa Park was prepared in 2012 and recommends that the Park should be improved for American with Disabilities Act, drainage, playground and picnic area;

WHEREAS, Rick Engineering Company is a qualified and licensed engineering firm and was selected to provide as-needed roadway and site design services in a formal request for qualifications in 2013; and

WHEREAS, Rick Engineering Company has the resources and expertise to meet the City's needs.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Mayor is hereby authorized and instructed to execute for and on behalf of the City the agreement for Specialized Professional Services between the City of La Mesa and Rick Engineering Company, for a fee not to exceed \$66,625, for professional services for Vista La Mesa Park Improvement Project. Said contract is on file in the office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July 2016, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, CMC, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-\_\_\_, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES  
BETWEEN THE CITY OF LA MESA AND RICK ENGINEERING COMPANY  
FOR DESIGN OF VISTA LA MESA PARK IMPROVEMENTS

This Agreement is entered into by City of La Mesa as of this \_\_\_\_\_ day of July, 2016, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as “the City”, and Rick Engineering Company, hereinafter referred to as “Contractor”.

WITNESSETH THAT:

WHEREAS, the City has adopted Resolution No. \_\_\_\_\_;

WHEREAS, the City has need for professional civil engineering services related to the design for Vista La Mesa Park improvements, and is willing to compensate Contractor for such services;

WHEREAS, the City desires to engage Contractor to render certain technical and professional services in the providing of said professional civil engineering services;

WHEREAS, Rick Engineering Company was selected to provide roadway and site design services in a formal request for proposal in 2013; and

WHEREAS, Contractor is registered or licensed to provide said civil engineering services;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage Contractor, and Contractor hereby agrees to perform the services set forth in this Agreement.

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall commence performance of the Project upon execution of this Agreement by both parties. The term “Project” as used in this Agreement shall include all of the tasks and items listed and described in Exhibit “A”, attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

Contractor agrees to provide the services of Timothy W. Gabrielson, Associate Principal for the full term of this contract. No substitutions will be made without prior written approval by the City. The City reserves the right to request specific qualifications for personnel substituted under this section.

#### SECTION 4: CONTRACTORS

Contractor will utilize the services of the following sub-contractors during the course of this study:

NONE.

Payment for such services shall be the responsibility of the Contractor. No substitution of proposed sub-contractors shall be made without prior written approval by the City.

#### SECTION 5: CITY REPRESENTATION

The Director of Public Works/City Engineer for the City of La Mesa shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative".

#### SECTION 6: RESPONSIBILITIES OF THE CITY

The City will provide the Contractor, or cause to be provided with, the following documents, services and site information, at no charge to the Contractor:

Any maps and/or documents that are available that will assist the contractor to complete the Contractor's task.

#### SECTION 7: PERFORMANCE SCHEDULE

Both Contractor and the City recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the Contractor and the City. Accordingly, the Contractor shall complete all of the work outlined in Exhibit "A".

The Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of City to furnish timely information or to approve or disapprove Contractor's work promptly, or delay or faulty performance by City, or governmental agencies.

#### SECTION 8: COMPENSATION TO CONTRACTOR

Final payment of fees shall be upon delivery of approved final documents. Progress payments shall be made based upon evidence that the work is progressing satisfactorily as determined by the City's Project Manager and substantiated with detailed invoices. The amount to be billed shall be based on the Contractor schedule of fees for professional services and the actual time required for each activity. The schedule of fees and estimated time for the project are as shown in Exhibit "A" attached hereto and incorporated herein as part of this Agreement.

The total fee for professional services shall be billed on a time-and-material basis with a total amount not to exceed **Sixty-Six Thousand, Six Hundred Twenty-Five Dollars (\$66,625.00)** as described on page 5 of Exhibit "A".

#### SECTION 9: RECORDS

Contractor shall maintain adequate records to permit inspection audit of Contractor's time-and-material charges under this Agreement. Contractor shall make such records available to the City and to other public agencies responsible for approval, funding or auditing the project, during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records and they will be available only to the City or to public agencies involved with approval, funding or audit functions. Such records shall be maintained by the Contractor for three (3) years following completion of the work under this Agreement.

#### SECTION 10: METHOD OF COMPENSATION

The City shall compensate Contractor for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Contractor's invoice for the services performed. The Contractor shall provide documentation regarding time-and-material charges sufficient to meet normal auditing practice. Copies of the invoices for materials in excess of \$500 and sub-contractor charges shall be submitted with the request for periodic payment.

The City shall promptly review invoicing and notify Contractor of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

#### SECTION 11: ITEMS TO BE DELIVERED TO CITY

The deliverable items shall be delivered by the Contractor to the City of La Mesa according to the schedule in Exhibit "A".

#### SECTION 12: DESIGN CHANGES OR REVISIONS

No design changes or revisions will be required and no payment therefore will be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid the Contractor for revisions required by reason of omissions or errors by the Contractor in the preparation of the original plans, working drawings and specifications. Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work.

### SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the City, additional services that Contractor could provide, or cause to be provided, include the following:

- A. Additional design work related to the Project but not included in the Scope of Work.
- B. Additional design work caused by design changes unrelated to the Scope of Work described herein.

Contractor will be compensated for Contractor time and direct personnel expenses as approved by the City. Payment for such additional services shall include Contractor's time at the rates shown on Exhibit "A".

### SECTION 14: HOLD HARMLESS

Contractor hereby agrees to, and shall indemnify, defend and hold harmless the City, and its elective and appointive boards and officers, volunteers, agents and employees from and against all claims, liabilities, losses, expenses and damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Contractor, Contractor's agents, officers, employees, subcontractors, or independent contractors hired by Contractor under this Agreement. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

### SECTION 15: INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, or employees. THE INSURANCE REQUIRED BY THIS SECTION APPLIES TO THE EXTENT OF, BUT NOT AS A LIMITATION TO OR IN SATISFACTION OF, THE INDEMNITY PROVISIONS OF THIS AGREEMENT.

#### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional liability or errors and omissions liability insurance appropriate to the Contractor's profession as detailed in Section 15.G, below.

#### B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation to statutory limits.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability: Not less than \$1,000,000.00 each claim and \$1,000,000.00 aggregate of all claims.

#### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure acceptable alternative risk financing to assure payment of such deductibles or self-insured retentions.

#### D. OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or

on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2. The "Description of Operations" referenced on the Certificate of Liability Insurance should read "Re: All Operations of the Named Insured." and "The City of La Mesa, its employees, officers, and/or officials, agents, and volunteers are additional insured per the attached forms."
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

#### E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A-:VI., and shall be "California-admitted carriers", unless otherwise acceptable to the City. The Contractor may propose alternatives to these requirements, provided the City receives a properly executed casualty reinsurance assumption of risk certificate ("cut-through endorsement").

#### F. VERIFICATION OF INSURANCE

Contractor shall furnish the City with original endorsements effecting coverage required by this Section. All endorsements are to be received and approved by the City before work commences. Certificates of Insurance are requested for information only, and shall not be accepted as substitutes for endorsements required herein, except for errors and omissions liability insurance. (See Insurance Code Section 384.)

## G. PROFESSIONAL LIABILITY

Coverage shall be written on a policy form providing “design professional liability” or “architects and engineers” liability insurance or equivalent coverage. The policy limit shall be no less than one million dollars (\$1,000,000.00) per claim and in the aggregate.

### SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by Contractor and subcontractors under this Agreement shall be considered the property of the City and will be turned over to the City upon demand, but in any event, upon completion of the Project. The Contractor shall be allowed to retain copies of documents for his permanent records, if desired.

### SECTION 17: ASSIGNABILITY

Contractor shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.

### SECTION 18: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City’s change order procedures.

### SECTION 19: NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address as follows:

City:

Director of Public Works/City Engineer  
City of La Mesa  
8130 Allison Avenue  
La Mesa, CA 91942-5502  
Tel: 619.667.1166  
Fax: 619.667.1380

Contractor:

Tim Gabrielson, Associate Principal  
Rick Engineering Company  
5620 Friars Road  
San Diego, CA 92110  
Tel: 619.291.0707  
Fax: 619.291.4165

The date of notification shall be receipt by the City as evidenced by date stamp affixed to the notice.

#### SECTION 20: DISPUTE RESOLUTION

The City and Contractor shall submit unresolved claims, counterclaims, disputes, controversies and other matters between them arising out of or relating to this Agreement or the breach thereof (“disputes”), first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

The City shall require that all Contractors agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Contractor and/or any sub-contractors of any tier arising out of or relating to their agreement with the City or the breach thereof (“disputes”) first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

#### SECTION 21: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In addition to termination for cause, the City may terminate this Agreement for City’s convenience upon not less than fifteen (15) days’ written notice to Contractor. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement unless said notice provides otherwise. If this Agreement is terminated as provided in this paragraph for City’s convenience, the Contractor shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Contractor as may be requested by City and such work shall become City’s property upon payment to Contractor for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 22: BUSINESS LICENSE

The Contractor, including all sub-contractors, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Contractor until such business license has been obtained, and all fees paid therefore, by the Contractor and all sub-contractors. Business license applications and information may be obtained from the Finance Department, City Administration Building, 8130 Allison Avenue, La Mesa, CA 91942-5502, 619.667.1118.

SECTION 23: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

SECTION 24: INTEREST OF CONTRACTOR AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the vicinity of the project area or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants, that in the performance of this Agreement, no person having any such interest shall be employed. City may require Contractor to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 25: FACILITIES AND EQUIPMENT

Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 26: INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

SECTION 27: TIME

Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

## SECTION 28: CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## SECTION 29: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown to any other public or private person or entity, except as authorized by the City. The Contractor shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

## SECTION 30: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

## SECTION 31: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor shall be incorporated to this Contract.

## SECTION 32: JOB SITE SAFETY

The general or prime Contractor who is responsible for means, methods and procedures of the project shall be responsible for job site safety. The prime contractor and all sub-contractors of all tiers shall:

- A. Be responsible for the safety of their respective employees as required by law.
- B. Come under the jurisdiction and supervision of the general or prime contractor's job site safety program.
- C. Exercise reasonable care to avoid risk of injury to others as required by the professional standard of care.

SECTION 34: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Contractor have executed the Agreement.

RICK ENGINEERING COMPANY

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tim Gabrielson, Associate Principal

CITY OF LA MESA,  
A Municipal Corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Arapostathis, Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David E. Witt, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory P. Humora,  
Director of Public Works/City Engineer

APPROVED AS TO FORM

  
\_\_\_\_\_  
CITY ATTORNEY

Attachment - Exhibit A

# **EXHIBIT A**

Scope, Fees

and

Schedule of Rates



April 13, 2016

Mr. Michael Kinnard  
City of La Mesa  
8130 Allison Avenue  
La Mesa, CA 91942

**SUBJECT: PROPOSAL FOR VISTA LA MESA PARK FINAL PARK DEVELOPMENT  
CONSTRUCTION PLANS (J-17311)**

Dear Michael:

Pursuant to your request, we are pleased to present this proposal to provide final engineering for the above referenced project.

This project consists of the preparation of construction documents for the redevelopment of Vista La Mesa Park in La Mesa California. The basis of this scope and fee is the Vista La Mesa Park Master Plan Exhibit dated March 30, 2012. As we discussed, the purpose is to add precise grading, drainage and landscaping to the previous Mass Grading Plans set. We will be using the topography and park layout that has been provided by the City.

We are assuming that the Greenbook Specifications will be utilized for the project and that no project specifications will be prepared. In addition, it is assumed that a Geotechnical Report by others will be provided.

### **SCOPE OF WORK**

#### **A. Civil Engineering Services**

##### **1. Precise Grading Plans**

Prepare a 1"=20' Scale mass grading and drainage plan on 24"x 36" sheet. The 20 scale precise grading plan will reflect the final grading elevations, local storm drain inlets and piping. The grading plan will include details grading of all park amenities which may include existing restroom buildings, furniture, play equipment, lighting, above and below ground structures and seat walls. As part of this plan, we will look at ADA access from the existing parking area to the site and to the existing restroom building which will remain. The plan set will include adding one (1) Precise Grading/ Drainage Sheet and one (1) notes and detail sheet. It is assumed all improvements within King Street will be complete and no public improvements within the public right-of-way will be required. This scope also includes minor revision as needed to the previously prepared and approved mass grading plans.

2. Erosion Control Plans  
Update the erosion control plan with any additional modifications for the precise grading plans for the Park.
3. Opinion of Probable Cost Estimate  
Prepare one (1) opinion of probable cost estimate to be used for a bond estimate and an engineer's estimate.
4. Plan Processing  
Process the construction documents through the City of La Mesa. It is assumed that no more than two review cycles will be required. Time is allocated for making revisions to the plans, drainage study and PDP WQTR with the City of La Mesa due to plan check comments, coordination which would include meetings (maximum 1 meeting per plan check) with city staff to address comments and preparation of responses to comments. Includes approximately 32 hours of an engineer's time in support of processing the above.
5. Meetings and Coordination  
Attend meetings and project coordination on an as-needed basis. We are budgeting 12 hours on a T&M basis.

**B. Water Resources**

1. Update Drainage Letter Report  
Prepare and submit to the City of La Mesa, one (1) updated drainage letter report (previously submitted to the City of La Mesa in 2015) to reflect the revised site layout and anticipated changes to the storm water quality management design approach. The updates include, but not limited to, on-site rational method hydrology, swale sizing (normal depth), drainage study maps, and the letter. The hydrology analysis will be updated to analyze the 100-year storm event (if applicable). The drainage letter report will be updated in accordance with the San Diego County Hydrology Manual, June 2003 and the San Diego Hydraulic Design Manual, September 2014.
2. Priority Development Project Water Quality Technical Report Plan (PDP WQTR)  
Prepare and submit to the City of La Mesa, one (1) PDP WQTR. The PDP WQTR will be provided to address the requirements for permanent storm water Best Management Practices (BMPs) throughout the site as a result of the project, including source control and site design requirements, storm water pollutant control BMPs. It will be prepared in accordance with the February 2016 City of La Mesa BMP Design Manual, based on requirements of the 2013 MS4 Permit.

This task includes calculating on-site stormwater design capture volumes (DCVs) in order to design pollutant control BMPs, selecting and sizing appropriate pollutant control BMP(s) based on the site layout, and providing an exhibit showing the project site and location of permanent BMP(s). It's assumed that approximately two (2) to four (4) pollutant control BMPs will be designed, utilizing biofiltration BMPs. The use of biofiltration BMPs requires documentation that Harvest and Use BMP (i.e. – rainwater harvesting) and Infiltration BMP are infeasible according to the worksheets and methodology of the BMP Design Manual. The report will include an operation and maintenance plan (O&M Plan) for the permanent BMPs in text format, and one will also be prepared in tabular format for inclusion on the plans.

3. Hydromodification Management Plan (HMP) Analysis

Prepare a hydromodification management plan (HMP) analysis based on the HMP criteria identified within the City of La Mesa BMP Design Manual, dated February 2016 and Final HMP, dated March 2011. The analysis will be prepared utilizing the Environment Protection Agency (EPA) Storm Water Management Model (SWMM), to comply with the Final HMP for the San Diego Region. The model will include one (1) point of compliance (POC) with approximately two (2) to four (4) BMP locations. The default low-flow threshold of  $0.1xQ_2$  will be utilized unless a geomorphic assessment is performed to evaluate the downstream channel and establishes a "medium" or "low" susceptibility to erosion; therefore, allowing a higher low flow threshold (i.e.  $0.3xQ_2$  or  $0.5xQ_2$ ). Geomorphic Assessment is not anticipated for this project and is not included in the scope of work.

The SWMM analyses will include the following:

- Delineation of Input Parameters for each POC, including Slope, Soil Type, and Surface Type for pre-project and post-project conditions.
- SWMM analysis to the Point of Concern (POC) and sizing of BMPs to meet HMP requirements (i.e. – storage volume and outlet works configuration)
- HMP Exhibits for Input Parameters and Results

The results of the HMP analysis and design of BMPs will be presented as a section of the PDP WQTR and will be prepared in accordance with the 2016 City of La Mesa BMP Design Manual and Final Hydromodification Management Plan (HMP), dated March 2011.

Note: The additional design effort associated with the more advanced modeling proposed for the HMP analysis outlined above (i.e. – using EPA SWMM rather than easier to use but more conservative BMP sizing factors) can translate to significant construction-related cost savings by reducing the required storage volume and associated materials for the bioretention soil mix and subsurface gravel layer (or vault sizes/costs, if applicable).

**C. Landscape Architecture**

1. Design Coordination Meetings

Rick Engineering will attend design coordination meetings as requested to meet with the City and other consultants. The meetings will be for coordination to discuss and make decisions that impact the Vista La Mesa Park. The plans will be presented to key Stakeholders and revised per Stakeholder comments (this assumes no public outreach is required).

2. Design Development

Based on feedback from the City, the design development for Vista La Mesa Park will be a collaborative process with the City, Rick Engineering and other consultants deemed necessary to development the construction documents. Meetings will be conducted by Rick Engineering landscape architects to define and reinforce the concept in the context of the site. Design development will include the refinement of the design, restroom enhancements, fencing, walkways, benches, play equipment, site furnishings and lighting. The intent is that the proposed improvements will be seamless with the existing landscape elements.

3. 90% Construction Documents

Rick Engineering will prepare Construction Documents, which will include Pedestrian Hardscape Plans, Construction Details, Planting Plans and Details, Irrigation Plans and Details that clarify construction methods and design intent. Construction details will be provided for the picnic shelter, pavement, walkways, fencing, playgrounds, bleachers with cantilevered shade structure, entry monument, horseshoe pit, and other hardscape features, as well as landscape and irrigation improvements.

Rick Engineering will prepare planting plans to graphically locate and identify trees, shrubs and ground cover plant materials, including specific quantities, sizes, and varieties, and include the necessary details and legends for installation. Rick Engineering will utilize drought tolerant and/or trees, shrubs and ground cover from the approved plant palette by the City of La Mesa.

Rick Engineering will prepare irrigation plans that will diagrammatically illustrate landscape irrigation piping, valves, control equipment, irrigation heads, and related irrigation equipment. The plan will specifically call out pipe and equipment sizing and types, and will include the necessary details to install the system. Landscape architect will coordinate irrigation sleeves, saw cutting and other irrigation improvements with the civil engineer.

Rick Engineering will prepare construction specifications and a construction cost estimate. We will submit the Construction Documents to the City for review. Rick Engineering will address City comments and revise the Construction Documents as needed.

Specifications for pedestrian paving materials, shade structures, fencing, play equipment, site furnishings, and other special items will be prepared. Planting and irrigation specifications will also be prepared. All specifications will include a section for measurement and payment.

Prior to the 90% Submittal, Rick Engineering will conduct an "in-house" interdisciplinary coordination check, cross-reference check, dimension check, terminology and spelling check, and technical detailed check of the construction documents.

4. Final Construction Documents

Rick Engineering will address City comments and revise the Construction Documents and Specifications. Pressure loss calculations will be prepared for the irrigation system to ensure optimal performance. The cost estimate will be revised based on Final Construction Documents.

Rick Engineering will do a final QA /QC review of the landscape plans and review civil engineering plans to ensure there is a cohesive set of plans and seamless development between the existing and proposed park elements.

**D. Reimbursables**

Expenses such as printing, delivery, mileage, parking, etc.

**E. Additive Alternative**

1. Post-construction Permanent BMP Certification (If Applicable)

Rick Engineering Company shall perform site observations to confirm that the site improvements for the project have been constructed in conformance with the approved City of La Mesa BMP Design Manual and construction plans. The approved PDP WQTR and Grading Plans for the project will be used to verify if field conditions reflect the intended drainage areas and locations of each applicable pollutant control BMP. If the field conditions are not found to be in conformance, then the specific items of concern will be discussed with the client/owner so corrective measures can be implemented or alternative solutions can be discussed which may require subsequent approval from the City of La Mesa. This includes a total of two (2) site visits and completion of the Permanent BMP Certification Form. We anticipate this includes between two (2) and four (4) biofiltration BMPs. It is assumed that biofiltration BMPs will have the subgrade prepared and subdrain installed with Class 2 permeable base and available for visual observations during the initial site visit, while the second site visit will occur once the biofiltration BMPs are completed (i.e. – bioretention soil mix installed, vegetated, and confirmed to have percolation greater than 5 inches/hour).

**FEES AND CHARGES**

We will perform the services listed above on a time materials basis in accordance with the current Schedule of Hourly Rates not to exceed \$66,625.00 without additional authorization.

A1.	Precise Grading Plan	\$9,800.00
A2.	Erosion Control Plans	\$1,000.00
A3.	Opinion of Probable Cost Estimate	\$1,500.00
A4.	Plan Processing	\$4,500.00
A5.	Meeting and Coordination	\$2,500.00
B1.	Update Drainage Letter	\$1,500.00
B2.	PDP WQTR	\$6,000.00
B3.	Hydromodification Management Plan	\$5,000.00
C1.	Design Coordination Meetings	\$1,500.00
C2.	Design Development	\$3,950.00
C3.	Construction Drawings (90 percent)	\$19,800.00
C4.	Final Construction Drawings	\$8,575.00
D.	Reimbursables	\$1,000.00
	<b>Total</b>	<b>\$66,625.00</b>

**Additive Alternative**

E.	Post-Construction BMP Certification	\$2,000.00
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Fees and expenses will be billed monthly as the work progresses and the net amount shall be due within thirty (30) days from the date of receipt of the invoice in the Client's office.

**ADDITIONAL SERVICES**

The following additional services may be required, but are not included in the Services above. Consultant is available to perform such additional services upon separate authorization and at the hourly rates attached hereto.

1. Changes in scope of design directed and authorized by Owner, in writing, after the start of working drawings. In this case, the amount of extra work shall be that required to bring the revised work to the same stage of completion as the original work, at the time of the Change Order. If Owner desires any changes to the above scope of work, the terms and conditions indicated above are subject to revision.
2. Work of a general or promotional nature not connected with the actual design, approval, or construction of the project.
3. Administration processing, or negotiations to obtain approvals and/or signatures from third parties for such items as letters of permission, easements, access roads, driveways, etc.
4. Any other services performed at the direction of Owner, which are not defined in the above-listed services, shall be in addition to those set forth in this Agreement.
5. Geotechnical services.
6. Construction survey services.
7. Environmental services or permits.
8. Agreements or processing.
9. Public agency fees or deposits.
10. Preparation of as-built drawings.
11. Monumentation or Record of Survey.
12. Encroachment Removal Agreements and Storm Water Maintenance Agreements
13. Construction observation or administrative services.
14. Structural design.
15. Dry utility plans or design, electrical design, plans or permitting.
16. Bid Support
17. Specifications
18. Storm water collection and analysis.

19. SDG&E Coordination and or encroachment agreement.
20. Electrical Design.
21. Improvement plans within the public ROW of King Street.
22. Aerial Topography.
23. Detention Analysis – It is anticipated that the post-project peak flow rates will be similar or less as compared to the pre-project condition; therefore, this task item is not anticipated to be required.
24. SWPPP / Construction General Permit – SWPPP-related services not identified above are not included, such as: Qualified SWPPP Practitioner (QSP) services, Qualified SWPPP Developer (QSD) services beyond the initial preparation of the SWPPP, sampling and monitoring, responding to any agency's plancheck comments, filing Changes of Information (COIs)/SWPPP Amendments, Annual Reports, and/or a Notice of Termination (NOT). These services can be provided during construction if requested by the client and pending additional authorization.
25. Geomorphic Channel Assessment- Also known as a SCCWRP Stream Assessment, this is an optional effort that relates to HMP requirements, however, the default low-flow threshold will be used for the project unless preliminary review of the downstream drainage characteristics suggest it is worthwhile preparing a detailed assessment and additional authorization is provided by the client.
26. Offsite Drainage Analysis – Offsite flows that are conveyed in the storm drains downstream of the project will not be analyzed.
27. Potential Critical Coarse Sediment Yield Area (PCCSYA) Analysis – Based on our preliminary review, it appears that the site is not within the potential critical coarse sediment yield area; therefore, this item should not be applicable.
28. Storm Water Maintenance Agreement – It is anticipated that this will not be required. If this is requested by the City of La Mesa, a separate scope of service will be provided.
29. Construction Storm Water Management Plan (CSWMP) – This was previously completed and no change to this document is anticipated.
30. ADA architectural upgrades to the restroom building.

Fees and expenses will be billed monthly as the work progresses and the net amount shall be due within thirty (30) days from the date of receipt of the invoice in the Client's office.

If notice is delayed for any reason beyond sixty (60) days, it is understood by the parties that the terms and conditions contained herein are subject to revision.

Mr. Michael Kinnard  
April 13, 2016  
Page 8 of 9

If you would like us to proceed on this work as outlined above, we ask that you please sign and return this agreement as our written authorization.

If you have any questions regarding this agreement, please feel free to contact me directly. Thank you for requesting Rick Engineering Company to provide these services.

Sincerely,  
RICK ENGINEERING COMPANY



Timothy W. Gabrielson  
RCE 051503  
Associate Principal

K:\Jobfiles\17311-City La Mesa\Contract\Vista La Mesa Park - Final Eng.doc  
Attachment

APPROVED:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**Hourly Rates – California Offices**  
February 27, 2016 – August 26, 2016

Page 9 of 9

Principal Consultant (Special Projects).....	\$ 250.00	Principal Water Resources Designer.....	\$130.00
Principal.....	235.00	Associate Water Resources Designer.....	120.00
Associate Principal.....	220.00	Assistant Water Resources Designer.....	110.00
Associate/Manager.....	205.00		
Expert Witness.....	400.00	GIS Manager.....	\$180.00
Court Appearance per half day or part.....	1,600.00	GIS Coordinator.....	150.00
		Principal GIS Analyst.....	120.00
Principal Project Engineer/Manager.....	\$180.00	Associate GIS Analyst.....	115.00
Associate Project Engineer/Manager.....	165.00	Assistant GIS Analyst.....	103.00
Assistant Project Engineer/Manager.....	150.00	Principal Graphics Designer.....	110.00
Principal Engineering Designer.....	130.00	Associate Graphics Designer.....	105.00
Associate Engineering Designer.....	120.00	Assistant Graphics Designer.....	90.00
Assistant Engineering Designer.....	110.00		
Principal Engineering Drafter.....	110.00	Field Supervisor.....	\$180.00
Associate Engineering Drafter.....	95.00	One-person Survey Party.....	140.00
Assistant Engineering Drafter.....	85.00	One-person Survey Party with Robotics.....	190.00
		Two-person Survey Party.....	210.00
Principal Construction Engineer/Manager.....	\$180.00	Three-person Survey Party.....	270.00
Associate Construction Engineer/Manager.....	165.00		
Assistant Construction Engineer/Manager.....	150.00	3D Laser Scanning Crew (One-Person).....	\$220.00
Principal Construction Technician.....	130.00	3D Laser Scanning Crew (Two Person).....	260.00
Associate Construction Technician.....	120.00		
Assistant Construction Technician.....	110.00	Principal 3D Laser Scanning Project Manager.....	\$180.00
		Associate 3D Laser Scanning Project Manager.....	165.00
Senior Transportation/Traffic Engineer.....	\$205.00	Assistant 3D Laser Scanning Project Manager.....	150.00
Principal Transportation/Traffic Engineer.....	180.00	Principal 3D Laser Scanning Specialist.....	130.00
Associate Transportation/Traffic Engineer.....	165.00	Associate 3D Laser Scanning Specialist.....	120.00
Assistant Transportation/Traffic Engineer.....	150.00	Assistant 3D Laser Scanning Specialist.....	110.00
Principal Transportation/Traffic Designer.....	130.00	Principal 3D Laser Scanning Technician.....	110.00
Associate Transportation/Traffic Designer.....	120.00	Associate 3D Laser Scanning Technician.....	95.00
Assistant Transportation/Traffic Designer.....	110.00	Assistant 3D Laser Scanning Technician.....	85.00
Principal Urban Designer.....	\$210.00	Photogrammetry Supervisor.....	\$140.00
Principal Project Planner.....	185.00	Principal Photogrammetrist.....	115.00
Senior Associate Planner.....	165.00	Associate Photogrammetrist.....	105.00
Senior Planner.....	155.00	Assistant Photogrammetrist.....	100.00
Associate Planner.....	130.00		
Assistant Planner.....	110.00	Computing & Mapping Director.....	\$180.00
		Principal Survey Analyst.....	165.00
Principal Landscape Architect.....	\$210.00	Associate Survey Analyst.....	130.00
Principal Project Landscape Architect.....	185.00	Assistant Survey Analyst.....	105.00
Senior Associate Landscape Architect/Manager.....	155.00		
Associate Landscape Architect/Manager.....	140.00	Associate Project Administrator.....	\$70.00
Assistant Landscape Architect/Manager.....	120.00	Assistant Project Administrator.....	60.00
Principal Landscape Designer.....	110.00	Administrative Assistant.....	65.00
Associate Landscape Designer.....	105.00		
Assistant Landscape Designer.....	95.00		
Principal Environmental Project Manager.....	\$165.00		
Associate Environmental Project Manager.....	150.00		
Assistant Environmental Project Manager.....	130.00		
Principal Environmental Specialist.....	117.00		
Associate Environmental Specialist.....	112.00		
Assistant Environmental Specialist.....	107.00		
Environmental Technician.....	84.00		

Rates subject to change for prevailing wage contracts.

When authorized, overtime shall be charged at the listed rates times 1.3.

Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.

A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.





REPORT to the MAYOR and MEMBERS of the CITY COUNCIL  
From the CITY MANAGER

DATE: July 12, 2016

SUBJECT: Resolution Awarding a Construction Contract for Bid 16-05, Alvarado Channel Grading and Landscaping Supplemental Environmental Project to Blue Pacific Engineering and Construction

ISSUING DEPT.: Public Works

SUMMARY:

Issues:

Should the City of La Mesa award a construction contract for Bid 16-05, Alvarado Channel Grading and Landscaping Supplemental Environmental Project to Blue Pacific Engineering and Construction for \$328,238?

Recommendation:

Adopt the attached resolution awarding a construction contract for Bid 16-05, Alvarado Channel Grading and Landscaping Supplemental Environmental Project to Blue Pacific Engineering and Construction for \$328,238.

Fiscal Impact:

Funds for the project are available in the capital improvement project accounts 301141OT and 301160SF. No general fund money will be used for this project.

City's Strategic Goals:

Continue to improve high quality municipal services

Environmental Review:

This project received a Notice of Exemption from the California Environmental Quality Act (CEQA) on 1/14/2014.

**BACKGROUND:**

The project is being constructed in accordance with the 2013 settlement with the San Diego Regional Water Quality Control Board related to sewer spills within the City of La Mesa. The City was able to mitigate half of the monetary penalty by agreeing to complete this Supplemental Environmental Project. The settlement requires the City to complete this project by end of December 2016.

The intent of Supplemental Environmental Projects is to improve the water quality by reducing/eliminating water pollution, to enhance natural native habitat and esthetics. Many pollutants are removed from water that flow through an unimproved, natural channel. The scope of La Mesa's Supplemental Environmental Project is to remove some of the existing concrete improvements and turn the channel to a natural channel where possible. The channel will be landscaped with sustainable, native, riparian species to improve water quality.

This project was divided into two phases for ease of coordination with another project, the Alvarado Trunk Sewer Upgrade Project taking place in the same area. The first phase was to remove the vegetation within the channel and the second phase is to grade and landscape the channel. On September 8, 2015, a contract was awarded to remove the vegetation. Both the vegetation removal and sewer work are complete.

This contract is the second phase of the Supplemental Environmental Project. This project will grade, stabilize, landscaped the channel for 900 linear feet from the AAA Building at 8765 Fletcher Parkway to 8881 Fletcher Parkway by State Route 125.

**DISCUSSION:**

On June 9, 2016, a notice inviting bids was advertised and the bid documents were distributed to 17 plan holders. On June 30, 2016, six bids were received electronically. The low bidder was Blue Pacific Engineering and Construction with a bid of \$328,238. The selection was based on the lowest responsive and responsible bidder for the base bid. A summary of bid results is shown in Attachment B. The engineering estimate for the base bid was \$350,000.

Contract time for completion of the project is 45 working days. The work is expected to begin in August 2016 and be completed by November 2016.

CONCLUSION:

Staff recommends that the City Council adopt the attached resolution awarding a construction contract for Bid 16-05, Alvarado Channel Grading and Landscaping Supplemental Environmental Project to Blue Pacific Engineering and Construction for \$328,238.

Reviewed by:



David E. Witt  
City Manager

Respectfully Submitted:



Gregory P. Humora  
Director of Public Works/City Engineer



Hamed Hashemian  
Engineering Project Manager

Attachments: A. Resolution  
B. Bid Tabulation

RESOLUTION NO. 2016-\_\_\_\_\_

RESOLUTION AWARDING A CONSTRUCTION CONTRACT FOR BID 16-05,  
THE ALVARADO CHANNEL GRADING AND LANDSCAPING SUPPLEMENTAL  
ENVIRONMENTAL PROJECT TO BLUE PACIFIC ENGINEERING AND  
CONSTRUCTION

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WHEREAS, the City of La Mesa is required to perform a restoration of Alvarado Channel as part of settlement R9-2013-0137 with the San Diego Regional Water Quality Control Board;

WHEREAS, grading and landscaping of the Alvarado Channel is the second and final phase of the Supplemental Environmental Project;

WHEREAS, the Capital Improvement Project Account 301141OT and 301160SF have sufficient funds for this project, and

WHEREAS, the City received six bids on the bid opening date of June 30, 2016 and Blue Pacific Engineering and Construction was the lowest responsive and responsible bidder.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that:

The bid of Blue Pacific Engineering and Construction in the amount of \$328,238 for Bid 16-05, Alvarado Channel Grading and Landscaping Supplemental Environmental Project, was determined to be the lowest responsive and responsible bid. Said bid is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to accept and execute a contract with Blue Pacific Engineering and Construction to perform the work at the prices set forth in said bid.

BE IT FURTHER RESOLVED that the Director of Public Works is authorized to approve the substitution of subcontractors.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July, 2016, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, CMC, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-\_\_\_\_, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

## Attachment B

### **Bid Tabulation**

16-05 Alvaracho Channel Grading and Landscaping Supplemental Environmental Project

Bid Opening Date: June 30, 2016

<b>Company</b>	<b>Bid Amount</b>
Blue Pacific Engineering & Construction	\$328,238.00
Just Construction, Inc.	\$329,029.47
A. M. Ortega General Engineering Contractors Inc.	\$381,413.83
Faro LaFata Enterprises Inc.	\$399,100.00
Whillock Contracting, Inc.	\$452,855.96
Wright Construction Engineering Corp	\$490,514.20





REPORT to the MAYOR and MEMBERS of the CITY COUNCIL  
From the CITY MANAGER

DATE: July 12, 2016

SUBJECT: Resolutions Approving the 2016-2018 Memoranda of Understanding between the City of La Mesa and the La Mesa Police Officers' Association, and the La Mesa City Employees' Association; Salary, Benefit and Cafeteria Plan Changes for Unrepresented Employees; and the City of La Mesa Compensation Plans for FY 2016-2017 and FY 2017-2018.

ISSUING DEPARTMENT: City Manager

SUMMARY:

Issues:

1. Should the City Council adopt the attached resolutions approving the 2016-2018 Memoranda of Understanding between the City of La Mesa and the La Mesa Police Officers' Association, and the La Mesa City Employees' Association; and for the salary, benefit and cafeteria plan changes for the unrepresented (management, confidential and part-time/temporary) employees?
2. Should the City Council adopt the attached resolution approving the City of La Mesa Compensation Plans listing positions, salary ranges/band and pay steps for FY 2016-2017 and FY 2017-2018?

Recommendation:

That the City Council adopt the resolutions (by separate actions) approving:

- A. 2016-2018 Memorandum of Understanding between the City of La Mesa and the La Mesa Police Officers' Association;

- B. 2016-2018 Memorandum of Understanding between the City of La Mesa and the La Mesa City Employees' Association;
- C. Salary, benefit and cafeteria plan changes for unrepresented employees;
- D. City of La Mesa Compensation Plans listing positions, salary ranges/band and pay steps for FY 2016-2017 and FY 2017-2018.

Fiscal Impact:

The net effect of the Memoranda of Understanding will result in increases over two fiscal years not to exceed \$1,418,540 (FY 2016-2017 = \$794,920 and FY 2017-2018 = \$623,620) in the following funds: General Fund, Housing Rehabilitation, Downtown Parking, Wastewater, Environmental Services, Workers Compensation, Liability Risk, Community Service Grants, La Mesa Successor Agency and the La Mesa Housing Successor Agency. As part of the Council's action, adjustments will be made to the mid-biennium budget for the current FY 2017-2018, and the year two fiscal impacts will be incorporated into year one of the next two-year budget in FY 2017-2018.

BACKGROUND:

In accordance with the prior two-year labor agreements with the three bargaining units within the City of La Mesa, management and all three groups entered into negotiations in the Spring of 2016. Agreements for amendments to the Memoranda of Understanding (MOUs) with the La Mesa Police Officers' Association (LMPOA) and the La Mesa City Employees' Association (LMCEA) have been reached through the negotiations process. In addition, the Council has provided direction to make salary and benefit adjustments to the management and unrepresented employees that is reflected in the actions requested of the Council at this time.

No agreement has been reached regarding an amended MOU with the La Mesa Firefighters' Local #4759 at this time. Negotiations with this group are continuing.

DISCUSSION:

As described above, the collective bargaining process has allowed the City to successfully reach agreements with two of the bargaining units in La Mesa. In addition, direction has been provided by the Council to approve an updated compensation and benefits package for the City's management and unrepresented employees. The major

**Report to Mayor and Councilmembers**

**Date: July 12, 2016**

**Page: 3 of 5**

fiscal elements of these agreements are summarized with the amendments to the MOUs incorporated in the attachments to the related resolutions. A new contract for the appointed City Manager and for the City Attorney will be brought to the Council at the July 26, 2016 meeting.

The actions by the Council in approving the LMPOA and LMCEA MOUs and the management and unrepresented employees resolutions are for two years. The adjustments to salaries, benefits and terms of the MOUs will be in effect through FY 2016-2017 and FY 2017-2018. In addition, all agreements approved at this time will contain provisions to be retroactive to the beginning of the fiscal year, July 1, 2016.

**A. Summary of the La Mesa Police Officers' Association MOU:**

The two-year LMPOA agreement has several key elements, including a 4% cost-of-living-adjustment (COLA) in year one and a 3% COLA in year two. There is a night shift differential of 2% which is consistent with regional standards. A major change to the compensation plan is to shift the educational incentive pay for Police Officer Standards and Training (P.O.S.T.) certifications to special pay rather than the past practice correlated to Steps F and G. The merit steps F and G will be retained, but will be to assist with officer retention by allowing employees to reach these steps with a minimum of five and eight years of service. In addition, the MOU included an adjustment to the healthcare contribution level that has been added to all groups which have reached agreement. The MOU also includes some changes to operational language that have minor or no direct costs to implement.

**B. Summary of the La Mesa City Employees' Association MOU:**

The two-year LMCEA agreement reflects an effort to generally keep at fair market position the employees in Public Works, Community Development, Finance, Community Services, Administrative Services and some non-sworn safety employees. The amended MOU includes a 2.5% COLA for both year one and year two of the agreement. There is an adjustment for the City's healthcare contribution as well. In addition, the tuition reimbursement provision has been increased by \$500 per year for employees who wish to improve their professional education level, and some minor or no cost adjustments to the MOU.

**C. Summary of the Management and Unrepresented Employees' Salary and Benefits Changes:**

The memorandum that the Council is approving by resolution will make changes to the salary and benefits for management, confidential and unrepresented employees with

**Report to Mayor and Councilmembers**

**Date: July 12, 2016**

**Page: 4 of 5**

the City. For the police management employees, there was an issue of position compaction that needed to be addressed as a result of the LMPOA agreement. As a result, the Council action will provide for a 6% COLA in year one for police management (Chief, Captains and Lieutenants - seven employees). In year two, there is a 3% COLA for the Lieutenants and a 2% COLA for the Chief and Captains to maintain the promotional spread between positions as prescribed in the City's Municipal Code.

The non-safety management employees in the City will receive a 2% COLA in year one and year two of this bargaining cycle to generally reflect an appropriate market-related salary adjustment. The confidential unrepresented employees are proposed to receive a 2.5% COLA in year one and year two to be consistent with the LMCEA employee group. All employees in the management and unrepresented group would also receive the same adjustment to the healthcare contribution level provided to the other bargaining groups, as well as the additional \$500 per year to the tuition reimbursement program as agreed to for the LMCEA.

**CONCLUSION:**

Staff recommends that the City Council adopt the attached resolutions to implement the negotiated changes to the two-year MOUs for the LMPOA and LMCEA; a resolution authorizing the agreed upon changes to the salary and benefit changes for the management, confidential and unrepresented employees; and a resolution approving the City of La Mesa Compensation Plans for FY 2016-2017 and FY 2017-2018 as listed below:

- A. Resolution approving the 2016-2018 Memorandum of Understanding between the City of La Mesa and the La Mesa Police Officers' Association;
- B. Resolution approving the 2016-2018 Memorandum of Understanding between the City of La Mesa and the La Mesa City Employees' Association;
- C. Resolution approving the salary, benefit and cafeteria plan changes for management and unrepresented employees;
- D. Resolution approving the City of La Mesa Compensation Plans for FY 2016-2017 and FY 2017-2018.

**Report to Mayor and Councilmembers**

**Date: July 12, 2016**

**Page: 5 of 5**

Reviewed by:



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David E. Witt  
City Manager

Respectfully Submitted by:



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Yvonne Garrett  
Asst. City Mgr/Dir. of Community Svcs



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Rida Freeman  
Human Resources/Risk Manager

Attachments:

- a) Resolutions approving the 2016-2018 Memoranda of Understanding between the City of La Mesa and the La Mesa Police Officers' Association and the La Mesa City Employees' Association; and resolution approving the salary, benefit and cafeteria plan changes for management and unrepresented employees.
- b) Resolution approving the City of La Mesa Compensation Plans for FY 2016-2017 and FY2017-2018.
- c) Fiscal Statement from Finance for FY 2016-2017.

RESOLUTION NO.

RESOLUTION APPROVING THE 2016-2018 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA MESA AND LA MESA POLICE OFFICERS' ASSOCIATION

---

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, as follows:

1. That the City of La Mesa, through the Municipal Employee Relations Officer and his duly authorized representatives, have met and conferred in accordance with California Government Code Section 3500 et. seq.; and that the Municipal Employee Relations Officer, through his duly authorized representatives, have agreed to the 2016-2018 Memorandum of Understanding. The 2016-2018 Memorandum of Understanding is hereby accepted.

2. That all terms resulting in increases in pay shall be retroactive to July 1, 2016.

3. BE IT FURTHER RESOLVED that the terms and conditions as set forth in the 2016-2018 Memorandum of Understanding shall be in full force and effect.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July 2016, by the following vote, to wit:

AYES:

NOES:

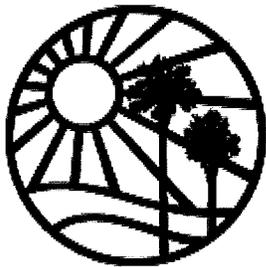
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. \_\_\_\_\_, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)



**CITY OF  
LA MESA**

*JEWEL of the HILLS*

**MEMORANDUM  
OF  
UNDERSTANDING  
2016 - 2018**

**LA MESA  
POLICE OFFICERS'  
ASSOCIATION**

**Memorandum of Understanding**

**Between**

**CITY OF LA MESA, CALIFORNIA  
MUNICIPAL EMPLOYEE RELATIONS COMMITTEE,  
hereinafter known as MERC,**

**and**

**LA MESA POLICE OFFICERS' ASSOCIATION,  
hereinafter known as ASSOCIATION**

**SECTION 1.01 INTENT AND PURPOSE**

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between EMPLOYEES (hereinafter referred to as "EMPLOYEES") represented by the La Mesa Police Officers' Association (hereinafter referred to as "ASSOCIATION") and further represented by the Police Officers Negotiating Committee (hereinafter referred to as POANC) and the City of La Mesa (hereinafter referred to as "CITY") represented by the Municipal Employee Relations Committee of the City of La Mesa (hereinafter referred to as "MERC").

POANC agrees to recommend ratification to its membership, and MERC agrees to recommend to the City Council of the CITY that all terms of this MOU be adopted in full by Resolution of the City Council. Upon such adoption, all terms and conditions of this MOU shall then become effective without further action by either party effective on July 1, 2016.

**SECTION 1.02 RECOGNITION**

For the purpose of meeting and conferring in accordance with the Meyers-Milias-Brown Act, the ASSOCIATION is formally recognized as the duly authorized representative of the SWORN EMPLOYEES in the following job classifications:

Police Officer  
Police Sergeant  
Police Corporal

The ASSOCIATION is also formally recognized as the duly authorized representative of the NON-SWORN EMPLOYEES in the following job classifications:

Animal Control Officer  
Community Services Officer  
Communications Supervisor

Police Dispatcher  
Police Officer Trainee  
Police Property Officer  
Police Services Specialist  
Police Services Technician

**SECTION 1.03 SCOPE OF MEETING AND CONFERRING**

The scope of representation shall include, but not be limited to, wages, hours, and other terms and conditions of employment.

**SECTION 1.04 MEET AND CONFER PROCESS**

A reasonable number, not to exceed five, of ASSOCIATION representatives will be allowed reasonable time off without loss of compensation or other benefits when formally meeting and/or meeting and conferring with representatives of the CITY on matters within the scope of representation.

**SECTION 1.05 ACCESS TO WORK LOCATIONS**

Reasonable access to EMPLOYEE work locations shall be granted officers of the ASSOCIATION and its official representatives, for the purpose of processing grievances or contacting members of the ASSOCIATION concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or the Municipal Employee Relations Officer or their designees. Access shall be restricted so as not to interfere unduly with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of ASSOCIATION, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during working hours except as authorized by the Department.

**SECTION 1.06 USE OF CITY FACILITIES**

The ASSOCIATION may, with the approval of the Municipal Employee Relations Officer, be granted the use of CITY facilities during non-work hours for meetings of EMPLOYEES provided space is available and provided such meetings are not used for organizational activities or membership drives of EMPLOYEES. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The use of CITY equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards is strictly prohibited, the presence of other equipment in approved CITY facilities notwithstanding.

### **SECTION 1.07 USE OF BULLETIN BOARDS**

The ASSOCIATION may use a designated CITY bulletin board space under the following conditions:

- A. The Police Chief and the ASSOCIATION shall designate the authorized bulletin board space by mutual agreement, and said space shall be the only space, which is authorized for the posting of ASSOCIATION business. The ASSOCIATION shall have sole and exclusive use of the space.
- B. Materials posted on the bulletin board shall be only for legitimate communication with members and shall not be offensive to good taste, defamatory, involve support or opposition to candidates for, or incumbents in, political office, or be in violation of Section 1.45 of this MOU.
- C. All material must be dated and authenticated and identify the ASSOCIATION.
- D. Materials considered objectionable by the department head under the terms of these guidelines shall be removed provided, however, that the department head shall first discuss the matter with the ASSOCIATION and then with the Municipal Employee Relations Officer.
- E. The ASSOCIATION shall be responsible for maintaining the space provided in an orderly condition under the terms delineated in this section and shall promptly remove outdated materials.

### **SECTION 1.08 DUES DEDUCTION**

EMPLOYEES may authorize ASSOCIATION dues deduction or cancellations upon forms provided by the Administrative Services Department - Finance Division of the CITY.

Dues withheld by the CITY shall be transmitted to the officer designated in writing by the ASSOCIATION as the person authorized to receive such funds, at the address specified.

The ASSOCIATION, upon receipt of the dues deducted, shall indemnify, defend, and hold the CITY harmless against any claims made and against any suit instituted against the CITY on account of check-off of ASSOCIATION dues. In addition, the ASSOCIATION shall refund to the CITY any amounts paid to it in error upon presentation of supporting evidence.

The CITY shall remit said withholdings to the ASSOCIATION in a timely manner.

### **SECTION 1.09 GRIEVANCE PROCEDURE**

A grievance procedure is appended as Annex A.

## **SECTION 1.10 GENERAL**

The CITY will correct errors in record keeping and will make retroactive adjustments for salary and leave time purposes. Unless specifically provided by law or elsewhere in this Memorandum of Understanding, such adjustments will be limited to a maximum period of one year prior to the time of discovery. Any monies owed by the EMPLOYEE, or owed by the CITY, will be retroactive for one year only. For purposes of this section, discovery is that date on which the CITY notifies the EMPLOYEE, or that date on which the EMPLOYEE notifies the CITY of such error.

### **SECTION 1.10.01 DRUG FREE WORKPLACE**

The CITY and the ASSOCIATION both agree that the use, and/or being under the influence of drugs on the job may detrimentally affect the work performance, safety and security of EMPLOYEES, and commit to a "drug-free workplace".

### **SECTION 1.10.02 TOBACCO PRODUCT USE**

The CITY and the ASSOCIATION both agree that the use of cigarettes and other tobacco products can adversely affect the health and work performance of EMPLOYEES, and commit to a "tobacco-free" workplace. This will mean that EMPLOYEES shall not smoke or use tobacco products while on duty. EMPLOYEES are not permitted to smoke while in City buildings or in City vehicles at any time.

Non-Sworn EMPLOYEES may smoke or use tobacco products when on lunch or rest periods but only outside in non-public areas as designated by the Police Chief.

City policy shall be to prohibit smoking and use of tobacco products in City buildings or in City vehicles.

## **SECTION 1.11 HOURS OF WORK AND OVERTIME**

A. The shift schedules established by the Department are defined as follows:

5-8 Schedule: The normal hours of work for those working the 5-8 schedule shall be forty (40) hours per week of five (5) consecutive days of eight (8) hours each or five (5) work days with two (2) consecutive days off in a work period.

4-10 Schedule: The normal hours of work for those working the 4-10 schedule shall be forty (40) hours per week of four (4) consecutive days of ten (10) hours each or four (4) work days with three (3) consecutive days off in a work period.

5-9 Schedule: The normal hours of work for those working the 5-9 schedule shall be forty (40) hours per week of five (5) consecutive days of nine (9) hours each including a one (1) hour "duty free" lunch period.

3-12 Schedule: The normal hours of work for those working the 3-12 schedule shall be eighty (80) hours per fourteen (14) day work period consisting of six (6) days of twelve (12) hours each plus one (1) day of eight hours.

Lunch periods shall be defined in section "C" below.

Employees shall indicate their preference for available shifts/days off by seniority, in a schedule format for the Division, or Unit within the Division, approved by the Chief of Police. Schedule formats will be designed to meet the operational needs of the Department, as determined by the Chief of Police in consultation with the ASSOCIATION.

Upon an EMPLOYEE'S promotion, the Chief of Police will determine the EMPLOYEE'S new work assignment. Work assignments for other EMPLOYEES may be changed as a result. In determining which EMPLOYEE'S work assignment will be changed, the Department will select the least senior EMPLOYEE in the affected work assignment who is not on probation.

Once the EMPLOYEE has completed the probationary period, the EMPLOYEE will make shift selections in accordance with the procedures set forth in this section, beginning with the shift selection following completion of probation.

B. The following definitions shall apply to hours of work and overtime:

Work Period: A work period for the 5-8, 5-9, and 4-10 schedules shall consist of seven (7) consecutive days, beginning and ending at 6:00 a.m. on Sunday except for the 3-12 schedule. A work period for the 3-12 schedule shall consist of fourteen (14) consecutive days, beginning and ending at 6:00 a.m. on Sunday.

Work Hours: "Hours worked" for the purpose of calculating overtime shall include any scheduled or unscheduled shifts (either full or in part), court time, formal classroom training time (excluding class preparation time), Labor Code Section 4850 time, holiday leave, vacation, sick leave, compensatory time off, weapons qualification, and report writing.

In the event that an EMPLOYEE is required by the CITY to attend training or perform other official functions at the direction of the CITY, travel time to and from the required training/duty site to the La Mesa Police Station or home, whichever is closer shall be considered as hours worked and paid accordingly. In the event that the EMPLOYEE is required to report to the La Mesa Police Station prior to the required training/duty, then travel time from the La Mesa Police Station shall be considered as hours worked.

In the event that the CITY deems it necessary to telephone an off-duty EMPLOYEE at home for information, the actual time spent on the telephone will be considered

as hours worked and paid accordingly. This provision does not apply when the City is only making notification of shift and/or schedule change.

Overtime: For full-time EMPLOYEES, overtime shall be any "hours worked" beyond the EMPLOYEE'S regular daily shift (as defined in Section A), or over forty (40) hours per work week (eighty (80) hours per work period for the 3-12 schedule). Overtime pay shall be one and one-half (1½) times the EMPLOYEE'S regular rate of pay unless another rate is specifically provided in this MOU.

For EMPLOYEES regularly working less than a forty-hour workweek, overtime shall be any "hours worked" beyond the applicable regular daily shift for a full-time EMPLOYEE or over forty (40) hours per work week. (For example, an EMPLOYEE regularly working four (4) hours per day on a 5-8 shift would be paid overtime after working eight (8) hours per day or over forty (40) hours per week.)

- C. Each daily shift schedule shall include:

5-8, 4-10, and 3-12 schedules: Each shift shall include one meal break and two (2) fifteen (15) minute rest periods. The meal period will consist of thirty (30) minutes for a 5-8 or 4-10 shift, while the meal period will be forty five (45) minutes for a 3-12 shift. A fifteen (15) minute "line-up" may be scheduled before the shift begins to be paid on an overtime basis or such "line-up" may be included within the regular workday, at the option of the CITY.

5-9 schedule: Each shift shall include eight (8) hours of work time, including two (2) fifteen (15) minute rest periods, exclusive of a one (1) hour duty-free non-paid lunch period.

- D. The CITY will make every reasonable effort to schedule uniformed EMPLOYEES for their meal period, and uniformed EMPLOYEES shall remain available either by radio or by phone.
- E. Overtime limitation: Except in emergency conditions or unforeseen or extraordinary circumstances, an EMPLOYEE will not be required to work more than twelve (12) hours in any 24-hour period.
- F. If an EMPLOYEE is unable to work all or part of a regularly scheduled shift after being required to work more than 12 hours in any 24-hour period, the employee will be permitted an off-work period of at least ten (10) hours before being required to return to duty for all or part of a regularly scheduled shift. An EMPLOYEE will be paid for any regularly scheduled work during such an off-work period, with the exception of overtime work that was assigned or for which the EMPLOYEE volunteered.
- G. If an EMPLOYEE works more than 12 hours in any 24-hour period and qualifies for an off-work period as provided in paragraph "F" above and the CITY does not

permit the EMPLOYEE the rest period, any work beyond the 12 hours will be at an overtime rate. Payment for the preceding 12 hours shall be as otherwise provided in this MOU.

- H. Except during changes of shift, it shall be the CITY'S policy to avoid scheduling EMPLOYEES to work more than seven days in a row for a 5-8 schedule, more than six days in a row for a 4-10 schedule, and more than five days in a row for a 3-12 schedule. If an EMPLOYEE is scheduled to work more than seven, six or five days in a row, depending on their shift, the CITY will compensate the EMPLOYEE at an overtime rate for all time worked on the eighth, seventh or sixth day and succeeding days until his or her next scheduled day off. This payment of overtime will not be provided if the EMPLOYEE elects to work additional shifts or if the EMPLOYEE works more than seven, six or five days in a row, depending on their shift, at the time of shift change.
- I. Split Shifts: Any shift may be split with the prior mutual agreement of the EMPLOYEE and supervisor.
- J. Flex Time: A flex time schedule may be worked on any shift with the prior mutual agreement of an EMPLOYEE and supervisor.
- K. Police Dispatchers and Police Services Technicians working a 5-8 or 4-10 schedule with a paid duty meal break must remain on the police department's property during lunch periods so that they may respond to emergencies as needed. With notification of their on-duty supervisor or watch commander, they may leave the station property for a maximum of 15 minutes of the meal break to travel to and from a meal pick-up. At all times the Police Dispatchers and Police Services Technicians will remain in communication with the Watch Commander or Communications staff via a handheld police radio.

Full-time Police Dispatchers have the right of first refusal for overtime shifts before offering them to part-time employees.

**SECTION 1.11.02 REDUCED WORKWEEK**

**The following section applies to NON-SWORN EMPLOYEES only**

The CITY may permit full-time EMPLOYEES to work a regularly scheduled reduced workweek with the approval of the Police Chief. Salary and benefits for EMPLOYEES working a reduced workweek will be proportional to the regularly scheduled reduced bi-weekly hours as shown below.

70-79 bi-weekly hours	=	Full benefits
60-69 bi-weekly hours	=	75% benefits
40-59 bi-weekly hours	=	50% benefits
Less than 40 bi-weekly hrs	=	No benefits

**SECTION 1.12.01 HOLIDAY LEAVE**

- A. Each EMPLOYEE shall be credited on January 1 with an advance posting of 112 hours of available holiday time.
- B. New EMPLOYEES who commence employment after January 1 shall be credited with an advance posting of the number of actual CITY holidays yet remaining in the calendar year.
- C. The CITY encourages the use of holiday leave on an annual basis. Unless a specific exception is provided by the City Manager, an EMPLOYEE may carry not more than 192 hours of holiday leave. Holiday time off will be guaranteed if the request is made seven (7) calendar days in advance of the affected shift and minimum staffing levels are met at the time of the request.
- D. Scheduled holiday time may be cancelled by the EMPLOYEE provided that the EMPLOYEE has provided a minimum of seven (7) calendar days notice prior to the start of the scheduled holiday time. Scheduled holiday time may be cancelled by the EMPLOYEE with less than seven (7) calendar days notice only upon approval of the Division Commander.
- E. If an EMPLOYEE is separated prior to December 31, and if the pre-credited holidays, which occur after separation, have been used, the salary cost of the pre-credited holiday time so used shall be deducted from the EMPLOYEE'S final paycheck.
- F. EMPLOYEES shall, upon separation, be paid for holidays occurring before separation that were credited but not used.

In addition, any other day proclaimed by the La Mesa City Council as a public holiday, shall be added to the EMPLOYEE'S accumulated holiday time.

**SECTION 1.12.02 HOLIDAY PAY**

EMPLOYEES that are scheduled to work on the holidays of Thanksgiving, Christmas, or Easter shall be paid at a rate two times their regular rate of pay for actual time worked on these days. This pay provision will commence at 12:01 a.m. and end at 12:00 midnight on the identified holiday.

EMPLOYEES that work overtime or are called back on the above holidays shall be paid at a rate of two and one half (2½) times their regular rate of pay for call-back pay or overtime worked on these days.

**SECTION 1.13 VACATIONS**

Accrual: EMPLOYEES shall accrue paid vacation leave as follows:

<u>Months of Service</u>	<u>Vacation Hours Authorized Per Year</u>	<u>Accrual Rate Per Pay Period</u>
0 - 60	80	3.077
61 - 120	120	4.615
Over 120	160	6.154

Eligibility: A probationary EMPLOYEE may use accrued vacation time only after six (6) months of employment.

Accumulation: The CITY encourages the use of vacation leave on an annual basis. Unless a specific exemption is provided by the City Manager, an EMPLOYEE may carry not more than two (2) times the yearly allowance of vacation leave.

Payment upon separation: All EMPLOYEES with over six months service shall, upon separation, be paid at their current rate of pay for up to their maximum accumulated vacation time.

Scheduling: The times during a calendar year when an EMPLOYEE may take leave in weekly increments shall be determined as follows:

- A. A vacation schedule specifying available time slots based upon staffing needs of the Department during the ensuing year will be posted for each division no later than October of each year. EMPLOYEES assigned to the Patrol Division will select their vacation from within their division. EMPLOYEES from the Special Enforcement Detail, Investigations Unit, and Traffic Unit will select their vacation from within their units.
- B. In order to ensure a more equitable distribution of available vacation times among the ranks in the Department, EMPLOYEES initially may select up to a four (4) week block on a seniority basis within each rank.
- C. The process shall then be repeated three times.
- D. The Police Chief may authorize an EMPLOYEE with a specific pre-planned and pre-approved longer vacation plan to select an initial block of vacation time greater than the four (4) week initial limitation.
- E. After all EMPLOYEES have exercised their options as above; an EMPLOYEE may then request additional time-off still available on the master vacation schedule on a first-come, first-serve basis.
- F. Once vacations have been selected based on the vacation schedule available allotments, said vacations are deemed to be approved by the Department.

- G. Additional unscheduled vacation time-off must be requested and approved at least 24 hours before said unscheduled vacation is to begin.
- H. Scheduled vacation time may be cancelled by the EMPLOYEE provided that the EMPLOYEE has provided a minimum of seven (7) calendar days notice prior to the start of the scheduled vacation time. Scheduled vacation time may be cancelled by the EMPLOYEE with less than seven (7) calendar days notice only upon approval of the Division Commander.
- I. When assigned to a special assignment (Investigations, Traffic, etc.), vacation selection shall be based on the employee's current level of seniority in the specific unit and not on the overall seniority in the Department. Prior time in the unit shall not be counted for purposes of this section.
- J. An EMPLOYEE'S previously approved vacation time off may be cancelled or rescheduled upon promotion. The employee may select vacation time off in the remainder of the year from the time slots that are available in the vacation schedule applicable to the new rank.

### **SECTION 1.13.01 EXCHANGE OF DAYS OFF OR SHIFTS**

An EMPLOYEE shall be allowed to exchange days off or shifts with another EMPLOYEE, at the initiation of the EMPLOYEES involved and with the approval of the immediate supervisors, watch commanders, and division commander under the following conditions:

Days Off: Requests for exchange of days off shall be submitted in writing, signed by both parties, and shall normally be submitted 72 hours before the first day of exchange. Exchange of days off not submitted 72 hours in advance may be approved by the supervisor(s) and watch commander(s). All supervisors and watch commanders involved shall receive a copy of the request and shall indicate approval or disapproval.

Shifts: Requests for exchange of shifts shall normally be submitted in writing, signed by both parties, no less than five (5) days before the first day of the proposed new shift. Requests for exchange of shifts must be approved by the EMPLOYEE's shift Sergeant, Lieutenant and Division Commander. Once approved, the Lieutenants impacted by the exchange shall make the appropriate schedule adjustments. In cases of verifiable need, an EMPLOYEE may be authorized to exchange shifts after the shift schedule has been made up.

Responsibilities: The individual EMPLOYEES shall be responsible for ensuring that the exchange results in the prospective positions being filled and filled without recourse to sick leave or other reasons. The Department and the CITY accept no responsibility for the time worked and not repaid, or any default of the exchange agreement between the two EMPLOYEES. All exchanges must be completed within one (1) year.

If the exchange of days off is not fulfilled due to the EMPLOYEE who agreed to work failing to appear for work, the EMPLOYEE who agreed to work in his/her place is subject to discipline and if overtime is paid as a result of the EMPLOYEE's failure to appear, the amount of overtime paid may be deducted from the EMPLOYEE who agreed to work.

#### **SECTION 1.14 COMPENSATORY TIME OFF**

Overtime compensation shall be payable to EMPLOYEES in cash or in compensatory time off, at the election of the EMPLOYEE.

Determination of pay or compensatory time off for overtime shall be made at the conclusion of the overtime worked.

Compensatory time off shall not be accumulated in excess of 120 hours for all employees covered under this agreement.

The CITY and ASSOCIATION agree that consideration of requests for the use of compensatory time off must take into account public safety and the safety of EMPLOYEES, and should not unduly disrupt the operations of the Department. The CITY and ASSOCIATION further agree that in providing EMPLOYEES with the ability to select compensatory time off in lieu of paid overtime, that the CITY will make a reasonable effort to grant requests for the use of compensatory time off, as described in this section.

The Department agrees to have the work schedules posted at least twenty-one (21) days in advance. Requests for compensatory time off may be submitted up to six weeks in advance of the requested leave date, to the supervisor for the affected shift. Compensatory time off shall be granted when requested at least 14 days in advance if, at the time of the request, granting the leave will not reduce patrol staffing below minimum requirements or if a qualified EMPLOYEE is found, as specified below. In cases where granting the leave would reduce patrol staffing below minimum requirements, the Department will post a request for a qualified EMPLOYEE, as determined by the Chief of Police or the Chief's designee, to work on an overtime basis so that the leave request may be granted. The EMPLOYEE requesting leave may assist by arranging for a qualified EMPLOYEE to work in his/her place but is not required to do so. If a qualified EMPLOYEE does not fill the request to work in place of the EMPLOYEE requesting the leave, the leave request will not be granted. Requests for compensatory time off that are not made with 14 days advance notice shall be subject to approval by the supervisor.

If the granting of compensatory time off for EMPLOYEES of the Investigations Unit and/or the Special Enforcement Detail would cause staffing to fall below the staffing standards established for the unit and/or detail, the Department may choose to deny the request, offer overtime to qualified employees to fill the vacancy, or operate below staffing standards. Department staffing standards are found in Department Instructions 314 and 621.

## **SECTION 1.14.01 PHYSICAL FITNESS PROGRAM**

### A. Program Summary

The Physical Fitness Program has been designed to promote greater overall health, reduced illness and reduced injuries for program participants. Physical Fitness Program participation shall be voluntary at the choice of all SWORN and NON-SWORN EMPLOYEES. It consists of Police Department proctors testing the fitness level of the EMPLOYEE on a quarterly basis. Paid time off will be awarded to the EMPLOYEE at their regular rate of pay based on the testing procedures outlined in Section 1.14.01 (C) and Annex B. Proctors shall be recommended by the ASSOCIATION and approved by the Police Chief.

Any exercise participated in to improve an EMPLOYEE's conditioning is strictly voluntary. The CITY does not endorse or recommend that an EMPLOYEE engage in any particular exercise to achieve physical fitness. EMPLOYEES are encouraged to consult with their own physician before beginning any fitness program. Nothing in this section is intended to limit or restrict any rights the EMPLOYEE or CITY may have under California Workers' Compensation law.

Nothing in this section is intended to amend or replace Department fitness standards relative to the Special Response Team (SRT) program.

### B. Physical Fitness Time Off

Paid time off earned under this program shall be credited to an EMPLOYEE's compensatory time off (CTO) bank. Requests for time off based on hours earned under this program shall be administered according to CTO provisions contained in Section 1.14 of this MOU. Overtime will not be paid in lieu of compensatory time if EMPLOYEE has reached the maximum accrual of compensatory time. Any hours above the maximum accrual will not be credited.

### C. Fitness Testing Procedures

Any EMPLOYEE that volunteers to participate in the assessment program shall sign a release acknowledging that they participate in the measurement activities voluntarily, and that they shall not be compensated for time spent in the assessment. This waiver shall not affect any rights that the EMPLOYEE may have under California Workers' Compensation law. Physical fitness testing shall be conducted on a quarterly basis. The assessment will consist of seven (7) measurements. Participants can earn from one (1) to five (5) points based on their performance in each of the following measured activities:

- Resting Heart Rate
- Resting Blood Pressure
- Body Composition
- Flexibility

- Sit-ups
- Push-ups
- 1.5 mile walk/run

Participants can earn a maximum of 35 points. Physical Fitness Time (PFT) hours shall be earned according to the following formula:

31 points or more	10 hours
24 to 30 points	6 hours
17 to 23 points	4 hours
10 to 16 points	2 hours
Less than 10 points	1 hour (program proctors must certify that the participant made a valid effort)

Points in each of the measured activities shall be awarded according to the standards outlined in Annex B.

D. Review of Fitness Testing Procedures

The Police Chief shall review Physical Fitness Testing procedures and standards every two years to ensure that they are consistent with current health and fitness standards and best practices. The ASSOCIATION shall provide input to the Police Chief regarding testing procedures and standards. ASSOCIATION input shall include participation by program proctors. The Police Chief, in conjunction with the ASSOCIATION, shall have discretion to make changes to Physical Fitness Testing procedures and standards following his review. Changes shall be limited to the procedures and standards outlined in Annex B. All other program changes shall be subject to negotiation between the CITY and ASSOCIATION.

**SECTION 1.14.02 MOTOR MAINTENANCE PROGRAM**

Motorcycle Officers shall receive 2.5 hours per week at straight time for Motor Maintenance Time Off in exchange for keeping their motorcycles in safe operating condition and cleanliness maintained. Paid time off earned under this program shall be credited to an EMPLOYEE’s compensatory time off (CTO) bank. Requests for time off based on hours earned under this program shall be administered according to CTO provisions contained in Section 1.14 of this MOU.

**SECTION 1.14.03 CANINE OFFICER PROGRAM**

The CITY and the ASSOCIATION have agreed to initiate a Canine program and agree to the following consideration for employees serving as canine officers:

The CITY agrees that EMPLOYEES serving as canine officers require a half hour per day for the care and feeding of the police canine. Such EMPLOYEES will receive a half hour of overtime compensation for each scheduled day off while serving as a canine officer. The overtime compensation may be in the form of pay or compensatory time off, at the election of the EMPLOYEE (the election of compensatory time off must be within the limits

described in Section 1.14). On scheduled work days where the EMPLOYEE utilizes leave time (vacation, holiday, or compensatory time off) the amount of leave time required will be reduced by a half hour per day to account for time required for the care and feeding of the police canine. The half hour of overtime compensation shall not be provided on days when the police canine is not in the care of the assigned EMPLOYEE, such as when kenneled, being held at a veterinary office or hospital, or otherwise not in the care of the assigned EMPLOYEE.

The regularly scheduled work shift of an EMPLOYEE serving as a canine officer will be adjusted by a half hour each day to provide time for the care and feeding of the police canine within the regular hours of work on the EMPLOYEE'S work days.

### **SECTION 1.15 HEALTH INSURANCE**

The CITY agrees to contribute on behalf of each EMPLOYEE and each eligible annuitant, the minimum contributions as required by the Public Employees Medical and Hospital Care Act (PEMHCA) toward the payment of premiums for health insurance under the PERS Health Insurance program. The EMPLOYEE agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses, and the CITY'S contribution of the minimum required by the PEMHCA. The City's minimum contribution toward health insurance under this section shall be included in the amount contributed to an employee under the City's cafeteria plan as defined in Section 1.18.01.

All EMPLOYEES must enroll in one of the PERS health program plans, unless they submit to the CITY both (1) proof of group health coverage at least comparable to the current plans offered by PERS, and (2) sign a PERS health insurance waiver. EMPLOYEES who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions for any other eligible plans.

### **SECTION 1.16 LIFE INSURANCE**

The CITY will provide its EMPLOYEES at no cost to them, one (1) times their annual pay in term life insurance and will make available a voluntary supplemental life insurance program for up to an additional one (1) times the basic amount which must be paid for by the EMPLOYEE.

### **SECTION 1.17 STATE DISABILITY INSURANCE**

NON-SWORN EMPLOYEES covered by this agreement shall participate in the State of California's State Disability Insurance (SDI). All premiums required by the State for SDI shall be automatically deducted from the pay of covered EMPLOYEES and forwarded to the State pursuant to governing rules and regulations.

#### **SECTION 1.17.01 EAP PROGRAM**

The CITY will provide an Employee Assistance Program (confidential assessment and

referral system) which includes up to six (6) counseling sessions at no cost to the EMPLOYEE. This program is on a voluntary basis. If the EMPLOYEE seeks to use any of the referral agencies in this program, the cost shall be paid for by the EMPLOYEE. The CITY agrees to distribute details of this program to all EMPLOYEES.

**SECTION 1.18 FLEXIBLE SPENDING ACCOUNT**

A flexible benefit spending account, in accordance with Section 125(g) of the Internal Revenue Service Code, will be offered to all EMPLOYEES so that EMPLOYEES may elect to budget for certain health and welfare benefits on a pre-tax basis. If the CITY does not meet IRS regulations for any reason, this benefit will be discontinued.

**SECTION 1.18.01 CAFETERIA PLAN**

The CITY agrees to provide a cafeteria style benefit plan for all EMPLOYEES. The CITY’s current monthly cafeteria contributions are:

Employee Only	Employee + 1	Family
\$564.72	\$1,009.32	\$1,314.58

Effective with the start of the second pay period in December 2016, the following additional monthly contributions shall be added to the current monthly cafeteria benefit plan amounts:

- Employee Only: Additional \$20/mo. (\$584.72)
- Employee + 1: Additional \$30/mo. (\$1,039.32)
- Family: Additional \$40/mo. (\$1,354.58)

Effective with the start of the second pay period in December 2017, the following additional monthly contributions shall be added to the 2016 monthly cafeteria benefit plan amounts:

- Employee Only: Additional \$20/mo. (\$604.72)
- Employee + 1: Additional \$30/mo. (\$1,069.32)
- Family: Additional \$40/mo. (\$1,394.58)

The allocation shall be used to pay for the benefits in the cafeteria plan selected by the EMPLOYEE, to include health insurance, dental insurance, flexible spending accounts, and other options as the CITY may make available. In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE’S salary as a payroll deduction.

In the event that the total cost of benefits or flexible spending accounts is less than the cafeteria allotment, the EMPLOYEE will receive the balance in the form of cash (less all applicable taxes). An EMPLOYEE who has met the requirements stated in Section 1.15 and elects not to be covered under City-provided medical insurance shall receive an allotment of \$115 per month for other cafeteria benefits.

## **AFFORDABLE CARE ACT (ACA) REOPENER ON HEALTH INSURANCE**

The City may reopen negotiations on the issue of health insurance or the cafeteria plan in order to avoid penalties or taxes under the ACA that may result from an interpretation of the ACA by the Internal Revenue Service (including, but not limited to, a revenue ruling, regulation or other written guidance) or a ruling by a court of competent jurisdiction.

### **SECTION 1.19 RETIREMENT**

#### **For SWORN EMPLOYEES the following retirement benefits apply.**

- A. Sworn Employees Who Are Classic Members (i.e., Employees Who Do Not Qualify As New Members Under The California Public Employees' Pension Reform Act Of 2013 ("PEPRA").

The CITY shall provide the 3 percent at age 50 retirement for all EMPLOYEES hired on or before December 31, 2010, as provided for under the Public Employees' Retirement System (PERS) including the post-retirement survivor allowance, the third level of the 1959 Survivor Benefit, and sick leave conversion benefit (as defined in the current CITY contract and amendments with PERS). The EMPLOYEE will pay the EMPLOYEES' PERS contribution rate of nine (9.0) percent of salary, and said contribution shall be vested to the EMPLOYEES' account.

The CITY shall amend its contract with PERS to create a two-tier retirement system under Government Code section 20475 effective on January 1, 2011. For all SWORN EMPLOYEES hired on or after January 1, 2011, the CITY shall provide the 3% @ 55 retirement formula, as set forth in Government Code section 21363.1. The EMPLOYEE will pay the EMPLOYEES' nine (9.0) percent retirement contribution to PERS and said contribution shall be vested in the EMPLOYEES' account.

- B. Sworn Employees Who Qualify As New Members Under PEPRA.

Employees who are "New Members" under PEPRA (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

The retirement formula shall be 2.7% @ 57; three year average final compensation. New Members shall pay at least 50% of normal cost as determined by CalPERS and the City may not pay any part of the member contribution. All other CalPERS contract amendments/benefits listed in the tiers above shall apply to New Members unless prohibited by PEPRA.

#### **For NON-SWORN EMPLOYEES the following retirement benefits apply.**

#### A. Non-Sworn Employees Who Are Classic Members.

The CITY shall provide the 3% @ age 60 retirement formula for all EMPLOYEES hired on or before December 31, 2010 with highest single year benefit as provided for under the Public Employee's Retirement System (PERS). The EMPLOYEE will pay the EMPLOYEES' PERS contribution rate of eight (8.0) percent of salary, and said contribution shall be vested to the EMPLOYEES' account.

The CITY shall amend its contract with PERS to create a two-tier retirement system under Government Code section 20475 effective on January 1, 2011. For all NON-SWORN EMPLOYEES hired on or after January 1, 2011, the CITY shall provide the 2.5% @ 55 retirement formula with highest single year benefit, as set forth in Government Code section 21354.4. The EMPLOYEE will pay the EMPLOYEES' eight (8.0) percent retirement contribution to PERS and said contribution shall be vested in the EMPLOYEES' account.

#### B. Non-Sworn Employees Who Are New Members Under PEPRA.

Employees who are "New Members" as defined by PEPRA (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will qualify as New Members and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

The retirement formula shall be 2% @ 62; three year average final compensation. New Members shall pay at least 50% of normal cost as determined by CalPERS, and the City may not pay any part of the New Member's contribution. All other CalPERS contract amendments/benefits listed in the tiers above shall apply to New Members unless prohibited by PEPRA.

### **SECTION 1.20 USE OF PAID LEAVE**

Paid leave shall be used prior to an employee being eligible for unpaid leave. This provision does not apply if an employee is receiving temporary disability benefits through Workers' Compensation, State Disability Insurance, the Paid Family Leave program, or while the EMPLOYEE is on military leave. Any exceptions to this provision must be approved by the City Manager prior to the unpaid leave.

EMPLOYEES who resign shall not use paid leave to extend their resignation dates. The last day worked shall be considered the date of resignation and compensable accrued paid leave shall be paid off in lump sum. EMPLOYEES who retire may use paid leave to extend their retirement dates with prior approval of the City Manager.

Leave (except catastrophic and compensatory leave) must be earned prior to the pay period in which it is used.

## **SECTION 1.21 SICK LEAVE ACCUMULATION AND USE**

Sick leave with pay shall accumulate without limit for each probationary and regular EMPLOYEE at the rate of 3.692 hours per pay period.

Sick leave with pay is collectible only when an EMPLOYEE reports promptly to his department head the reason for the absence, keeps the department head informed of his condition if the absence is more than three (3) days, the EMPLOYEE permits the CITY to make such examinations it deems desirable, and the EMPLOYEE furnishes written reports from a licensed and practicing physician when requested by the CITY.

An EMPLOYEE may use sick leave with pay for absences necessitated by illnesses or injuries unrelated to Workers' Compensation, temporary disability related to pregnancy, required medical or dental care, exposure to contagious diseases, or the death, illness, or injury of a member of his/her immediate family. NON-SWORN EMPLOYEES may use sick leave to supplement Workers' Compensation benefits. "Immediate family" shall include EMPLOYEE'S parents, brothers, sisters, spouse or children, step-children, grandparents, mother-in-law or father-in-law, and Domestic Partner as defined in the State of California.

When an EMPLOYEE requests to be absent from work because of death of an immediate family member, he/she will be granted up to three (3) days sick leave plus travel time. Travel time will be actual time used, not to exceed two (2) working days.

Any EMPLOYEE on vacation or holiday leave who becomes ill or injured will be permitted to use sick leave during such period provided the EMPLOYEE furnishes a written report from a licensed and practicing physician.

### **SECTION 1.21.01 CATASTROPHIC LEAVE PROGRAM**

Vacation, floating holiday, or compensatory time credits may be transferred from one or more EMPLOYEES to another EMPLOYEE on a cost-for-cost basis, upon the request of both the receiving EMPLOYEE and the transferring EMPLOYEE and upon approval of the EMPLOYEE's department head, under the following conditions:

- a. The receiving EMPLOYEE is required to be absent from work due to injury or to the prolonged illness of the EMPLOYEE, or the EMPLOYEE's parent, spouse, child, or Domestic Partner as defined in the State of California; has exhausted all earned leave credits, including but not limited to sick leave, vacation leave, compensatory time and holiday credits; and is therefore facing financial hardship.
- b. The transfers must be for a minimum of eight hours and in whole hour increments thereafter.
- c. The total credits received by an EMPLOYEE shall normally not exceed 520

hours; however, if approved by the City Manager the total credits may be increased.

- d. The request for transfers must be made in writing with the signature of the transferring EMPLOYEE, receiving EMPLOYEE, and department head(s). The Human Resources Division will verify eligibility, determine the cost for transferable hours, and prepare the appropriate transaction.
- e. The transfers are irrevocable, and will be indistinguishable from other vacation, holiday or compensatory credits belonging to the receiving EMPLOYEE. Transfers will be subject to all taxes required by law.
- f. This program is not subject to the Grievance Procedure of this Agreement.

### **SECTION 1.22 UNUSED SICK LEAVE REIMBURSEMENT**

All sworn EMPLOYEES are eligible to convert unused sick leave to additional service credit as provided through the PERS sick leave conversion program as provided in section 1.19 of this Memorandum of Understanding.

1. EMPLOYEES with 10 or more years of service with the CITY may elect to convert their sick leave to cash as provided below or to additional years of service through PERS. Any sick leave converted to cash will reduce the available time for conversion to years of service through PERS.
2. EMPLOYEES shall be paid an amount equal to 40 percent of a maximum of 1200 hours of the current cash value of the unused sick leave credited to his or her account upon normal or disability retirement, or death. The provisions of this Section do not alter the accumulation of sick leave as defined in this MOU.
3. For the purpose of defining "Normal" retirement, an EMPLOYEE will be eligible for this benefit as a retiree if he/she has attained the age of 50 with ten (10) years of service. For "disability" retirees, all that is required is ten (10) years of continuous service with the CITY.

#### **For NON-SWORN EMPLOYEES the following reimbursement program applies:**

EMPLOYEES with ten (10) or more years of service shall be paid an amount equal to 40 percent of a maximum of 1200 hours of the current cash value of the unused sick leave credited to his or her account upon normal or disability retirement, death, or termination for any reason.

### **SECTION 1.23 UNUSED SICK LEAVE CONVERSION**

EMPLOYEES may convert a portion of accumulated sick leave to an equal amount of vacation or pay, based on the following formulas:

**Standard 40-hour / 5-day work schedule:**

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
8 or less	40
8.1 to 24	32
24.1 to 40	24
Over 40	Not eligible for conversion

**9/80 work schedule:**

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
9 or less	40
9.1 to 27	32
27.1 to 45	24
Over 45	Not eligible for conversion

**4/10 work schedule:**

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
10 or less	40
10.1 to 30	32
30.1 to 50	24
Over 50	Not eligible for conversion

**3/12 work schedule:**

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
12 or less	40
12.1 to 36	32
36.1 to 60	24
Over 60	Not eligible for conversion

For purposes of this conversion program, usage shall be calculated for the twelve (12) month period beginning and ending with the first pay period in November.

In no event can an EMPLOYEE reduce his/her accumulated sick leave balance below 192 hours. No prorating shall be made for EMPLOYEES terminating on or before the first pay period in November. Sick leave conversion benefits will be paid no later than the 15th day

of December of each year, and retroactive payments are not available. Any payroll corrections made regarding past sick leave usage will only apply to this benefit if corrections are made by December 31st of the calendar year in which payment is made.

### **SECTION 1.23.01 LIMITED DUTY/RETURN TO FULL DUTY**

The CITY may provide limited duty for EMPLOYEES who have physical limitations due to pregnancy, off-duty injuries, or illnesses, subject to the following conditions:

- A. The availability of limited duty and the ability of the EMPLOYEE to perform the limited duty shall be determined by the Police Chief, taking into consideration the EMPLOYEE'S job description and the recommendations of the EMPLOYEE'S physician.
- B. An EMPLOYEE who is on limited duty shall immediately notify the Department when the EMPLOYEE is available for full duty and shall give the Department a physician's statement indicating that the EMPLOYEE may return to full duty.
- C. Regardless of whether the employee has participated in limited duty, the CITY may require the EMPLOYEE to go to a doctor selected by the CITY to confirm the return to duty status prior to returning to full duty.

Nothing in this Section is intended to limit or restrict any rights the CITY may have under California Workers' Compensation law.

### **SECTION 1.24 OUT-OF-CLASS PAY**

Where an EMPLOYEE is temporarily assigned to a higher job classification for the convenience of the CITY for a period of not less than one full shift (8,10,12, hours depending on the shift of the individual being replaced) he/she shall be paid at least 5 percent above his/her regular rate, or the A Step of the class he/she is working, whichever is higher, for that time and for the time he/she continues in the assignment to the higher classification.

Out-of-Class Pay shall be payable to Police Sergeants who serve as Acting Watch Commander for a minimum of (4) hours.

### **SECTION 1.24.01 DISPATCHER/POLICE SERVICES TECHNICIAN TRAINING PAY**

Any Police Dispatcher or Police Services Technician who is assigned as a "Training Officer" will receive an additional five (5) percent in salary during the time he/she continues in the training assignment for increments of one (1) hour or more. Such assignments must be designated and approved by the supervisor.

**SECTION 1.25 TUITION REIMBURSEMENT**

The CITY shall reimburse, up to a maximum of \$1000 per fiscal year, any full-time EMPLOYEE for tuition and textbook costs for an approved college course related to the EMPLOYEE'S job responsibilities. Prior approval of the department head, the Human Resources Manager, and the City Manager are required. In order to qualify for reimbursement, the EMPLOYEE must receive a "C" grade or better.

In addition, the \$1,000 may be used for non-college classes that are job related and enhance job skill. Classes must be approved by the Police Chief and Human Resources Manager prior to attendance. Proof of attendance will be required for reimbursement.

**SECTION 1.26 UNIFORM ALLOWANCE**

The CITY will provide EMPLOYEES in certain classifications an annual uniform allowance as listed below, payable the first pay period in October of each year, for the purchase and maintenance of uniforms in accordance with departmental uniform policies.

The uniform allowance for new EMPLOYEES shall be one full year's allowance plus the amount prorated for the period from date of hire to September 30, and shall be paid to the EMPLOYEE in their first paycheck. This is intended to provide new EMPLOYEES with sufficient funds for the purchase of their initial set of uniforms but not to increase the overall amount of uniform allowance they would receive during this time frame. Accordingly, such EMPLOYEES will not receive a uniform allowance in the first pay period of October of their first year of employment.

Job Classifications and the annual amounts for which the CITY provides a uniform allowance are as follows:

<u>Classification</u>	<u>Amount</u>
Police Officer	\$700
Police Officer Trainee	700
Police Corporal	700
Police Sergeant	700
Animal Control Officer	550
Community Services Officer	550
Communications Supervisor	500
Police Property Officer	500
Police Dispatcher	500
Police Services Technician	500

The CITY shall reimburse any EMPLOYEE for the actual cost of replacement or repair as appropriate up to a maximum of \$300 per incident, of any uniform or personal items that are damaged as a result of his/her duty responsibilities. The CITY shall pick up the cost of any newly implemented change in uniform standards during the life of this Memorandum of Understanding.

### **SECTION 1.26.01 PROTECTIVE VEST ALLOWANCE**

The CITY will reimburse a maximum of \$1,000 to each SWORN EMPLOYEE and Community Services Officer covered by this MOU for the purchase of a protective vest. SWORN EMPLOYEES and Community Services Officers seeking reimbursement must have the make and model of protective vest approved in advance by their Division Commander and must then submit satisfactory evidence of purchase to the Services Division Commander, including date of manufacture and the warranty period for the ballistic material.

SWORN EMPLOYEES and Community Services Officers will be eligible for reimbursement if they do not have a protective vest under current warranty for the ballistic material or in the 90 days prior to the expiration of their current protective vest ballistic material warranty. Reimbursement will be provided in other circumstances, as approved by the Police Chief.

The definition and terms qualifying a protective vest as serviceable and policy governing its use will be as outlined in departmental written guidelines on protective vests.

The SWORN EMPLOYEE or Community Services Officer has the option of being reimbursed for the protective vest or purchasing the protective vest from an approved location and having the CITY invoiced up to the allotted amount for the vest.

### **SECTION 1.27 COURT LEAVE (JURY DUTY)**

#### ***This section applies to Non-Sworn EMPLOYEES Only.***

Court leave is paid leave granted by the CITY to enable that EMPLOYEE to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the EMPLOYEE is not a party, before a Federal, Superior, or Municipal Court located within San Diego County. Paid Court Leave shall also be granted by the CITY for EMPLOYEES required by the Court to serve on a Grand Jury.

Upon receipt of a notice to serve as a juror, the EMPLOYEE will notify his/her division commander of the notice and scheduled time of service. When in the opinion of the Police Chief, such duty will adversely affect the operations of the Department, the EMPLOYEE will request deferral or exemption from jury duty. The CITY will submit a letter confirming the need for such deferral or exemption if required by the court.

When service as a juror is required, court leave shall be limited to:

1. Required attendance before Federal, Superior, Municipal, or Justice Courts located within San Diego County; or required Grand Jury service.
2. Time in attendance at court together with reasonable time between court and work if attendance is for less than a full day and the EMPLOYEE can

reasonably be expected to return to work.

3. Court leave shall not be granted when the EMPLOYEE is paid an expert witness fee or when attendance is part of the EMPLOYEE'S official CITY duties.
4. EMPLOYEES shall retain all payments received for serving as a juror.

### **SECTION 1.29 BILINGUAL PAY**

EMPLOYEES who meet the departmental requirements for recognition as "bilingual" (languages as approved by the Police Chief, including sign language) and who are in assignments where they may regularly use their bilingual abilities shall receive additional compensation of \$60 per month.

### **SECTION 1.29.01 PAYMENT FOR BODILY SEARCH / SURVEILLANCE**

Non-Sworn EMPLOYEES may be required to perform a bodily search of suspects of the same sex as the EMPLOYEE and/or may be required to monitor suspects while the suspect is using the restroom. In the event that a Non-Sworn EMPLOYEE is required to perform such a search and/or surveillance, he/she shall receive additional compensation in the amount of one (1) hour pay at an overtime rate for each incident. An EMPLOYEE may receive more than one such payment per day, however, it is recognized that one incident may involve multiple searches and/or surveillances and would only require one payment under this section.

Police Service Technicians will not conduct bodily searches or surveillance and are exempt from this section, except in cases of emergency.

### **SECTION 1.29.02 NIGHT SHIFT DIFFERENTIAL**

EMPLOYEES scheduled or called in to work a full (8 hours minimum) graveyard shift (scheduled between the hours of 1700 – 0600) shall receive a differential in the amount of 2% of base salary.

### **SECTION 1.30 MILEAGE**

CITY will provide transportation to EMPLOYEES as required for the performance of their duties. When such transportation is not available, EMPLOYEES may use their private vehicles for transportation (upon direction and/or approval of the Police Chief or his designee), and will be reimbursed for mileage based on the City's adopted Expense and Use of Public Resources Policy.

### **SECTION 1.30.01 REIMBURSEMENT OF TRAVEL EXPENSES**

CITY will provide a per diem rate at the GSA sanctioned rate. Guidelines for receiving the per diem rate are provided in departmental policy.

**SECTION 1.31 CALL-BACK PAY**

EMPLOYEES called back to duty shall be paid for a minimum of two (2) hours at the overtime rate. This two-hour minimum shall also apply when EMPLOYEES are called to work early before the start of their regular shift, except when the EMPLOYEE is already at the station and is required to begin work prior to the start of his/her regular shift. In such cases, the EMPLOYEE shall be paid at the overtime rate for actual time worked.

When EMPLOYEES are on duty, still in the station at the conclusion of their shift and are required to work additional time, or are scheduled for overtime, the EMPLOYEE shall be paid at the overtime rate for actual time worked and call-back pay would not be provided.

**SECTION 1.32 PEACE OFFICER STANDARDS AND TRAINING (P.O.S.T.) INCENTIVE PROGRAM**

***This section applies to SWORN EMPLOYEES only.***

Educational incentive pay for Police Officer will be based on 5% of Police Officer Step E for an Intermediate P.O.S.T. or 10% of Police Officer Step E for an Advanced P.O.S.T. Educational incentive pay for Police Sergeant will be based on 5% of Police Sergeant Step E for an Intermediate P.O.S.T. or 10% of Police Sergeant Step E for an Advanced P.O.S.T. The amounts for “Intermediate” or “Advanced” educational incentive pay will not be cumulative. Intermediate P.O.S.T. educational incentive pay will be replaced by Advanced P.O.S.T. educational incentive pay when qualifications are met.

Educational incentive pay for Intermediate or Advanced P.O.S.T. certificates shall be reported to CalPERS as special compensation.

Employees at Step E and below prior to the ratification of this MOU by the City Council, who also have P.O.S.T. certificates, shall remain at their current step on the salary schedule and shall be eligible for educational incentive pay for P.O.S.T. certificates under this section, calculated as a percentage of Step E of the applicable EMPLOYEE classification.

The EMPLOYEE shall be responsible for notification of the CITY and for providing appropriate documentation as required by the CITY and by P.O.S.T. Payment for obtaining such Certificate will be based on the date of issuance on the P.O.S.T. certificate, except when new EMPLOYEES possess a P.O.S.T. Certificate upon employment. For new EMPLOYEES, the date for the additional pay shall be the date of employment.

The CITY shall promptly review the information provided by the EMPLOYEE and will send a completed application to P.O.S.T. within fourteen (14) calendar days of submittal to the CITY.

Because of the additional complexity of the P.O.S.T. certification process, retroactive

adjustment of errors as provided in section 1.10 of this agreement will be extended to a maximum period of three (3) years prior to the time of discovery.

### **SECTION 1.33 MASTER OFFICER**

***This section applies to SWORN EMPLOYEES only.***

If an EMPLOYEE meets the standards for qualification as a Master Officer and is designated as such by the Police Department he/she shall receive an additional five (5) percent salary compensation during the time he/she performs Master Officer duties for increments of one (1) hour or more. For purposes of this section Master Officer duties include acting supervisor duties, field training of regular and reserve police officers, in-service training presentations to regular and reserve police officers, time required for periodic Master Officer meetings, and final field certification of Explorer Scout trainees.

In the event that the CITY desires to modify the Master Officer program as described above, with respect to the duties, schedules, pay, or benefits of Master Officers, the CITY and the ASSOCIATION will meet-and-confer to determine what modifications should be made to this Memorandum of Understanding.”

### **SECTION 1.34 COURT APPEARANCE PAY**

This section applies only to EMPLOYEES on scheduled time off, who are subpoenaed in the line of duty to be present in court, or at the direction of the Police Chief.

#### **Court Appearance Pay**

EMPLOYEES shall receive time and one-half pay for all time actually spent in court on each case. Court recess for lunch will not be considered "time worked" and will not be compensated, provided that the recess is one hour or less in duration. EMPLOYEES shall be compensated for lunch recesses that last more than one hour. Pay for lunch recesses in such instances shall commence following the first hour (i.e. the first hour shall be considered a duty-free, unpaid lunch recess).

EMPLOYEES shall be guaranteed a minimum of three (3) hours of overtime pay per appearance. On any given day, the three (3) hour minimum shall not be paid more than once in the morning and once in the afternoon.

If the EMPLOYEE appears once in the morning and once in the afternoon on the same case, and the appearance is continuous except for the lunch recess, only one three hour minimum shall apply.

#### **Court Call-Off Pay**

EMPLOYEES shall receive one (1) hour overtime pay if the case is called off the day of the subpoena. It shall be the responsibility of the EMPLOYEE to contact the Police

Department on the day of the scheduled case to determine if the case is called off. Call-off pay shall be the exclusive pay received for cases called off and shall be instead of court appearance, overtime, or other pay for such cases.

#### Court Continuance Pay

EMPLOYEES shall receive one (1) hour overtime pay if their appearance time is continued from the morning to the afternoon, or continued to another day.

### **SECTION 1.35 SPECIAL PROGRAMS**

A Suggestions Awards Program is available to all EMPLOYEES.

### **SECTION 1.36 MANAGEMENT RIGHTS**

It is agreed that, except as specifically delegated, abridged, granted, or modified by this MOU, all rights, powers, and authority of the CITY and prior to the signing of this MOU are retained by the CITY and remain the exclusive right of management without limitation. The exercise of such rights, powers, and authority shall not conflict with this MOU.

### **SECTION 1.37 EMPLOYEE RIGHTS**

The CITY affirms its intent not to use the management rights clause as a guise to discriminate against or harass any EMPLOYEE, group of EMPLOYEES, or the ASSOCIATION.

#### **SECTION 1.37.01 PERSONNEL FILES**

EMPLOYEES may review their own personnel and/or administrative file with the exception of pre-employment background examination results and psychological test results, provided reasonable notice by written request is made to the Human Resources Division of the City (personnel file), or the Police Department (administrative file), whichever applies.

The EMPLOYEE shall make an appointment to review his/her personnel or administrative files at least one working day in advance and the CITY shall honor his/her request under normal conditions.

Any EMPLOYEE wishing to review his/her file under the provisions of this section shall first notify his/her supervisor and obtain approval for the necessary time. The supervisor shall not unreasonably withhold approval, but may set reasonable time limits and schedules so as not to affect Departmental operations. The EMPLOYEE need not notify his/her supervisor if this review is not done while on an on-duty status.

Material derogatory to an EMPLOYEE's conduct, service, character, or personality, shall not be entered in an EMPLOYEE'S personnel or administrative file unless and until the EMPLOYEE is notified and given the opportunity when required to review, comment and

appeal the material pursuant to California law. The EMPLOYEE shall be given a copy of the material on request. The EMPLOYEE shall acknowledge that he/she has read such material by signing and dating the original record, with the understanding that his/her signature signifies only that the material has been read and does not necessarily indicate agreement with its contents.

### **SECTION 1.37.02 VOLUNTEERS**

***This section applies to NON-SWORN EMPLOYEES only.***

The use of volunteers by the CITY shall enhance the services of regular EMPLOYEES and not affect the administration of their benefits as listed in the MOU.

### **SECTION 1.39 MINIMUM NOTICE FOR SHIFT AND/OR SCHEDULE CHANGE**

The intent of the CITY is to provide reasonable notice to EMPLOYEES of schedule changes in regularly assigned days or hours of work or in the assignment of additional overtime days or hours of work. A schedule change is defined as any CITY-mandated adjustment to an EMPLOYEE's previously assigned working days and/or previously assigned working hours. Except in the event of extraordinary circumstances and for EMPLOYEES assigned to the "Special Enforcement Detail," described in La Mesa Police Department Instruction 505, Section H, the CITY shall provide no less than seven (7) days written or oral notice before a schedule change.

If the EMPLOYEE is off-duty, the CITY can satisfy this notice by making a reasonable attempt to contact the EMPLOYEE by email or telephone in addition to placing a written notice in his/her departmental mailbox. It is understood that unforeseen or extraordinary circumstances may require decisions by CITY management that are related to operational necessity or public safety, and these decisions may require less than seven (7) days notice.

If for any reason, regardless of any extraordinary circumstances except for those specified below, the CITY determines that a schedule change is necessary and provides less than the seven (7) days notice as provided above, the CITY shall provide additional compensation to the EMPLOYEE. This compensation shall be equal to two (2) hours pay or compensatory time at an overtime rate for each time that the schedule is changed. This compensation will not be paid for schedule changes where the EMPLOYEE receives compensation as provided for in Sections 1.31 (Call-Back Pay) or 1.34 (Court Appearance Pay), where overtime work is required to complete assignments or activities during the EMPLOYEE'S current work shift, where the schedule change results from a use of sick leave with less than 24 hours notice, or when the change is necessary or desired for a "Special Enforcement Detail" operation.

Shift changes will be posted no later than twenty-one (21) days prior to the effective date of the new shift rotation.

### **SECTION 1.40 REVIEW**

The ASSOCIATION and MERC may meet to discuss and consult with each other the content of this MOU during the term of the existence of this MOU.

### **SECTION 1.41 SAFETY**

The CITY shall replace worn out legally-required or departmental-authorized safety equipment. The Division Commander shall determine when safety gear is worn out or needs replacement. If an EMPLOYEE disagrees with the decision of the Division Commander, the EMPLOYEE may appeal the decision to the Police Chief.

The CITY will strive to provide a safe and healthy working environment in accordance with applicable state and federal laws and regulations. Where safety devices or protective equipment is required through such regulations or through department policy, its use shall be mandatory by EMPLOYEES.

It is agreed that careful observation of safe working practices and CITY safety rules is a primary duty of all EMPLOYEES.

### **SECTION 1.42 LAYOFF PROCEDURE**

#### **A. Scope and Order of Layoff**

When the working force is decreased, layoffs shall occur on a reverse seniority basis, or order of "last hired, first laid off", WITHIN EACH CLASSIFICATION.

#### **B. Return to Former Class**

In the event of a layoff, employees may bump back to a lower classification within the same job series. An EMPLOYEE who bumps back to a lower classification will be considered to have the greatest seniority within this lower classification.

#### **C. Seniority Date**

The seniority date of an EMPLOYEE shall be based upon the original date of hire for regular CITY employment, or in cases where there has been a break in continuous employment, the most recent date of hire for regular CITY employment. Periods of military leave or approved leaves of absence, or if the employee served in good standing for a minimum of two years with a service interruption of not more than one year, shall be credited as continuous service with the CITY. (If interrupted service, time on "non-paid" status will be deducted.)

#### **D. Notice of Layoff to EMPLOYEES**

An EMPLOYEE to be laid-off shall be notified in writing of the impending action at

least fourteen (14) calendar days in advance of the effective date of the layoff.

E. Reinstatement Following Layoff

For a period of twelve (12) months from the date an EMPLOYEE is laid off due to non-disciplinary reasons, the name of the EMPLOYEE shall be placed on a reinstatement list for the job classification held by the employee at the time of the layoff. For positions covered by this MOU at time of demotion, EMPLOYEES who are demoted due to non-disciplinary reasons shall be placed on a reinstatement list for the job classification for a period of thirty-six (36) months from the date that the EMPLOYEE is demoted.

Placement on the reinstatement list shall be in order of seniority and EMPLOYEES will be reemployed in reverse order of layoff within a classification. Any vacancy occurring in a classification for which such a list has been developed shall be filled by a person on the list provided that the following conditions are met:

1. The person is still qualified for the classification (must pass medical exam, polygraph, interim period background, and any other conditions required by P.O.S.T. for reinstatement);
2. The person is available and accepts the reinstatement offer; and
3. The CITY is not prohibited by law or court ruling from making the reinstatement on this basis.

F. Removal of Names from List

The Human Resources Manager may remove an EMPLOYEE'S name from a reinstatement list if any of the following occur:

1. The individual indicates that he/she will be unable to return to employment with the CITY during the life of the list;
2. The individual cannot be reached after reasonable efforts have been made to do so; or
3. The individual refuses two (2) reinstatement offers.

G. Reduced Hours

In the event that the CITY elects to reduce hours of EMPLOYEES in lieu of layoffs, the CITY will meet-and-confer with the ASSOCIATION to discuss changes in benefits and other aspects of this MOU that would be affected by such a reduction in hours.

The Human Resources Manager shall make every effort to transfer an EMPLOYEE who is

affected by a layoff to a vacant position for which the Human Resources Manager determines the employee is qualified.

### **SECTION 1.43 SAVING CLAUSE**

If any section, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU. The parties agree to "meet and consult" within a reasonable time as to the effect of any section invalidated by a Court, State, or Federal agency.

### **SECTION 1.43.01 AMERICANS WITH DISABILITIES ACT**

Because the Americans With Disabilities Act (ADA) requires accommodations for individuals protected under the act, and because these accommodations must be determined on an individual case-by-case basis, the CITY and the ASSOCIATION agree that accommodations necessary to comply with the Americans With Disabilities Act shall supersede any conflicting provisions of this Memorandum of Understanding.

The ASSOCIATION recognizes that the CITY has the legal obligation to meet with the individual EMPLOYEE to be accommodated before any adjustment is made in working conditions. The CITY will notify and seek the input of the ASSOCIATION of these proposed accommodations prior to implementation. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

### **SECTION 1.43.02 NON-DISCRIMINATION**

The CITY and the ASSOCIATION agree that all persons are entitled to equal employment opportunity and the CITY and the ASSOCIATION do not discriminate against qualified persons because of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, sexual orientation, veteran status, disability, physical handicap, or medical condition. It is the CITY's and the ASSOCIATION's policy to treat all persons on the basis of merit, qualifications, and competence.

### **SECTION 1.43.03 CHANGES IN STATE OR FEDERAL HEALTH LAWS**

In the event that the State of California or the Federal Government pass laws that change health coverage provided or the amount that the EMPLOYEES or the CITY pay for Health Insurance Premiums, the CITY and the ASSOCIATION agree to meet and confer regarding possible changes to Sections 1.15 and 1.18.01 of this MOU.

### **SECTION 1.44 CONTINUATION**

Except as expressly set forth in this MOU, all existing Ordinances, Resolutions and Policies of the CITY pertaining to the employment relationship shall remain in full force and effect.

**SECTION 1.45 NO STRIKE CLAUSE**

EMPLOYEES represented by the ASSOCIATION shall not engage in any strike, sit-down, slowdown, or work stoppage during the life of this MOU.

**SECTION 1.45.01 APPEAL OF DISCIPLINARY ACTION**

***This section applies to Non-Sworn EMPLOYEES only.***

In instances of demotion or suspension for a period exceeding three days, an EMPLOYEE may within ten days of the effective date of the action, appeal in writing to the Personnel Appeals Board for a formal review of the facts of demotion or suspension. The appeal shall be deemed filed when it is filed with the City Clerk, and upon the filing of the appeal within the time stated any demotion or suspension shall be stayed pending the final decision of the Appeals Board. All other language as provided in La Mesa Municipal Code Section 3.32.050 applies to this MOU Section.

**SECTION 1.46 SALARIES**

Effective with the first full pay period beginning on or after July 1, 2016, or the first full pay period beginning after ratification of this MOU by the City Council, whichever is later, the CITY shall increase the salaries at all steps for classifications represented by the ASSOCIATION by 4%.

**FY 2016-2017**

	A	B	C	D	E	F*	G*
Police Officer	31.48	33.06	34.71	36.45	38.27	40.19	42.20
Police Officer Trainee***	31.48	33.06	34.71	36.45	38.27	40.19	42.20
Police Sergeant	38.68	40.61	42.64	44.78	47.01	49.36	51.83
Police Corporal **							
Animal Control Officer	20.55	21.58	22.66	23.79	24.98		
Communications Supervisor	30.27	31.78	33.36	35.03	36.78		
Community Services Officer	20.55	21.58	22.66	23.79	24.98		
Police Dispatcher	24.28	25.49	26.77	28.11	29.52		
Police Property Officer	21.96	23.06	24.21	25.43	26.69		
Police Services Specialist	22.23	23.34	24.51	25.73	27.02		
Police Services Technician	20.54	21.57	22.65	23.78	24.97		

Effective with the first full pay period beginning after July 1, 2017, the CITY shall increase the salaries at all steps for classifications represented by the ASSOCIATION by 3%.

**FY 2017-2018**

	A	B	C	D	E	F*	G*
Police Officer	32.43	34.05	35.75	37.54	39.42	41.39	43.46
Police Officer Trainee***	32.43	34.05	35.75	37.54	39.42	41.39	43.46

Police Sergeant	39.84	41.83	43.92	46.12	48.43	50.85	53.39
Police Corporal **							
Animal Control Officer	21.17	22.22	23.34	24.50	25.73		
Communications Supervisor	31.17	32.73	34.37	36.09	37.89		
Community Services Officer	21.17	22.22	23.34	24.50	25.73		
Police Dispatcher	25.01	26.26	27.58	28.96	30.40		
Police Property Officer	22.62	23.75	24.94	26.19	27.50		
Police Services Specialist	22.90	24.04	25.24	26.50	27.83		
Police Services Technician	21.16	22.22	23.33	24.50	25.72		

\*Step F (5 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) and Step G (8 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) are part of the pay scale and advancement will be based on satisfactory performance on the EMPLOYEE'S performance evaluation and years of service.

\*\* No employees are currently in the Police Corporal classification and no salary has been listed for this position at this time. If the City elects to place employees in this classification, the Corporal salary will be set at that time.

\*\*\*Pay for Police Officer Trainee shall be the same as Police Officer. Police Officer Trainees shall be enrolled in PERS as Miscellaneous, Non-Safety members. An employee shall progress from Police Officer Trainee to Police Officer upon:

1. Graduation from a law enforcement training academy certified by the State Commission on Peace Officer Standards and Training (P.O.S.T.), or upon assignment to a field training program after completion of a portion of such an academy meeting the requirements of Penal Code Section 832, and;
2. Subscribing to the oath or affirmation required by the California Constitution and administered by a duly empowered official of the City of La Mesa.

These ranges do not include Bilingual pay (See Section 1.29 for explanation). Any Bilingual pay shall be in addition to the above amounts.

Advancement from one step to another is based upon merit and is not automatic. With satisfactory performance on an EMPLOYEE'S performance evaluation, however, an EMPLOYEE may advance from the lowest salary step in each classification, "A" step to the "C" step, at six-month intervals. Advancement between "C" step and "E" step may occur at one-year intervals with satisfactory performance on the EMPLOYEE'S performance evaluation. Advancement to "F" step will be based on years of service (5 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) and satisfactory performance on the EMPLOYEE'S performance evaluation. Advancement to "G" step will be based on years of service (8 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) and satisfactory performance on the EMPLOYEE'S performance evaluation.

For EMPLOYEES hired on or after August 15, 1994, an EMPLOYEE may advance from the lowest salary step in each classification, "A" step to the "B" step, at six-month intervals. Advancement between "B" step and "E" step may occur at one year intervals with satisfactory performance on the EMPLOYEE'S performance evaluation. Advancement to "F" step will be based on years of service (5 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) and satisfactory performance on the EMPLOYEE'S performance evaluation. Advancement to "G" step will be based on years of service (8 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) and satisfactory performance on the EMPLOYEE'S performance evaluation.

**SECTION 1.47 DURATION**

The terms of this MOU shall be effective July 1, 2016 and continue in effect through June 30, 2018, and shall not be modified without mutual consent of the parties except as provided for by the Meyers-Milias-Brown Act.

Negotiations for a succeeding term shall begin no later than May 1, 2018 provided that either the CITY or the ASSOCIATION had provided notice of intent to negotiate a new MOU no later than March 1, 2018. Whichever party provides such written notice of intent to negotiate a new MOU shall submit a full written proposal at the first negotiation session.

In the event that neither the CITY nor the ASSOCIATION provide written notice of intent to negotiate a new MOU by March 1, 2018, the current MOU shall remain in effect for one additional year with no changes except that the notice period of this section shall be extended for one year.

The above is, hereby, agreed to by the negotiators for the CITY and the ASSOCIATION on July 6, 2016.

CITY OF LA MESA MUNICIPAL  
RELATIONS COMMITTEE

BY: Steven M. Berliner  
Steven M. Berliner  
Chief Negotiator

Yvonne Garrett  
Yvonne Garrett  
Assistant City Manager

LA MESA POLICE OFFICERS'  
ASSOCIATION

Colin Atwood  
Colin Atwood  
POA President

Brett Riley  
Brett Riley  
POA Member

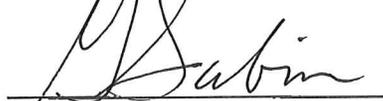


Rida Freeman  
Human Resources Manager



Jose Gaytan  
POA Member

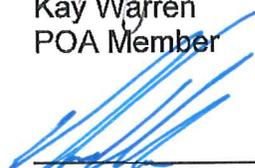
Matt Nicholass  
Police Captain



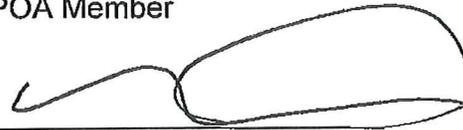
Glenn Sabine  
City Attorney



Kay Warren  
POA Member



Misael Cerda  
POA Member



Brad Fields  
Negotiator for POA

## ANNEX A - GRIEVANCES

A grievance shall be considered as the complaint of an employee or a group of employees arising out of the application or interpretation of existing rules, regulations or policies which come under the application of the Department Head.

For the purpose of this regulation, two types of grievances shall be considered as in existence - reviewable and non-reviewable.

### A. Reviewable grievance

Elements of a reviewable grievance shall be stated on Form 223 as follows:

1. Facts surrounding specific incident; and
2. Specific act or omission by management regarding working conditions or other aspects of employer-employee relations over which the head of the department has control; and
3. Specific inequity or damage suffered by employee as a result of (1) and (2) above; and
4. Specific relief sought by employee, which relief must be within the power of the Department Head to grant.

### B. Non-Reviewable Grievance

A grievance is not reviewable if:

1. The incident is reviewable under any other administrative procedure. For example, applications for changes in job title, job classification, salary increases or denial of a merit increase; appeals from formal disciplinary proceedings, etc.
2. Processing of the grievance would require the modification of a policy as established by the City Council or by law in the form of an ordinance or resolution.

### REVIEWABLE GRIEVANCE PROCEDURE

A reviewable grievance procedure must be submitted in writing on PER Form 223 to the appropriate party not later than ten (10) calendar days after the specific incident comes to the attention of the grievant. Submission shall activate applicable steps as follows:

- Step 1. After investigation and discussion with the employee but not later than three (3) working days after submission, the immediate supervisor shall

give his written decision to the employee using PER Form 223.

- Step 2. If Step 1 fails to achieve settlement, employee must present Form 223 to second line supervisor not later than two (2) working days after submission of first line supervisor's Step 1 decision. After investigation and discussion with the employee but not later than five (5) working days after receiving the Form 223, the second line supervisor shall submit his written decision to the employee.
- Step 3. If Step 2 fails to achieve settlement, employee must present Form 223 to Department Head not later than five (5) working days after submission of second line supervisor's Step 2 decision. After investigation and discussion with the employee but not later than five (5) working days after receiving the Form 223, the Department Head shall submit his written decision to the employee.
- Step 4. If Step 3 fails to achieve settlement, employee must present Form 223 to City Manager not later than five (5) working days after submission of the Department Head's Step 3 decision. After investigation and discussion with the employee but not later than ten (10) working days after receiving the Form 223, the City Manager shall submit his written decision to the employee.
- Step 5. If Step 4 fails to achieve settlement, employee must appeal in writing to Personnel Appeals Board within ten (10) working days. The Board shall render a decision or recommendation within thirty (30) days which shall be final.

The time limits of each step as outlined may be extended by the mutual written consent of both parties. If said extension is agreed to, the duration of the extension shall be agreed to in writing and the statement signed by both parties involved at the step to be extended. If any reviewable grievance is not appealed within the stated time limits or extension of any of the above steps, the reviewable grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority and shall not be eligible for further appeal or review.

Employees may have their employees' organization present their grievances for them. Employees may be permitted reasonable time off with pay to process grievances.

Authorized representatives of their employee organization may visit the City's work premises during working hours by first contacting the designated City representative at the location. Their employee organization representative shall not interfere with normal work operations or cause unnecessary loss of time to the City.

Visitations of their employee organization representatives shall be limited to employee grievances.

Annex B – Physical Fitness Testing Standards

Points in each of the measured activities shall be awarded according to the following standards (Fit Score indicates the points to be earned):

**Resting Heart Rate:** This is a simple measure of how many times per minute the heart beats while the body is at rest.

Age Group	Fit Score	Males	Females
20-59	5	65 or less	70 or less
	4	66-71	71-75
	3	72-76	76-81
	2	77-82	82-87
	1	83 or more	88 or more

**Resting Blood Pressure:** Blood pressure measures the amount of force the blood exerts outward against the inner wall of the arteries. High blood pressure readings are often correlated with coronary heart disease.

Age Group	Fit Score	Male	Male	Female	Female
		Systolic	Diastolic	Systolic	Diastolic
20-29	5	120 or less	76 or less	107 or less	74 or less
	4	121-126	77-80	108-118	75-78
	3	127-131	81-84	119-124	79-83
	2	132-139	85-88	125-128	84-85
	1	140 or more	89 or more	129 or more	86 or more
30-39	5	121 or less	81 or less	109 or less	75 or less
	4	122-126	82-86	110-121	76-79
	3	127-131	87-89	122-128	80-83
	2	132-138	90-93	129-132	84-86
	1	139 or more	94 or more	133 or more	87 or more
40-49	5	122 or less	82 or less	112 or less	76 or less
	4	123-127	83-86	113-120	77-79
	3	128-133	87-92	121-128	80-82
	2	134-140	93-95	129-133	83-86
	1	141 or more	96 or more	134 or more	87 or more
50-59	5	123 or less	83 or less	116 or less	78 or less
	4	124-129	84-87	117-127	79-83
	3	130-138	88-90	128-132	84-87
	2	139-147	91-95	133-145	88-91
	1	148 or more	96 or more	146 or more	92 or more

**Body Composition Assessment:** This assessment is done with calipers and measures the percent of body fat relative to total body mass. It is a much more accurate assessment of obesity than is the height/weight measurement.

Age Group	Fit Score	Males	Females
20-29	5	12.7 or less	15.7 or less
	4	12.8-17.5	15.8-20.9
	3	17.6-20.7	21.0-24.6
	2	20.8-25.5	24.7-30.8

	1	25.6 or more	30.9 or more
30-39	5	13.7 or less	21.5 or less
	4	13.8-17.5	21.6-25.1
	3	17.6-23.4	25.2-28.2
	2	23.5-25.5	28.3-33.2
	1	25.6 or more	33.3 or more
40-49	5	16.9 or less	24.6 or less
	4	17.0-22.4	24.7-27.9
	3	22.5-27.7	28.0-33.3
	2	27.8-28.8	33.4-34.4
	1	28.9 or more	34.5 or more
50-59	5	18.0 or less	25.9 or less
	4	18.1-23.4	26.0-29.2
	3	23.5-28.7	29.3-35.6
	2	28.8-29.8	35.7-36.6
	1	29.9 or more	36.7 or more

**Flexibility:** Flexibility may be defined as the possible range of motion in a joint or in a group of joints. There is no known test that measures the flexibility of all joints, but the sit and reach test will measure the all important flexibility of the lower back and hip areas. Additionally, the elastic ability of the muscles located in the back of the legs and in the trunk is measured.

After removing his/her shoes, the officer sits on the floor or mat with the legs extended forward, knees slightly bent, and leans forward at the waist as far as possible. The fingers are placed on a bench while leaning forward and the distance from the toes is measured. If the officer is flexible enough to reach their toes, a score of 10 is recorded. If the officer is more flexible, a reading of above 10 will be recorded. If the officer is not flexible enough to reach their toes, a score of below 10 will be recorded. The officer must reach and hold the position of both hands on the bench to have the effort measured and recorded. The officer will have three attempts, recording the best attempt.

Age Group	Fit Score	Males	Females
20-29	5	15.75 or more	16.50 or more
	4	14.00-15.50	14.75-16.25
	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	10.25 or less	10.50 or less
30-39	5	15.50 or more	16.50 or more
	4	14.00-15.25	14.75-16.25
	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	10.25 or less	10.50 or less
40-49	5	15.25 or more	16.00 or more
	4	14.00-15.50	14.75-15.75
	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	10.50 or less	11.00 or less
50-59	5	14.75 or more	15.50 or more
	4	13.75-14.50	14.75-15.25

	3	12.00-13.50	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	10.25 or less	12.25 or less

**Sit-ups:** This test measures muscular endurance in the abdominal muscle group, an area of great concern to the sedentary individual. Muscular endurance is the ability of the muscle(s) to contract repeatedly for a particular amount of time. Much evidence exists of the correlation between poor abdominal muscle development, excessive fat tissue and lower back problems. In this test, the officer starts by lying on his/her back, arms bent, and the heels flat of the floor with a partner holding the feet secure, or secured by sit-up bench foothold. On the command to begin, the officer performs as many correct sit-ups (elbows touching knees when at upright position) as possible in one minute.

Age Group	Fit Score	Male/Female		Age Group	Fit Score	Male/Female
20-29	5	52 or more		40-49	5	46 or more
	4	44-51			4	39-45
	3	35-43			3	28-38
	2	24-34			2	17-27
	1	23 or less			1	16 or less
30-39	5	50 or more		50-59	5	43 or more
	4	42-49			4	36-42
	3	32-41			3	24-35
	2	21-31			2	13-23
	1	20 or less			1	12 or less

**Push-ups:** This test also measures muscular endurance. A low level of muscle endurance indicates any inefficiency in movement and a poor capacity to perform work. This test measures mainly the muscles of both the chest and upper arm, which are important if physical confrontations such as pushing, pulling, controlling and handcuffing. The officer starts with only his/her toes and hands touching the floor. Once the test begins, the toes and hands cannot be repositioned. The officer begins by lowering his/her body towards the floor so as to bring the shoulders even with or below the level of the elbow. He/she then pushes up so that elbows "lock out" and immediately thereafter proceeds to repeat the exercise. The total numbers of correctly performed pushups, with stopping or resting, are recorded.

Age	Fit Score	Male	Female		Age	Fit Score	Male	Female
20-29	5	40 or more	25 or more		40-49	5	34 or more	18 or more
	4	34-39	20-24			4	28-33	14-17
	3	27-33	14-19			3	21-27	9-13
	2	21-26	9-13			2	15-20	5-8
	1	20 or less	8 or less			1	19 or less	4 or less
30-39	5	37 or more	23 or more		50-59	5	30 or more	14 or more
	4	31-36	18-22			4	24-29	10-13
	3	24-30	12-17			3	17-23	6-9
	2	18-23	7-11			2	11-16	3-5
	1	22 or less	10 or less			1	10 or less	2 or less

**1.5 Mile Run/Walk:** This test is an excellent indication of the condition of the heart and lungs, as it measures one' aerobic capacity or the ability of the heart and lungs to utilize oxygen.

Age Group	Fit Score	Males	Females
20-29	5	11:29 or less	13:39 or less
	4	11:30-12:09	13:40-15:09
	3	12:10-13:24	15:10-15:54
	2	13:25-14:29	15:55-17:54

	1	14:30 or more	17:55 or more
30-39	5	11:50 or less	13:54 or less
	4	11:49-12:54	13:55-15:14
	3	12:55-13:44	15:15-16:04
	2	13:45-14:44	16:05-18:24
	1	14:45 or more	18:25 or more
40-49	5	12:04 or less	15:11 or less
	4	12:05-13:24	15:10-16:04
	3	13:25-14:14	16:05-17:54
	2	14:15-15:19	17:55-19:29
	1	15:20 or more	19:30 or more
50-59	5	12:56 or less	15:44 or less
	4	12:55-14:04	15:45-17:29
	3	14:05-15:09	17:30-18:54
	2	15:10-16:04	18:55-20:29
	1	16:05 or more	20:30 or more

RESOLUTION NO.

RESOLUTION APPROVING THE 2016-2018 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA MESA AND THE LA MESA CITY EMPLOYEES' ASSOCIATION

---

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, as follows:

1. That the City of La Mesa, through the Municipal Employee Relations Officer and his duly authorized representatives, have met and conferred in accordance with California Government Code Section 3500 et. Seq.; and that the Municipal Employee Relations Officer, through his duly authorized representatives, have agreed to the 2016-2018 Memorandum of Understanding. The 2016-2018 Memorandum of Understanding is hereby accepted.

2. That all terms resulting in increases in pay shall be retroactive to July 1, 2016.

3. BE IT FURTHER RESOLVED THAT THE TERMS AND CONDITIONS AS SET FORTH IN THE 2016-2018 Memorandum of Understanding shall be in full force and effect.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July 2016, by the following vote, to wit:

AYES:

NOES:

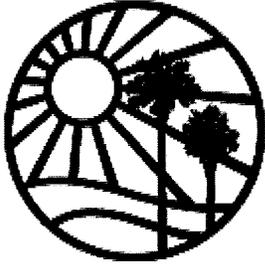
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. \_\_\_\_\_, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)



**CITY OF**  
**LA MESA**

*JEWEL of the HILLS*

**MEMORANDUM  
OF  
UNDERSTANDING  
2016 - 2018**

**LA MESA  
CITY EMPLOYEES'  
ASSOCIATION**

**Memorandum of Understanding**

**Between**

**CITY OF LA MESA, CALIFORNIA**

**and**

**LA MESA CITY EMPLOYEES' ASSOCIATION  
hereinafter known as ASSOCIATION**

**SECTION 1.01 INTENT AND PURPOSE**

This MOU is the result of meeting and conferring by representatives of the City of La Mesa, California, (hereinafter referred to as "CITY") as the employer, and EMPLOYEES (herein referred to as "EMPLOYEES") represented by the La Mesa City Employees' Association (hereinafter referred to as the "ASSOCIATION").

The terms and conditions of employment that are set forth in this MOU have been discussed in good faith between CITY and the ASSOCIATION. The ASSOCIATION has recommended to its members and its membership has approved all of the terms and conditions of employment as set forth herein, and CITY agrees to recommend to the City Council of the City of La Mesa that all the terms and conditions of employment as set forth herein be incorporated in full in a resolution of the City Council. Upon the adoption of such resolution, all the terms and conditions of employment of this MOU so incorporated shall become effective without further action by either party on July 1, 2016.

**SECTION 1.02 COVERAGE**

This MOU covers all work for the City of La Mesa by EMPLOYEES, except management and confidential position employees, in the classifications listed in Section 1.46.

**SECTION 1.03 SCOPE OF MEETING AND CONFERRING**

The scope of representation shall include wages, hours and other terms and conditions of employment. Notwithstanding the foregoing, nothing is intended to circumscribe or modify the exclusive Management Rights of the City of La Mesa.

**SECTION 1.03.01 COMMUNICATION AND NOTICE REQUIREMENTS**

The CITY shall provide the ASSOCIATION with agendas for all Council meetings. The ASSOCIATION shall be given the opportunity to meet and confer with the CITY prior to adoption of any proposed ordinance, rule, or regulation relating to matters within the scope of representation by the ASSOCIATION as required by law. Except in cases of emergency, the agendas shall be distributed at least seventy-two (72) hours prior to implementation (or consideration by the City Council) of any proposed ordinance, rule or

regulation.

In cases of emergency, pursuant to State Law, when the CITY determines that an ordinance, rule or regulation must be adopted immediately without prior notice or meeting with the ASSOCIATION, the CITY shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule or regulation.

All communications and/or notices sent by the ASSOCIATION to the CITY shall be addressed to the Municipal Employee Relations Officer, City of La Mesa.

All communications and/or notices sent by the CITY to the ASSOCIATION shall be addressed to the President, La Mesa City Employees' Association.

It shall be the responsibility of the ASSOCIATION to provide written notice to the CITY of the name and of the current La Mesa City Employees' Association President and to provide timely written updates in the event of a change in the President of the La Mesa City Employees' Association.

### **SECTION 1.03.02 LABOR-MANAGEMENT COMMITTEE**

The CITY and the ASSOCIATION agree to establish a Labor-Management Committee. The purpose of this Committee is to discuss issues relating to this agreement, and other issues of mutual interest. The Committee shall have no authority to change, modify, alter, or amend this agreement. It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations.

The Committee shall be composed of the President of the La Mesa City Employees' Association or his/her designee, one (1) staff representative from the ASSOCIATION, and two (2) additional employee representatives of the ASSOCIATION. The CITY representatives shall be the Human Resources Manager and two (2) additional management employees as appointed by the City Manager.

Meetings shall be held when mutually agreed upon and at times that are mutually acceptable to both parties. Prior to each meeting the President and the Human Resources Manager will develop an Agenda for each meeting. Additional parties may attend the meeting upon the mutual approval of the President and the Human Resources Manager.

This Committee shall meet on approximately a quarterly basis.

### **SECTION 1.03.03 MEETING WITH UNIT MEMBERS**

The CITY grants the ASSOCIATION the opportunity to meet with all of its bargaining unit members twice per year, July 1-June 30, for each year of the contract to discuss UNION membership and other issues of importance to the ASSOCIATION. These meetings will occur on CITY paid time and will last no longer than two hours, including travel time. Scheduling of these meetings will be approved by the CITY prior to the meetings being

held.

**SECTION 1.04 MEET AND CONFER PROCESS**

A reasonable number, not to exceed five, of City EMPLOYEE representatives will be allowed reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the CITY on matters within the scope of representation.

**SECTION 1.05 ACCESS TO WORK LOCATIONS**

Reasonable access to EMPLOYEE work locations shall be granted officers of the ASSOCIATION and its official representatives, for the purpose of processing grievances or contacting members of the ASSOCIATION concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or the Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

The ASSOCIATION may designate up to six (6) Association Representatives to represent EMPLOYEES. Association Representatives shall request from their immediate supervisor and shall be allowed reasonable time off during duty hours for the purpose of investigating disciplinary matters and grievances and of attending disciplinary appeal and grievance hearings, provided the time requested does not substantially impact departmental operations. In the event the Association Representative cannot be released as requested, the supervisor shall provide an alternate time within the next three (3) working days. Association Representatives shall be designated in advance by written notice from the ASSOCIATION to the Municipal Employee Relations Officer and the Association Representative's Department Head.

Representation at disciplinary appeal and grievance hearings will be limited to two representatives of the union. This will however never include more than one employee.

Solicitation of membership and activities concerned with the internal management of the ASSOCIATION, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during working hours, excluding breaks and lunch periods and except as stated in Section 1.03.03. Upon request by the ASSOCIATION, the CITY will provide informational materials prepared by the ASSOCIATION to new EMPLOYEES as part of the CITY's regular orientation of new EMPLOYEES subject to the prior approval of such materials by the Municipal Employee Relations Officer. Such materials shall be provided by the ASSOCIATION at no cost to the ASSOCIATION.

CITY shall notify the appropriate ASSOCIATION representative of new bargaining unit EMPLOYEES upon hire. The ASSOCIATION may then contact the new EMPLOYEE and arrange for a meeting with the EMPLOYEE.

**SECTION 1.06 USE OF CITY FACILITIES**

The ASSOCIATION may, with approval of the Municipal Employee Relations Officer or their designated representative, be granted the use of City facilities during non-work hours for meeting of City EMPLOYEES provided space is available, and provided such meetings are not used for membership drives of City EMPLOYEES except as stated in Section 1.03.03. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The use of City equipment other than items normally used in the conduct of business meetings (such as desks, chairs, blackboards, and audio/visual equipment normally present in CITY facilities) is strictly prohibited, the presence of other equipment in approved CITY facilities notwithstanding.

The CITY will permit the use of the CITY e-mail system for notification of meetings and social events not more than twice monthly upon approval of the Municipal Employee Relations Officer.

The CITY will permit the ASSOCIATION to provide vending machine services at City Hall for the benefit of the employees assigned at that facility. Any revenue generated at that location will be utilized to provide enhancements for the enjoyment of the employees who use the break room.

**SECTION 1.07 USE OF BULLETIN BOARDS**

A reasonable amount of space shall be provided to the ASSOCIATION for the exclusive use of the ASSOCIATION for communications with represented employees. The ASSOCIATION may request bulletin boards to be provided based on the access needs of the represented employees and the CITY will not unreasonably deny such request. The ASSOCIATION shall be responsible to maintain space provided in an orderly condition and shall remove outdated materials.

Materials posted on Bulletin Boards are not to be derogatory, offensive or in conflict with any City policies. Management reserves the right to remove of any inappropriate items.

The ASSOCIATION will be provided bulletin board space at Community Services, subject to all the conditions stated in this section.

**SECTION 1.08 AGENCY SHOP**

A. Authority

The City and LMCEA mutually understand and agree that as a result of the State of California’s adoption of Government Code Section 3502, all employees represented by the LMCEA have the right to join or not join the LMCEA. However, the enactments of a local “Agency Shop” arrangement, pursuant to a secret ballot election under Government Code Section 3502.5(b), requires that as a condition on continuing employment, employees in

the affected bargaining unit must either join the LMCEA, pay to the LMCEA a service fee in lieu thereof, or establish a religious exemption therefrom. Such service fee shall be established by the LMCEA, and shall not exceed the standard initiation fee, periodic dues and general assessments of the LMCEA.

B. Agency Shop

Inasmuch as a majority of LMCEA members voting in a secret ballot election conducted by the Division of Conciliation of the Department of Industrial Relations, pursuant to California Government Code Section 3502.5(b), voted in favor of an Agency Shop, the City agrees to grant LCMEA an Agency Shop provision. Said Agency Shop provision shall be subject to the following terms and conditions:

- 1) An employee working in a classification covered by this MOU shall, within thirty (30) calendar days of his/her employment, either (1) execute a payroll deduction authorization form as furnished by LMCEA, and thereby become and remain a member in good standing in LMCEA; or (2) by a deduction made pursuant to California Government Code Section 3508.5, pay to LMCEA, a monthly service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of LMCEA during the term of the current MOU as hereby amended.
- 2) Each employee who has not submitted a payroll deduction authorization for dues to LMCEA at the time this MOU amendment takes effect shall, within thirty (30) calendar days thereafter, either (1) executive a payroll deduction authorization form as furnished by LMCEA, and thereby become and remain a member in good standing in LMCEA; or (2) by a deduction made pursuant to California Government Code Section 3508.5, pay to LMCEA a monthly service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of LMCEA during the term of the current MOU as hereby amended.
- 3) In the case of an employee who certifies that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, such employee shall execute a payroll deduction authorization form as furnished by LMCEA, and thereby pay sums equal to the monthly service representation fee to a non-religious, non-labor charitable fund, chosen by the employee from a list of at least three such funds which are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The list of funds shall be provided by the City, and shall be made up of funds for which the City offers payroll deductions.
- 4) No dues, fee or contribution deduction shall be made during any pay period when the employee has no pay or the employee’s earnings are insufficient, after all other deductions are made, to cover the full amount of the dues, fee,

or contribution. In such cases, no deductions shall be made from future earnings to cover said pay period.

- 5) The LMCEA shall advise the City, in writing, of the dues and service fee amounts to be deducted. Any change in the amounts will be submitted to the City, in writing, at least thirty (30) days prior to the effective date of such change.
- 6) All deducted dues and service fees shall be remitted to the LMCEA no later than thirty (30) calendar days after deduction. The City shall also provide an itemized statement detailing each employee’s name, amount of deduction, and category of deduction.
- 7) It is agreed that the City assumes no obligations to, in any manner, enforce the provisions of the above paragraphs beyond implementing any valid payroll deduction authorizations submitted by unit employees authorizing the deduction of dues or other authorized payments to LMCEA, or amounts in lieu of service fees to specified authorized charities and deducting agency service fees from all other bargaining unit employees.
- 8) It is recognized that LMCEA, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to union membership or non-membership or their assertion of rights under this MOU or the law.
- 9) This Agency Shop provision may be rescinded by agreement between the parties or in accordance with the requirements of Government Code Section 3502.5(d).

LMCEA agrees to and shall indemnify and hold harmless the City of La Mesa, its Council, boards, commissions, officers, agents, servants and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys’ fees arising from or in any manner connected with the operation of this Agency Shop provision.

### **SECTION 1.09 GRIEVANCES**

To support the current provisions of the La Mesa Municipal Code as outlined under Title 3, Personnel, a grievance procedure is outlined in Annex A attached hereto.

### **SECTION 1.10 GENERAL**

The merit system as it pertains to the selection and promotion of personnel shall not be compromised through the meeting and conferring process.

In order to qualify for the benefits listed in this Memorandum of Understanding, an

EMPLOYEE must be in a regular status position unless otherwise authorized by the City Manager.

The CITY will correct errors in record keeping and will make retroactive adjustments for salary and leave time purposes. Unless specifically provided by law or elsewhere in this Memorandum of Understanding, such adjustments will be limited to a maximum period of one year prior to the time of discovery. Any additional monies owed by the EMPLOYEE, or owed the CITY, will be retroactive for one year only. For purposes of this section, discovery is that date on which the CITY notifies the EMPLOYEE, or that date on which the EMPLOYEE notifies the CITY of such error.

#### **SECTION 1.10.01 DRUG FREE WORKPLACE**

The CITY and the ASSOCIATION both agree that the use, and/or being under the influence of alcohol and/or drugs on the job may detrimentally affect the work performance, safety and security of EMPLOYEES and commit to a "drug free workplace."

#### **SECTION 1.10.02 TOBACCO PRODUCT USE**

The CITY and the ASSOCIATION both agree that the use of cigarettes and other tobacco products can adversely affect the health and work performance of EMPLOYEES, and commit to a "tobacco free workplace." This will mean that EMPLOYEES shall not smoke or use tobacco products while on duty. For purposes of this section, "on duty" does not include lunch or rest periods as defined in Section 1.11 of this MOU. All EMPLOYEES are not permitted to smoke while in CITY buildings or in CITY vehicles at any time.

CITY policy shall be to prohibit smoking and use of tobacco products in City buildings or in City vehicles. To further encourage EMPLOYEES to discontinue smoking or tobacco product use, EMPLOYEES may use Tuition Reimbursement funds as provided in Section 1.25 for costs of smoking/tobacco use cessation programs. This benefit is provided one time only per EMPLOYEE.

#### **SECTION 1.11 HOURS OF WORK AND OVERTIME**

The City has implemented a 9/80 workweek. For purpose of clarification regarding hours worked, overtime, and leave time related to this schedule, the following is provided.

EMPLOYEES on a 9/80 schedule shall be scheduled to work eight nine-hour days, one eight-hour day, and have one day off (in addition to regularly-scheduled weekend off) every two weeks. According to the schedule adopted by the CITY, the working eight-hour day and the day off shall occur on alternating Fridays. For purposes of the 9/80 schedule, an EMPLOYEE's workweek shall be defined as beginning halfway through the EMPLOYEE's working eight-hour day. This effectively results in the EMPLOYEE working two 40-hour weeks in each two week cycle. An example of this schedule is demonstrated below:

**MOU 2016-2018– La Mesa City Employees’ Association**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
OFF	9 hours	9 hours	9 hours	9 hours	4 hours (End Work Week)	OFF
					4 hours (Begin Work Week #1)	
OFF	9 hours	9 hours	9 hours	9 hours	OFF (End Work Week)	OFF
					OFF (Begin Work Week #2)	
OFF	9 hours	9 hours	9 hours	9 hours	4 hours (End Work Week)	OFF
					4 hours (Begin Work Week #3)	
OFF	9 hours	9 hours	9 hours	9 hours	OFF (End Work Week)	OFF
					OFF (Begin Work Week #4)	

Implementation of the 9/80 schedule by itself shall not cause an increase in FLSA overtime, nor shall it cause an increase in leave time provided to EMPLOYEES.

**Overtime:** Overtime work is that time worked in excess of a normal work day or work period as requested and authorized by Department Heads or their authorized representative, and shall be computed to the nearest one-quarter hour.

**Leave Time:** The number of scheduled work hours which the employee is absent shall be deducted from the appropriate leave accumulation (i.e., sick, vacation, compensatory, holiday, etc.).

Additional work schedules (e.g., the 4-10 schedule and the 5-8 schedule), including variations of the 9/80 schedule described above, may be worked with mutual agreement between the EMPLOYEE and his/her supervisor, subject to Department Head and City Manager approval. In the event that a different work schedule is approved, the definition of a workweek shall be changed for the affected EMPLOYEE in order to comply with the Fair Labor Standards Act (FLSA).

**Split Shifts:** Any shift may be split with the mutual agreement of the EMPLOYEE and supervisor with approval of the department head.

Flex Time: A flex time schedule may be worked on any shift with the mutual agreement of an EMPLOYEE and supervisor with the approval of the department head.

Two rest periods of 15 minutes each to be determined by the supervisor shall be provided each shift at approximately two hours and six hours into each shift.

All shifts will have a half-hour or one-hour duty free lunch period approximately midway through each shift. The needs of the CITY will determine the length and time of the lunch hour.

During heavy work schedules, emergencies or unforeseeable circumstances, EMPLOYEES will be given the opportunity for overtime pay provisions if an EMPLOYEE is required to work through their lunch hour. EMPLOYEES will not be required to take late lunches or leave work early in order to circumvent this provision.

The CITY will provide a meal reimbursement of up to five dollars (\$5) for any EMPLOYEE that works four (4) hours or more of overtime outside of the EMPLOYEE'S regular work hours. No more than one such reimbursement shall be provided per EMPLOYEE per day, nor shall such reimbursement be provided in the event that the CITY provides a meal during this period. Payment of such meal reimbursement shall not affect the calculation of hours worked for overtime compensation.

Overtime compensation shall be at one and one-half (1½) times the straight time rate. Overtime is payable to the EMPLOYEE in salary or compensatory time off at the election of the EMPLOYEE, as provided in Section 1.14.

In the event that the CITY deems it necessary to contact an off-duty EMPLOYEE, for information, the actual time spent on the telephone will be considered as hours worked and paid accordingly. This provision does not apply when the City is only making notification of shift and/or schedule change.

Call Back: EMPLOYEES called back for emergency work after normal working hours shall be compensated for a minimum of two (2) hours at the overtime rate. When an EMPLOYEE is called back to work on Christmas or Thanksgiving Day, compensation shall be a minimum of two (2) hours at a rate of two (2) times the regular hourly rate.

EMPLOYEES who are not normally required to work on recognized holidays shall be compensated at a rate of one and one-half (1½) times the regular salary, plus compensation for the holiday, when required to work on a holiday.

### **SECTION 1.11.02 REDUCED WORKWEEK**

The CITY may permit full-time EMPLOYEES to work a regularly scheduled reduced workweek with the approval of the department head. Salary and benefits for EMPLOYEES working a reduced workweek will be proportional to the regularly scheduled reduced week as shown below.

70-79 bi-weekly hours = Full benefits

60-69 bi-weekly hours	=	75% benefits
40-59 bi-weekly hours	=	50% benefits
Less than 40 bi-weekly hrs	=	No benefits

Employees who are receiving full benefits but working less than 80 hours bi-weekly will be paid hour for hour for holidays.

**SECTION 1.12 HOLIDAYS**

All EMPLOYEES shall be granted the following holidays, or the days celebrated for these holidays, with pay:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve (last half of shift)
Labor Day	Christmas Day

Pay for holidays shall be commensurate with the length of the work day pursuant to the City's 9/80 schedule. (i.e., nine-hour days shall be paid at nine hours and eight-hour days shall be paid at eight hours).

EMPLOYEES working a 5-8 schedule shall receive pay for eight hours on closed holidays. EMPLOYEES working a 4-10 schedule shall receive pay for nine hours on closed holidays. The EMPLOYEE shall be required to use one hour of accrued vacation or floating holiday time to supplement the nine hours of paid holiday.

All holidays falling on Sunday will be observed on the following Monday. All holidays falling on Saturday will be observed on the preceding Friday. All holidays falling on an off-Friday pursuant to the 9/80 work schedule shall result in eight hours of holiday time added to the EMPLOYEES' floating holiday banks.

In addition, any other day proclaimed by the La Mesa City Council as a public holiday, day of mourning or day of thanksgiving.

Floating Holidays:

In lieu of celebrating Admission Day, Cesar Chavez's Birthday, and President's Day, EMPLOYEES will be granted three floating holidays to be used at the convenience of the EMPLOYEE with the approval of the department head. Each EMPLOYEE working a 9/80 schedule shall have his/her floating holiday bank credited with nine hours on Admission Day, Cesar Chavez's Birthday, and Washington's Birthday of each year.

EMPLOYEES working a 5-8 schedule shall have 8 hours credited for each Floating Holiday. EMPLOYEES working a 4/10 schedule shall have 9 hours credited for each Floating Holiday.

In no event may an EMPLOYEE take time off prior to the actual holiday without approval of the department head.

Unused floating holiday time may be accumulated from year to year without limit for EMPLOYEES hired prior to July 1, 1991. For EMPLOYEES hired on or after July 1, 1991, unused floating holidays may be accumulated up to a maximum of 160 hours. Additional floating holiday time will not be credited to an EMPLOYEE hired on or after July 1, 1991 if that EMPLOYEE has 160 hours accumulated holiday leave on the books at the time that the floating holiday occurs.

An EMPLOYEE must be in paid status or other previously approved leave the workday preceding a holiday in order to be paid for the holiday. A suspension will not begin the day preceding a holiday in order to further penalize an EMPLOYEE under this section.

**SECTION 1.13 VACATIONS**

EMPLOYEES of the City of La Mesa shall earn paid vacation as follows:

<u>Years of Service</u>	<u>Vacation Hours Authorized Per Year</u>	<u>Accrual Rate Per Pay Period</u>
0-60 months	80	3.077
61-120 months	120	4.615
Over 120 months	160	6.154

Vacations will be scheduled to meet the operating requirements of the CITY and the preference of the EMPLOYEE.

Except in an emergency situation (an unpredictable event) approved by the immediate supervisor, vacation time off must be requested and approved at least 24-hours before the vacation begins.

Vacation leave shall not be earned or accrued during the first six months of employment. Upon six months of employment, the equivalent of six months of vacation accrual shall be posted and available, and vacation shall accrue thereafter according to the schedule outlined above.

Vacations shall be taken in consecutive working days unless otherwise authorized by the department head.

Any holiday, with the exception of floating holidays falling within a vacation period, shall be used during the vacation period and recorded as holiday time. Floating holidays may be taken pursuant to Section 1.12 - Holidays.

The CITY encourages the use of vacation leave on an annual basis. Once an EMPLOYEE

reaches his/her maximum accumulation of vacation hours (two and one-half (2.5) times the annual allowance), he/she will not accumulate additional vacation until the vacation time is reduced below the maximum allowable. Accruals will begin when the balance is reduced below the maximum accumulation unless prior approval is obtained from the City Manager and he has determined that the needs of the CITY require a reasonable extension of time for the EMPLOYEE to use the excess vacation time. In no event shall an EMPLOYEE fail to accrue vacation time due to the needs of the CITY.

EMPLOYEES in the CITY'S service for six (6) months or more shall, upon separation, be paid in cash for their accumulated vacation.

#### **SECTION 1.14 COMPENSATORY TIME OFF**

Overtime compensation shall be payable to EMPLOYEES in cash or in compensatory time off, at the election of the EMPLOYEE.

Determination of pay or compensatory time off for overtime shall be made at the conclusion of the overtime worked.

Compensatory time off shall not be accumulated in excess of eighty (80) hours.

Compensatory time off must be requested sufficiently in advance so as not to jeopardize the efficiency of operation of the Department. This determination shall be made by the Department head or his/her authorized representative.

#### **SECTION 1.15 HEALTH INSURANCE**

The CITY agrees to contribute on behalf of each EMPLOYEE and each eligible annuitant, the minimum contributions as required by the Public Employees Medical and Hospital Care Act (PEMHCA) toward the payment of premiums for health insurance under the PERS Health Insurance program. The EMPLOYEE agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses, and the CITY's contribution of the minimum required by the PEMHCA. The City's minimum contribution toward health insurance under this section shall be included in the amount contributed to an employee under the City's cafeteria plan as defined in Section 1.18.01.

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

#### **SECTION 1.16 LIFE INSURANCE**

The City of La Mesa will provide its EMPLOYEES at no cost to them, one (1) times the annual pay in term life insurance and will make available a voluntary supplemental life insurance program for up to an additional one (1) times the basic amount which must be

paid for by the EMPLOYEE.

**SECTION 1.17 STATE DISABILITY INSURANCE**

EMPLOYEES covered by this agreement shall participate in the State of California's State Disability Insurance (SDI). All premiums required by the State for SDI shall be automatically deducted from the pay of covered EMPLOYEES and forwarded to the State pursuant to governing rules and regulations.

**SECTION 1.17.1 EAP PROGRAM**

The CITY will provide an EMPLOYEE Assistance Program (confidential assessment and referral system) which includes up to six (6) counseling sessions at no cost to the EMPLOYEE. This program is on a voluntary basis. If the EMPLOYEE seeks to use any of the referral agencies in this program, the cost shall be paid for by the EMPLOYEE. The CITY agrees to distribute details of this program to all EMPLOYEES.

**SECTION 1.18 FLEXIBLE SPENDING ACCOUNT**

A flexible Benefit Spending Account, in accordance with Section 125(g) of the Internal Revenue Service Code, will be offered to all EMPLOYEES so that EMPLOYEES may elect to budget for certain health and welfare benefits on a pre-tax basis. If the CITY does not meet IRS regulations for any reason, this benefit will be discontinued.

**SECTION 1.18.01 CAFETERIA PLAN**

The CITY agrees to provide a cafeteria style benefit plan for all EMPLOYEES. The CITY’s current monthly cafeteria contributions are:

Employee Only	Employee + 1	Family
\$564.72	\$1,009.32	\$1,314.58

Effective with the start of the second pay period in December 2016, the following additional monthly contributions shall be added to the current monthly cafeteria benefit plan amounts:

- Employee Only: Additional \$20/mo. (\$584.72)
- Employee + 1: Additional \$30/mo. (\$1,039.32)
- Family: Additional \$40/mo. (\$1,354.58)

Effective with the start of the second pay period in December 2017, the following additional monthly contributions shall be added to the 2016 monthly cafeteria benefit plan amounts:

- Employee Only: Additional \$20/mo. (\$604.72)
- Employee + 1: Additional \$30/mo. (\$1,069.32)
- Family: Additional \$40/mo. (\$1,394.58)

The allocation shall be used to pay for the benefits in the cafeteria plan selected by the

EMPLOYEE, to include health insurance, dental insurance, and flexible spending accounts and other options that may be provided by the CITY. In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE’s salary as a payroll deduction.

An EMPLOYEE who has met the requirements stated in Section 1.15 and elects not to be covered under CITY provided medical insurance shall receive an allotment of \$115 per month for other cafeteria benefits.

In the event that the total cost of benefits or flexible spending accounts is less than the cafeteria allotment, the EMPLOYEE will receive the balance in the form of cash (less all applicable taxes).

### **AFFORDABLE CARE ACT (ACA) REOPENER ON HEALTH INSURANCE**

The City may reopen negotiations on the issue of health insurance or the cafeteria plan in order to avoid penalties or taxes under the ACA that may result from an interpretation of the ACA by the Internal Revenue Service (including, but not limited to, a revenue ruling, regulation or other written guidance) or a ruling by a court of competent jurisdiction.

### **SECTION 1.19 RETIREMENT**

A. “Classic” Members (Employees Who Do Not Qualify As New Members Under The California Public Employees’ Pension Reform Act Of 2013 “PEPRA”).

The CITY shall provide the 3% @ age 60 retirement formula with highest single year benefit for EMPLOYEES provided for under the Public Employee’s Retirement System (PERS) for all EMPLOYEES hired on or before December 31, 2010. The EMPLOYEE will pay the EMPLOYEES’ eight (8.0) percent retirement contribution to PERS and said contribution shall be vested in the EMPLOYEES’ account.

The CITY shall amend its contract with PERS to create a two-tier retirement system under Government Code section 20475 effective on January 1, 2011. For all EMPLOYEES hired on or after January 1, 2011, the CITY shall provide the 2.5% @ 55 retirement formula, as set forth in Government Code section 21354.4. The EMPLOYEE will pay the EMPLOYEES’ eight (8.0) percent retirement contribution to PERS and said contribution shall be vested in the EMPLOYEES’ account.

B. Employees Who Qualify As New Members Under PEPRA

Employees who are “New Members” as defined by PEPRA (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will qualify as New Members and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

- The retirement formula shall be 2% @ 62; three year average final compensation. New Members shall pay at least 50% of normal cost as determined by CalPERS, and the City may not pay any part of the New Member's contribution. All other CalPERS contract amendments/benefits listed in the tiers above shall apply to New Members unless prohibited by PEPRA.

The City has contracted with PERS to include Military Service Credit as Public Service. An EMPLOYEE may elect to purchase up to four years service credit for any continuous active military or merchant marine service prior to employment. The EMPLOYEE is responsible for any costs to purchase such service credit.

### **SECTION 1.20 USE OF PAID LEAVE**

Paid leave shall be used prior to an employee being eligible for unpaid leave. This provision does not apply if an employee is receiving temporary disability benefits through Workers' Compensation, State Disability Insurance, or the Paid Family Leave program. Any exceptions to this provision must be approved by the City Manager prior to the unpaid leave.

An EMPLOYEE who resigns shall not use paid leave to extend his/her resignation date. The last day worked shall be considered the date of resignation, and compensable accrued paid leave shall be paid off in lump sum.

Leave (except catastrophic and compensatory leave) must be earned prior to the pay period in which it is used.

### **SECTION 1.21 SICK LEAVE**

Sick leave with pay shall accumulate for each probationary and regular EMPLOYEE at the rate of one working day for each full month of service (3.692 hours per pay period for full-time EMPLOYEES).

Sick leave pay is collectible only when an EMPLOYEE reports promptly to his department head the reason for his absence, keeps the department head informed of his condition if the absence is more than three days, the EMPLOYEE permits the CITY to make such medical examinations it deems desirable, and the EMPLOYEE furnishes written reports from a licensed and practicing physician.

An EMPLOYEE may use sick leave with pay for absence necessitated by injuries related or unrelated to workers' compensation or illnesses, required dental care, exposure to contagious diseases, or death, or a sickness in his/her immediate family. "Immediate family" shall include the EMPLOYEE's parents, brothers and sisters, spouse or children, grandparents, mother-in-law and father-in-law, and domestic partner (registered in the State of California). EMPLOYEES may use sick leave to supplement Workers' Compensation benefits.

When an EMPLOYEE requests to be absent from work because of the death of an immediate family member, he/she will be granted up to three days sick leave plus travel time. Travel time will be actual time used, not to exceed two working days.

An EMPLOYEE on vacation who becomes ill or injured may be permitted to use sick leave during such vacation period provided the EMPLOYEE furnishes a written report from a licensed and practicing physician.

### **SECTION 1.21.01 CATASTROPHIC LEAVE PROGRAM**

Vacation, floating holiday, or compensatory time credits may be transferred from one or more EMPLOYEES to another EMPLOYEE on a cost-for-cost basis, upon the request of both the receiving EMPLOYEE and the transferring EMPLOYEE and upon approval of the EMPLOYEE's department head, under the following conditions.

- a. The receiving EMPLOYEE is required to be absent from work due to injury or the prolonged illness of the EMPLOYEE, EMPLOYEE's spouse or child; has exhausted all earned leave credits, including but not limited to sick leave, vacation leave, compensatory time, and holiday credits; and is therefore facing financial hardship.
- b. The transfers must be for a minimum of four hours for each type of time transferred, and in whole hour increments thereafter.
- c. The total credits received by an EMPLOYEE shall normally not exceed 520 hours; however, if approved by the City Manager the total credits may be increased.
- d. The request for transfers must be made in writing with the signature of the transferring EMPLOYEE, receiving EMPLOYEE, and department head(s). The Human Resources Division will verify eligibility, determine the cost for transferable hours, and prepare the appropriate transaction.
- e. The transfers are irrevocable, and will be indistinguishable from other vacation, holiday or compensatory credits belonging to the receiving EMPLOYEE. Transfers will be subject to all taxes required by law.
- f. This program is not subject to the Grievance Procedure of this Agreement.

### **SECTION 1.22 UNUSED SICK LEAVE REIMBURSEMENT**

EMPLOYEES with ten (10) or more years of service shall be paid an amount equal to 40 percent of a maximum of 150 days (1200 hours) of the current cash value of the unused sick leave credited to his or her account upon normal or disability retirement, or death. EMPLOYEES with ten (10) or more years of service, who terminate for reasons other than

retirement or death, shall be paid an amount equal to 25 percent of a maximum of 150 days (1200 hours) of the current cash value of the unused sick leave credited to his or her account.

**SECTION 1.23 UNUSED SICK LEAVE CONVERSION**

EMPLOYEES may convert a portion of accumulated sick leave to an equal amount of vacation or pay, based on the following formulas:

**Standard 40-hour / 5-day work schedule:**

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
8 or less	40
8.1 to 24	32
24.1 to 40	24
Over 40	Not eligible for conversion

**9/80 work schedule:**

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
9 or less	40
9.1 to 27	32
27.1 to 45	24
Over 45	Not eligible for conversion

**4/10 work schedule:**

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
10 or less	40
10.1 to 30	32
30.1 to 50	24
Over 50	Not eligible for conversion

For purposes of this conversion program, usage shall be calculated for the twelve (12) month period beginning and ending with the first pay period in November.

In no event can an EMPLOYEE reduce his/her accumulated sick leave balance below 192 hours. No prorating shall be made for EMPLOYEES terminating on or before the first pay period in November.

Any payroll corrections made regarding past sick leave usage will only apply to this benefit if corrections are made by December 31 of the calendar year in which payment is made. Sick leave conversion benefits are only payable in the months of November and December and retroactive payments are not available.

Sick leave conversion for regular part-time employees will be pro-rated based on the regularly scheduled hours compared to a 40-hour workweek. For example, for an employee regularly scheduled to work 24 hours per week, the employee may cash out sick leave at 60% of a full time employee but may not reduce their balance below 115 hours.

### **SECTION 1.23.01 LIMITED DUTY/RETURN TO FULL DUTY**

The CITY may provide limited duty for EMPLOYEES who have physical limitations due to pregnancy, off-duty injuries, or illnesses, subject to the following conditions:

- a. The availability of limited duty and the ability of the EMPLOYEE to perform the limited duty shall be determined by the department head, taking into consideration the EMPLOYEE'S job description and the recommendations of the EMPLOYEE'S physician.
- b. An EMPLOYEE who is on limited duty shall immediately notify the department when the EMPLOYEE is available for normal duty and shall give the department a physician's statement indicating that the EMPLOYEE may return to normal duty.
- c. Regardless of whether the employee has participated in limited duty, the CITY may require the EMPLOYEE to go to a doctor selected and paid for by the CITY to confirm the return to full duty status prior to returning to duty.

If the recommendation of the CITY doctor conflicts with the recommendation of the EMPLOYEE'S doctor, the CITY will request that both doctors discuss the differences, and come to an agreement on when the EMPLOYEE may return to full duty.

Nothing in this Section is intended to limit or restrict any rights the CITY or EMPLOYEE may have under California Workers' Compensation Law.

### **SECTION 1.24 OUT-OF-CLASS PAY**

Where an EMPLOYEE is temporarily assigned to a higher job classification for the convenience of the CITY for a period equal to or exceeding 36 hours in a Monday through Thursday period or 40 hours in a Monday through Friday period, he/she will be paid at least five (5) percent above his/her regular rate, or the A step of the class in which he/she is working, whichever is higher, for the period he/she continues in the new assignment.

### **SECTION 1.25 TUITION REIMBURSEMENT**

The CITY shall reimburse up to a maximum of \$2000 per fiscal year any full-time EMPLOYEE for tuition, mandatory fees, parking costs, and textbook costs for an approved college course related to the EMPLOYEE'S job responsibilities. Prior approval of the

department head and the Human Resources Manager are required. In order to qualify, the EMPLOYEE must receive a "C" grade or better.

In addition, \$500 of the \$2000 may be used for non-college classes that are job-related and approved by the department head and Human Resources Manager. Proof of attendance will be required for reimbursement.

**SECTION 1.26.01 UNIFORM ALLOWANCE**

The CITY will provide EMPLOYEES in certain classifications an annual uniform allowance as listed below, payable the first pay day in October of each year, for the purchase and maintenance of uniforms in accordance with departmental uniform policies.

The uniform allowance for new EMPLOYEES hired after October 1 shall be prorated for the period from date of hire to September 30, and shall be paid to the EMPLOYEE as soon as possible and practical after date of hire.

Job classifications and the annual amounts for which the CITY provides a uniform allowance are as follows:

<u>Classification</u>	<u>Amount</u>
Downtown Operations Assistant	\$ 650
Fire Inspector I/II	\$ 650

**SECTION 1.26.02 UNIFORMS/CLOTHING**

The CITY will provide EMPLOYEES in the following classifications with eleven (11) uniform changes every two weeks.

- Building Maintenance Lead Worker
- Building Maintenance Worker I/II
- Building Maintenance Supervisor
- Custodian
- Equipment Operator
- Equipment Service Worker
- Fleet Maintenance Supervisor
- Heavy Equipment Operator
- Irrigation Technician
- Lead Mechanic
- Mechanic I/II
- Park Maintenance Lead Worker
- Park Maintenance Supervisor
- Park Maintenance Worker I/II/III
- Public Works Crew Leader
- Public Works Maintenance Lead Worker
- Public Works Maintenance Supervisor

Public Works Maintenance Worker I/II/III  
Senior Tree Trimmer  
Tree Trimmer  
Wastewater Maintenance Worker I/II/III

Gloves will be provided to workers in hot asphalt crews and those handling abrasive materials provided the worn-out gloves are returned when new ones are issued.

Short pants may be worn by EMPLOYEES of the Public Works Department in accordance with department standards established for safety, appearance, and appropriateness for work performed. EMPLOYEES who choose to wear shorts will be required to purchase and maintain them.

Recognized protective clothing will be furnished personnel working inside sewers. Such personnel shall be given an annual medical exam related to potential exposure to toxic materials.

### **SECTION 1.26.03 BOOT ALLOWANCE**

The CITY will provide each eligible EMPLOYEE an annual allowance of \$225 per year. The EMPLOYEE shall be required to provide, wear, and maintain work boots in accordance with written policies established by the appropriate Department. These policies may require safety toe, climbing, or other special boots for certain job classifications as outlined in the policies.

The CITY will provide an annual boot allowance to each eligible EMPLOYEE, payable the first payday in October. The CITY will prorate the annual boot allowance upon hire. The following positions are eligible for boot allowance as provided by this section.

Assistant/Associate Engineer  
Building Inspector I/II  
Building Maintenance Lead Worker  
Building Maintenance Supervisor  
Building Maintenance Worker I/II  
Code Compliance Officer I/II  
Custodian  
Engineering Technician I/II  
Environmental Specialist  
Equipment Operator  
Equipment Service Worker  
Fire Inspector I/II  
Fleet Maintenance Supervisor  
Heavy Equipment Operator  
Irrigation Technician  
Lead Mechanic  
Mechanic I/II

Park Maintenance Lead Worker  
Park Maintenance Supervisor  
Park Maintenance Worker I/II/III  
Public Works Crew Leader  
Public Works Inspector I/II  
Public Works Maintenance Lead Worker  
Public Works Maintenance Supervisor  
Public Works Maintenance Worker I/II/III  
Senior Building Inspector  
Senior Tree Trimmer  
Stormwater Program Manager  
Tree Trimmer  
Wastewater Maintenance Worker I/II/III

#### **SECTION 1.26.04 SAFETY GLASSES**

This section applies to EMPLOYEES who are required to wear safety glasses to perform their duties. For EMPLOYEES that require prescription eyewear, the City shall implement a safety glasses reimbursement program of up to \$100 of out-of-pocket costs per pair. The EMPLOYEE shall attempt to utilize the City's insurance coverage to the extent possible. Reimbursement for new glasses shall be limited to instances where the EMPLOYEE's glasses are damaged on-duty or when his/her prescription has been changed. In order to be eligible for reimbursement, the safety-glasses must meet CalOSHA standards.

#### **SECTION 1.27 COURT LEAVE (JURY DUTY)**

Court leave is paid leave granted by the CITY to enable an EMPLOYEE to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the EMPLOYEE is not a party, before a Federal, Superior, or Municipal Court located in the County which the EMPLOYEE resides. Paid Court Leave shall also be granted by the CITY for EMPLOYEES required by the Court to serve on a Grand Jury. EMPLOYEES on jury duty are required to have a court timesheet to be considered on paid leave.

Court leave shall be limited to:

1. Required attendance before Federal, Superior, Municipal, or Justice Courts located in the County in which the EMPLOYEE resides; or required Grand Jury service.
2. Time in attendance at court together with reasonable time between court and work if attendance is for less than a full day and the EMPLOYEE can reasonably be expected to return to work.
3. Court leave shall not be granted when the EMPLOYEE is paid an expert witness fee or when attendance is part of the EMPLOYEE'S official CITY

duties.

4. EMPLOYEES shall retain payments received for serving as a juror in accordance with Section 215 of the California Code of Civil Procedure.

#### **SECTION 1.28.01 STANDBY DUTY**

EMPLOYEES in the job classes of Park Maintenance Supervisor, Public Works Maintenance Supervisor, Fleet Maintenance Supervisor and Building Maintenance Supervisor are required to serve on standby duty on a rotating basis. While serving in this capacity, these EMPLOYEES will wear a pager or remain within telephone contact (as required by the department) and respond to emergency call-backs as necessary.

The Supervisors are expected to respond to emergency callbacks as quickly as possible. As a normal practice, Supervisors are expected to be on-site within one-half (½) hour after receiving the call. Where traffic tie-ups or other circumstances are present which prevent the supervisor from being on-site within one-half (½) hour, the supervisor shall make every effort to reach the site as quickly as possible after that time.

Compensation for standby duty shall include two hours pay at time and one-half for each 24-hour period served. Supervisors who are called back for emergency work after normal working hours shall be compensated as provided in section 1.11 of this MOU.

Information Specialists will be provided standby pay when required to serve in a standby capacity. Compensation for standby duty shall include two hours pay at time and one-half for each 24-hour period served. During standby duty, the Information Specialists are required to be available and respond within the times discussed previously in this Section.

#### **SECTION 1.28.02 STANDBY DUTY – WASTEWATER**

EMPLOYEES in the Wastewater Division of the Public Works Department are required to serve on standby duty on a rotating basis. While serving in this capacity, these EMPLOYEES will wear a pager or remain within telephone contact (as required by the department) and respond to emergency call-backs as necessary.

The EMPLOYEE is expected to respond to emergency call-backs as quickly as possible. As a normal practice, EMPLOYEES are expected to be on-site within one-half (1/2) hour after receiving the call. Where traffic tie-ups or other circumstances are present which prevent the EMPLOYEE from being on-site within one-half (1/2) hour, the EMPLOYEE shall make every effort to reach the site as quickly as possible after that time.

Compensation for standby duty shall include two hours pay at time and one-half for each 24-hour period served. EMPLOYEES who are called back for emergency work after normal working hours shall be compensated as provided in Section 1.11 of this MOU.

#### **SECTION 1.28.03 STANDBY DUTY – FIRE PREVENTION**

Standby pay of \$75.00 per month shall be paid to employees in the following classifications:

Fire Inspector I/II

While on standby duty, these EMPLOYEES shall wear a pager or remain within telephone contact (as required by the Department) and respond to emergency call backs as necessary.

Standby pay shall only be paid to an eligible EMPLOYEE for those work periods in which the EMPLOYEE is required to be on standby duty.

### **SECTION 1.29 SPECIAL PAY**

#### **A. Bilingual Pay**

Upon recommendation of the Department Head, the approval of the Human Resources Manager and the City Manager, and the successful completion of a Bilingual Performance Evaluation, EMPLOYEES who are regularly required to use their bilingual skills (including sign language) in the performance of their duties, will receive \$50 per month in addition to their regular pay.

#### **B. Chemical Application Certification Pay**

In the event that the CITY does not fill the Pest Control Technician Position, the following is applicable.

Upon recommendation of the Department Head and the approval of the City Manager, and upon successful completion of training and certification by the State of California as a Qualified Applicator, EMPLOYEES that are periodically required to perform chemical application duties shall be designated as Certified Chemical Applicators. Furthermore, EMPLOYEES that are required to supervise chemical application duties and have been licensed by the State of California as a Pest Control Advisor shall be designated as a Certified Advisor for the CITY.

Such certification shall be limited to EMPLOYEES that are working in the Parks Maintenance Division of Public Works. The CITY may require EMPLOYEES to obtain such certification or license as a condition of initial employment or promotion. The CITY will provide appropriate training and payment of certification and license fees for any EMPLOYEE that is designated as a Certified Chemical Applicator or Advisor.

EMPLOYEES that are designated and certified as a Chemical Applicator or Advisor will receive \$75 per month in addition to their regular pay. This pay is limited to \$75 per month whether the EMPLOYEE is certified as a Qualified Applicator, a Certified Advisor, or both.

**SECTION 1.30 MILEAGE**

CITY will provide transportation to EMPLOYEES as required for the performance of their duties. When such transportation is not available, EMPLOYEES may use their private vehicles for transportation (upon direction and/or approval of their department head or their designee), and will be reimbursed for mileage based on the City's adopted Expense and Use of Public Resources Policy.

**SECTION 1.33 DRIVER'S LICENSE REQUIREMENTS**

The following positions are required to possess and maintain a valid Class B or higher California Driver License:

- Equipment Operator
- Fleet Maintenance Supervisor (within six months of hire)
- Lead Mechanic
- Mechanic II
- Park Maintenance Lead Worker
- Park Maintenance Supervisor
- Park Maintenance Worker II/III (within six months of hire)
- Pest Control Technician
- Public Works Crew Leader
- Public Works Maintenance Lead Worker
- Public Works Maintenance Supervisor
- Public Works Maintenance Worker II/III
- Senior Tree Trimmer
- Tree Trimmer
- Wastewater Maintenance Worker I (within six months of hire)
- Wastewater Maintenance Worker II/III (including tank and air brakes endorsement)

The following positions are required to possess and maintain a valid Class A California Driver's License:

- Fleet Maintenance Supervisor (within 12 months of hire)
- Heavy Equipment Operator

EMPLOYEES in these classifications that were hired prior to July 1, 1995 and that did not possess a valid Class B or higher California Drivers License on July 1, 1995 are not required to obtain a Class B or higher California Drivers License. EMPLOYEES hired on or after July 1, 1995 and EMPLOYEES that possessed a valid Class B or higher California Drivers License on that date shall maintain such a license as part of the job requirements for the above positions. EMPLOYEES that are hired into or promoted into the above positions shall possess such license at time of appointment, unless otherwise indicated above.

If any EMPLOYEE obtains a Class B or Class A license during the period of July 1, 1995

through January 1, 1996, the EMPLOYEE shall maintain that license during their employment in the above classifications plus the classifications Mechanic I, Park Maintenance Worker I, and Public Works Maintenance Worker I.

For those EMPLOYEES in classifications requiring a Class B or Class A license, the CITY shall pay the cost for any required medical examination for these licenses. In addition, the CITY shall pay the cost for any required medical examination for those employees in the classifications of Mechanic I, Park Maintenance Worker I, and Public Works Maintenance Worker I that possess a Class B or A license.

### **SECTION 1.35 SPECIAL PROGRAMS**

A suggestion awards program is available to EMPLOYEES of the CITY of La Mesa. Details of this program are available in the Human Resources Division.

### **SECTION 1.37.01 PERSONNEL FILE**

EMPLOYEES may review his/her own personnel and/or administrative file with the exception of pre-employment background examination results and psychological test results, provided reasonable notice is made to the Human Resources Division of the CITY.

Any EMPLOYEE wishing to review his/her file under the provisions of this section shall first notify his/her supervisor and obtain approval for the necessary time. The supervisor shall not unreasonably withhold approval, but may set reasonable time limits and schedules so as not to affect Departmental operations. The EMPLOYEE need not notify his/her supervisor if this review is not done while on an on-duty status.

Material derogatory to an EMPLOYEE's conduct, service, character, or personality, shall not be entered in an EMPLOYEE'S personnel or administrative file unless and until the EMPLOYEE is notified and given an opportunity to review and comment thereon. The EMPLOYEE shall be given a copy of the material on request. The EMPLOYEE shall acknowledge that he/she has read such material by signing and dating the original record, with the understanding that his/her signature signifies only that the material has been read and does not necessarily indicate agreement with its contents.

### **SECTION 1.37.02 VOLUNTEERS**

The use of volunteers by the CITY shall enhance the services of regular EMPLOYEES and not affect the administration of their benefits as listed in the MOU.

### **SECTION 1.39 MINIMUM NOTICE FOR SHIFT AND/OR SCHEDULE CHANGE**

The intent of the CITY is to provide reasonable notice to EMPLOYEES of shift and/or schedule changes. Except in the event of unforeseen or extraordinary circumstances, the CITY shall provide no less than seven (7) calendar days written or oral notice before a shift or schedule change. If the EMPLOYEE is off-duty, the CITY can satisfy this notice by

making a reasonable attempt to contact the EMPLOYEE by telephone in addition to placing a written notice in his departmental mailbox. It is understood that unforeseen or extraordinary circumstances may require decisions by City management that are related to operational necessity or public safety, and these decisions may require less than seven (7) calendar days notice.

**SECTION 1.41 SAFETY**

The CITY shall replace worn-out, legally required, or departmental-authorized safety equipment. The Supervisor shall determine when safety gear is worn-out or needs replacement. If an EMPLOYEE disagrees with the decision of the Supervisor, the EMPLOYEE may appeal the decision to the department head.

The CITY will strive to provide a safe and healthy working environment in accordance with applicable State and Federal laws and regulations. The CITY agrees to provide any safety devices or protective equipment as required by law and its use shall be mandatory by EMPLOYEES.

It is agreed that careful observation of safe working practices and CITY safety rules is a primary duty of all EMPLOYEES.

**SECTION 1.42 LAYOFF PROCEDURE**

A. Scope and Order of Layoff

When the working force is decreased, layoffs shall occur WITHIN EACH CLASSIFICATION in the following order:

1. Probationary EMPLOYEES;
2. Regular EMPLOYEES with less than one year of employment;
3. Regular EMPLOYEES with more than one year of employment, based on seniority and performance. All EMPLOYEES hired or promoted to a classification within the 26 pay periods immediately prior to the effective date of layoff will be considered to have equal seniority. Order of layoffs will be determined by overall performance evaluation rating within each year. If performance evaluation ratings are equal, order of layoff will be based on seniority only.

The Human Resources Manager shall make every effort to transfer an EMPLOYEE who is affected by a layoff to a vacant position for which the Human Resources Manager determines the EMPLOYEE is qualified.

B. Return to Former Class

In the event of a layoff, EMPLOYEES who have been promoted during their service with the City may bump back to a position previously held. An EMPLOYEE may also bump back to a position not previously held if it is in the same job series and they are qualified for the position. Bumping will only be permitted if there is an EMPLOYEE in the lower classification with less seniority than the EMPLOYEE who wants to bump. (EMPLOYEE who is bumping will count time in both the higher and lower classification for seniority status).

C. Seniority Date

The seniority date of an EMPLOYEE shall be based upon the original date of hire for regular City employment, or in cases where there has been a break in continuous employment (except due to layoff), the most recent date of hire for regular City employment. All paid time with the CITY will count towards seniority date, including military and workers' compensation leave, as the law permits.

D. Notice of Layoff

The CITY will strive to provide an EMPLOYEE to be laid off as well as the ASSOCIATION a written notification 30 days in advance of the effective date of the layoff. In no event, however will the notification be less than 14 days.

E. Reinstatement Following Layoff/Bumping

If reinstatement is available, for a period of twenty-four (24) months an EMPLOYEE who is still working for the CITY and was bumped to a lower classification may be reinstated, provided his/her performance has been satisfactory or above in the lower classification.

For a period of twenty-four (24) months from the date an EMPLOYEE is laid off or demoted due to non-disciplinary reasons, the name of the EMPLOYEE shall be placed on a reinstatement list for the job classification held by the EMPLOYEE at the time of the layoff or demotion. Placement on the reinstatement list shall be in order of seniority and prior performance as determined by the CITY and EMPLOYEES will be reemployed in reverse order of layoff within a classification. Any vacancy occurring in a classification for which such a list has been developed shall be filled by a person on the list provided that the following conditions are met:

1. The person is still qualified for the classification; and
2. The person is available and accepts the reinstatement offer; and
3. The CITY is not prohibited by law or court ruling from making the reinstatement on this basis.

Regular EMPLOYEES who have been laid off may request their name be placed on

the reinstatement list for a lower class in their current job series. Such requests shall be made to the Human Resources Manager within ten (10) calendar days of the EMPLOYEE's date of layoff, and shall be made in the manner specified by the Human Resources Manager.

F. Restoration of Seniority and Sick Leave

In the event that an EMPLOYEE has been laid off and is reinstated, employment with the CITY prior to layoff as provided in paragraph "C" in this section shall be counted in determining seniority and service with the CITY.

If an EMPLOYEE has been laid off and is reinstated and has received no reimbursement for unused sick leave as provided in section 1.22 of this MOU, that EMPLOYEE shall be credited with the amount of accrued sick leave he/she had at the time of layoff.

In the event that an EMPLOYEE is reinstated and has received reimbursement for unused sick leave as provided in section 1.22, the EMPLOYEE will begin with a balance of zero (0) hours of accrued sick leave unless the EMPLOYEE elects to "buy back" his/her former sick leave balance. The EMPLOYEE may buy back sick leave by reimbursing the City its full cost (including any taxes, retirement, or other direct costs associated with the payoff) for the sick leave reimbursement payment. This option must be exercised within the first sixty (60) days of reinstatement.

G. Removal of Names from List

The Human Resources Manager may remove an EMPLOYEE's name from a reinstatement list if any of the following occur:

1. The individual indicates that he/she will be unable to return to employment with the City during the life of the list; or
2. the individual cannot be reached after reasonable efforts have been made to do so; or
3. the individual refuses two (2) reinstatement offers.

H. Alternatives to Layoff

In the event that the CITY decides to lay off EMPLOYEES prior to the expiration of this MOU, the CITY shall notify and meet-and-confer with the ASSOCIATION regarding the impacts of such layoffs as well as alternatives to such layoffs including but not limited to reduced working hours and compensation.

I. Tuition Reimbursement

For a period of one year following the date that an EMPLOYEE is laid off that EMPLOYEE shall be eligible to participate in the City's Tuition Reimbursement program. To receive reimbursement the course(s) must receive prior approval, the

EMPLOYEE must complete the course(s), and the EMPLOYEE must submit receipts and evidence of satisfactory completion within one year of the date of the layoff. All requirements as provided in section 1.25 of this Memorandum of Understanding shall apply except that the proposed course(s) must either be related to the position held while working for the CITY or the course(s) is (are) clearly intended to provide career development in another field.

#### **SECTION 1.43 SAVINGS CLAUSE**

The Resolution of the City of La Mesa shall provide that if any provision of this Memorandum of Understanding or the Resolution is at any time, or in any way, held to be contrary to any law by any court of competent jurisdiction, the remainder of the Resolution shall not be affected, and shall remain in full force and effect. The CITY agrees to meet and confer within 30 days if any section of this MOU is found invalid.

#### **SECTION 1.43.02 NON-DISCRIMINATION**

The CITY and the ASSOCIATION agree that all persons are entitled to equal employment opportunity and the CITY and the ASSOCIATION do not discriminate against qualified persons because of race, color, religion, sex, pregnancy, national origin, veteran status, ancestry, age, marital status, sexual orientation, disability, physical handicap, or medical condition. It is the CITY's policy to treat all persons on the basis of merit, qualifications, and competence.

#### **SECTION 1.44 CONTINUATION**

Except as expressly set forth in this MOU, all existing Ordinances and Resolutions and policies of the CITY pertaining to the employment relationship shall remain in full force and effect.

#### **SECTION 1.45 NO STRIKE CLAUSE**

EMPLOYEEES represented by the ASSOCIATION shall not engage in any strike, sitdown, slowdown or work stoppage during the life of the Memorandum of Understanding.

#### **SECTION 1.46 SALARIES**

Effective with the first full pay period beginning on or after July 1, 2016, or the first full pay period beginning after ratification of this MOU by the City Council, whichever is later, the CITY shall increase the salaries at all steps for classifications represented by the ASSOCIATION by 2.5%.

Effective with the first full pay period beginning after July 1, 2017, the CITY shall increase the salaries at all steps for classifications represented by the ASSOCIATION by 2.5%.

The salary schedules, representing the salaries effective during the term of this MOU and indicating the period of time they are effective, are set forth in Annex B and Annex C (attached).

These ranges do not include Bilingual pay or Chemical Application Certification pay (See

Section 1.29 for explanation). Any Bilingual and/or Chemical Application Certification pay shall be in addition to the above amounts.

Advancement from one step to another is based upon merit and is not automatic. With satisfactory performance, however, an EMPLOYEE may advance from the "A" to the "C" step at six-month intervals. Advancement above the "C" step may occur at one-year intervals with satisfactory performance.

An EMPLOYEE who has not passed probation is eligible to apply for a promotional exam.

**SECTION 1.47 DURATION**

The terms of this MOU shall be effective July 1, 2016, and continue in effect until June 30, 2018 and shall not be modified without mutual written consent of the parties except as provided for by the Meyers-Milias-Brown Act.

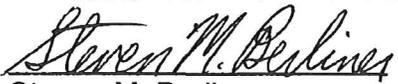
Negotiations for a succeeding term shall begin no later than May 1, 2018, provided that either the CITY or the ASSOCIATION had provided notice of intent to negotiate a new MOU no later than March 1, 2018. Whichever party provides such written notice of intent to negotiate a new MOU shall submit a full written proposal at the first negotiation session.

In the event that neither the CITY nor the ASSOCIATION provide written notice of intent to negotiate a new MOU by March 1, 2018, the current MOU shall remain in effect for one additional year with no changes except that the notice period of this section shall be extended for one year.

The above is, hereby, agreed to by the negotiators for the CITY and the ASSOCIATION on June 28, 2016.

CITY OF LA MESA

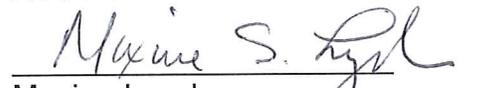
BY:

  
Steven M. Berliner  
Chief Negotiator

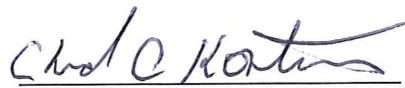
  
Yvonne Garrett  
Assistant City Manager

  
Rida Freeman  
Human Resources Manager

LA MESA CITY EMPLOYEES'  
ASSOCIATION

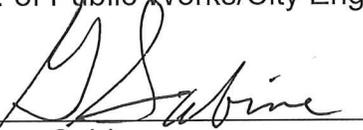
  
Maxine Lynch  
Association President /  
Community Resource Supervisor

  
Angela Pele-Toalepei  
Administrative Office Assistant

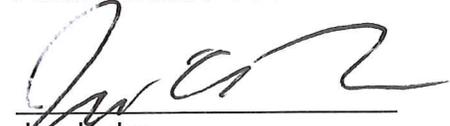
  
Chad Kostewa  
Park Maintenance Worker I

MOU 2016-2018– La Mesa City Employees' Association

  
\_\_\_\_\_  
Gregory P. Humora  
Dir. of Public Works/City Engineer

  
\_\_\_\_\_  
Glenn Sabine  
City Attorney

  
\_\_\_\_\_  
Barbara Watkins  
Administrative Coordinator

  
\_\_\_\_\_  
Joe Kuhn  
Stormwater Program Manager

  
\_\_\_\_\_  
Mike Powell  
Negotiator for ASSOCIATION

ANNEX A - GRIEVANCES

A grievance shall be considered as the complaint of an employee or a group of employees arising out of the application or interpretation of existing rules, regulations or policies which come under the application of the Department Head.

For the purpose of this regulation, two types of grievances shall be considered as in existence - reviewable and non-reviewable.

A. Reviewable grievance

Elements of a reviewable grievance shall be stated on Form 223 as follows:

1. Facts surrounding specific incident; and
2. Specific act or omission by management regarding working conditions or other aspects of employer-employee relations over which the head of the department has control; and
3. Specific inequity or damage suffered by employee as a result of (1) and (2) above; and
4. Specific relief sought by employee, which relief must be within the power of the Department Head to grant.

B. Non-Reviewable Grievance

A grievance is not reviewable if:

1. The incident is reviewable under any other administrative procedure. For example, applications for changes in job title, job classification, salary increases or denial of a merit increase; appeals from formal disciplinary proceedings, etc.
2. Processing of the grievance would require the modification of a policy as established by the City Council or by law in the form of an ordinance or resolution.

REVIEWABLE GRIEVANCE PROCEDURE

A reviewable grievance procedure must be submitted in writing on PER Form 223 to the appropriate party not later than ten (10) calendar days after the specific incident comes to the attention of the grievant. Submission shall activate applicable steps as follows:

- Step 1. After investigation and discussion with the employee but not later than three (3) working days after submission, the immediate supervisor shall

give his written decision to the employee using PER Form 223.

- Step 2. If Step 1 fails to achieve settlement, employee must present Form 223 to second line supervisor not later than two (2) working days after submission of first line supervisor's Step 1 decision. After investigation and discussion with the employee but not later than five (5) working days after receiving the Form 223, the second line supervisor shall submit his written decision to the employee.
- Step 3. If Step 2 fails to achieve settlement, employee must present Form 223 to Department Head not later than five (5) working days after submission of second line supervisor's Step 2 decision. After investigation and discussion with the employee but not later than five (5) working days after receiving the Form 223, the Department Head shall submit his written decision to the employee.
- Step 4. If Step 3 fails to achieve settlement, employee must present Form 223 to City Manager not later than five (5) working days after submission of the Department Head's Step 3 decision. After investigation and discussion with the employee but not later than ten (10) working days after receiving the Form 223, the City Manager shall submit his written decision to the employee.
- Step 5. If Step 4 fails to achieve settlement, employee must appeal in writing to Personnel Appeals Board within ten (10) working days. The Board shall render a decision or recommendation within thirty (30) days, which shall be final.

The time limits of each step as outlined may be extended by the mutual written consent of both parties. If said extension is agreed to, the duration of the extension shall be agreed to in writing and the statement signed by both parties involved at the step to be extended. If any reviewable grievance is not appealed within the stated time limits or extension of any of the above steps, the reviewable grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority and shall not be eligible for further appeal or review.

Employees may have their employees' organization present their grievances for them. Employees may be permitted reasonable time off with pay to process grievances.

Authorized representatives of their employee organization may visit the City's work premises during working hours by first contacting the designated City representative at the location. Their employee organization representative shall not interfere with normal work operations or cause unnecessary loss of time to the City.

Visitations of their employee organization representatives shall be limited to employee grievances.

ANNEX B - SALARY SCHEDULE (FY 2016-2017)

CITY OF LA MESA  
COMPENSATION PLAN - LMCEA FY 2016-2017

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	
	Accountant I	4,203	24.25	4,413	25.46	4,634	26.73	4,866	28.07	5,109	
Accountant II	4,626	26.69	4,857	28.02	5,100	29.42	5,355	30.89	5,623	32.44	LMCEA
Accounting Assistant I	2,686	15.50	2,820	16.27	2,961	17.08	3,109	17.94	3,264	18.83	LMCEA
Accounting Assistant II	2,951	17.03	3,099	17.88	3,254	18.77	3,417	19.71	3,588	20.70	LMCEA
Accounting Technician	3,986	23.00	4,185	24.14	4,394	25.35	4,614	26.62	4,845	27.95	LMCEA
Administrative Aide	3,504	20.22	3,679	21.23	3,863	22.29	4,056	23.40	4,259	24.57	LMCEA
Administrative Analyst I	4,203	24.25	4,413	25.46	4,634	26.73	4,866	28.07	5,109	29.48	LMCEA
Administrative Analyst II	4,626	26.69	4,857	28.02	5,100	29.42	5,355	30.89	5,623	32.44	LMCEA
Administrative Coordinator	3,729	21.51	3,915	22.59	4,111	23.72	4,317	24.91	4,533	26.15	LMCEA
Administrative Office Assistant	2,873	16.58	3,017	17.41	3,168	18.28	3,326	19.19	3,492	20.15	LMCEA
Assistant Center Manager	3,258	18.80	3,421	19.74	3,592	20.72	3,772	21.76	3,961	22.85	LMCEA
Assistant Engineer	5,290	30.52	5,555	32.05	5,833	33.65	6,125	35.34	6,431	37.10	LMCEA
Assistant Planner	4,656	26.86	4,889	28.21	5,133	29.61	5,390	31.10	5,660	32.65	LMCEA
Associate Engineer	6,097	35.18	6,402	36.93	6,722	38.78	7,058	40.72	7,411	42.76	LMCEA
Associate Planner	5,121	29.54	5,377	31.02	5,646	32.57	5,928	34.20	6,224	35.91	LMCEA
Building Inspector I	4,230	24.40	4,442	25.63	4,664	26.91	4,897	28.25	5,142	29.67	LMCEA
Building Inspector II	4,654	26.85	4,887	28.19	5,131	29.60	5,388	31.08	5,657	32.64	LMCEA

**ANNEX B - SALARY SCHEDULE (FY 2016-2017)**

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	
	Building Maintenance Lead Worker	3,932	22.68	4,129	23.82	4,335	25.01	4,552	26.26	4,780	
Building Maintenance Supervisor	4,648	26.82	4,880	28.15	5,124	29.56	5,380	31.04	5,649	32.59	LMCEA
Building Maintenance Worker I	3,250	18.75	3,413	19.69	3,584	20.68	3,763	21.71	3,951	22.79	LMCEA
Building Maintenance Worker II	3,575	20.63	3,754	21.66	3,942	22.74	4,139	23.88	4,346	25.07	LMCEA
Business License Officer	3,248	18.74	3,410	19.67	3,581	20.66	3,760	21.69	3,948	22.78	LMCEA
Clerical Assistant I	2,201	12.70	2,311	13.33	2,427	14.00	2,548	14.70	2,675	15.43	LMCEA
Clerical Assistant II	2,556	14.75	2,684	15.48	2,818	16.26	2,959	17.07	3,107	17.93	LMCEA
Code Compliance Officer I	3,870	22.33	4,064	23.45	4,267	24.62	4,480	25.85	4,704	27.14	LMCEA
Code Compliance Officer II	4,260	24.58	4,473	25.81	4,697	27.10	4,932	28.45	5,179	29.88	LMCEA
Comm Develop Program Coordinator	5,319	30.69	5,585	32.22	5,864	33.83	6,157	35.52	6,465	37.30	LMCEA
Community Resource Supervisor	5,170	29.83	5,429	31.32	5,700	32.88	5,985	34.53	6,284	36.25	LMCEA
Crime Analyst	4,567	26.35	4,795	27.66	5,035	29.05	5,287	30.50	5,551	32.03	LMCEA
Crime Prevention Specialist I	3,306	19.07	3,471	20.03	3,645	21.03	3,827	22.08	4,018	23.18	LMCEA
Crime Prevention Specialist II	3,870	22.33	4,064	23.45	4,267	24.62	4,480	25.85	4,704	27.14	LMCEA
Custodian	2,556	14.75	2,684	15.48	2,818	16.26	2,959	17.07	3,107	17.93	LMCEA
Customer Service / Finance Assistant	3,012	17.38	3,163	18.25	3,321	19.16	3,487	20.12	3,661	21.12	LMCEA
Customer Service Specialist I	3,163	18.25	3,321	19.16	3,487	20.12	3,661	21.12	3,844	22.18	LMCEA
Customer Service Specialist II	3,412	19.68	3,583	20.67	3,762	21.70	3,950	22.79	4,148	23.93	LMCEA
Deputy City Clerk	4,080	23.54	4,284	24.72	4,498	25.95	4,723	27.25	4,959	28.61	LMCEA

**ANNEX B - SALARY SCHEDULE (FY 2016-2017)**

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	
Downtown Operations Assistant	3,120	18.00	3,276	18.90	3,440	19.85	3,612	20.84	3,793	21.88	LMCEA
Emergency Preparedness Coordinator	5,319	30.69	5,585	32.22	5,864	33.83	6,157	35.52	6,465	37.30	LMCEA
Engineering Aide	3,439	19.84	3,611	20.83	3,792	21.88	3,982	22.97	4,181	24.12	LMCEA
Engineering Technician I	3,881	22.39	4,075	23.51	4,279	24.69	4,493	25.92	4,718	27.22	LMCEA
Engineering Technician II	4,264	24.60	4,477	25.83	4,701	27.12	4,936	28.48	5,183	29.90	LMCEA
Environmental Specialist	4,668	26.93	4,901	28.28	5,146	29.69	5,403	31.17	5,673	32.73	LMCEA
Equipment Operator	3,614	20.85	3,795	21.89	3,985	22.99	4,184	24.14	4,393	25.34	LMCEA
Equipment Service Worker	2,834	16.35	2,976	17.17	3,125	18.03	3,281	18.93	3,445	19.88	LMCEA
Facilities Manager	4,354	25.12	4,572	26.38	4,801	27.70	5,041	29.08	5,293	30.54	LMCEA
Facilities Specialist	3,729	21.51	3,915	22.59	4,111	23.72	4,317	24.91	4,533	26.15	LMCEA
Fire Inspector I	4,230	24.40	4,442	25.63	4,664	26.91	4,897	28.25	5,142	29.67	LMCEA
Fire Inspector II	4,654	26.85	4,887	28.19	5,131	29.60	5,388	31.08	5,657	32.64	LMCEA
Fleet Maintenance Supervisor	4,648	26.82	4,880	28.15	5,124	29.56	5,380	31.04	5,649	32.59	LMCEA
Heavy Equipment Operator	3,793	21.88	3,983	22.98	4,182	24.13	4,391	25.33	4,611	26.60	LMCEA
Human Services Manager	5,319	30.69	5,585	32.22	5,864	33.83	6,157	35.52	6,465	37.30	LMCEA
Information Systems Specialist I	4,411	25.45	4,632	26.72	4,864	28.06	5,107	29.46	5,362	30.93	LMCEA
Information Systems Specialist II	4,853	28.00	5,096	29.40	5,351	30.87	5,619	32.42	5,900	34.04	LMCEA
Irrigation Technician	3,447	19.89	3,619	20.88	3,800	21.92	3,990	23.02	4,190	24.17	LMCEA
Lead Mechanic	4,380	25.27	4,599	26.53	4,829	27.86	5,070	29.25	5,324	30.72	LMCEA

**ANNEX B - SALARY SCHEDULE (FY 2016-2017)**

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	
	Mechanic I	3,571	20.60	3,750	21.63	3,938	22.72	4,135	23.86	4,342	
Mechanic II	3,928	22.66	4,124	23.79	4,330	24.98	4,547	26.23	4,774	27.54	LMCEA
Park Maintenance Lead Worker	3,974	22.93	4,173	24.08	4,382	25.28	4,601	26.54	4,831	27.87	LMCEA
Park Maintenance Supervisor	4,648	26.82	4,880	28.15	5,124	29.56	5,380	31.04	5,649	32.59	LMCEA
Park Maintenance Worker I	2,834	16.35	2,976	17.17	3,125	18.03	3,281	18.93	3,445	19.88	LMCEA
Park Maintenance Worker II	3,137	18.10	3,294	19.00	3,459	19.96	3,632	20.95	3,814	22.00	LMCEA
Park Maintenance Worker III	3,447	19.89	3,619	20.88	3,800	21.92	3,990	23.02	4,190	24.17	LMCEA
Permit Technician	3,073	17.73	3,227	18.62	3,388	19.55	3,557	20.52	3,735	21.55	LMCEA
Planning Technician	3,775	21.78	3,964	22.87	4,162	24.01	4,370	25.21	4,589	26.48	LMCEA
Police Assistant	3,178	18.33	3,337	19.25	3,504	20.22	3,679	21.23	3,863	22.29	LMCEA
Public Works Crew Leader	4,380	25.27	4,599	26.53	4,829	27.86	5,070	29.25	5,324	30.72	LMCEA
Public Works Inspector I	4,242	24.47	4,454	25.70	4,677	26.98	4,911	28.33	5,157	29.75	LMCEA
Public Works Inspector II	4,670	26.94	4,904	28.29	5,149	29.71	5,406	31.19	5,676	32.75	LMCEA
Public Works Maint Lead Worker	3,974	22.93	4,173	24.08	4,382	25.28	4,601	26.54	4,831	27.87	LMCEA
Public Works Maintenance Supervisor	4,648	26.82	4,880	28.15	5,124	29.56	5,380	31.04	5,649	32.59	LMCEA
Public Works Maintenance Worker I	2,834	16.35	2,976	17.17	3,125	18.03	3,281	18.93	3,445	19.88	LMCEA
Public Works Maintenance Worker II	3,137	18.10	3,294	19.00	3,459	19.96	3,632	20.95	3,814	22.00	LMCEA
Public Works Maintenance Worker III	3,447	19.89	3,619	20.88	3,800	21.92	3,990	23.02	4,190	24.17	LMCEA
Recreation Supervisor	4,361	25.16	4,579	26.42	4,808	27.74	5,048	29.12	5,300	30.58	LMCEA

**ANNEX B - SALARY SCHEDULE (FY 2016-2017)**

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	
	Safety Volunteer Coordinator	4,249	24.51	4,461	25.74	4,684	27.02	4,918	28.37	5,164	
Senior Accounting Technician	4,385	25.30	4,604	26.56	4,834	27.89	5,076	29.28	5,330	30.75	LMCEA
Senior Building Inspector	5,121	29.54	5,377	31.02	5,646	32.57	5,928	34.20	6,224	35.91	LMCEA
Senior Tree Trimmer	3,775	21.78	3,964	22.87	4,162	24.01	4,370	25.21	4,589	26.48	LMCEA
Stormwater Program Manager	5,894	34.00	6,189	35.71	6,498	37.49	6,823	39.36	7,164	41.33	LMCEA
Transportation Specialist	3,311	19.10	3,477	20.06	3,651	21.06	3,834	22.12	4,026	23.23	LMCEA
Tree Trimmer	3,430	19.79	3,602	20.78	3,782	21.82	3,971	22.91	4,170	24.06	LMCEA
Wastewater Maintenance Worker I	2,834	16.35	2,976	17.17	3,125	18.03	3,281	18.93	3,445	19.88	LMCEA
Wastewater Maintenance Worker II	3,137	18.10	3,294	19.00	3,459	19.96	3,632	20.95	3,814	22.00	LMCEA
Wastewater Maintenance Worker III	3,447	19.89	3,619	20.88	3,800	21.92	3,990	23.02	4,190	24.17	LMCEA

ANNEX C - SALARY SCHEDULE (FY 2017-2018)

CITY OF LA MESA  
COMPENSATION PLAN - LMCEA FY 2017-2018

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	
	Accountant I	4,308	24.85	4,523	26.09	4,749	27.40	4,986	28.77	5,235	
Accountant II	4,742	27.36	4,979	28.73	5,228	30.16	5,489	31.67	5,763	33.25	LMCEA
Accounting Assistant I	2,753	15.88	2,891	16.68	3,036	17.52	3,188	18.39	3,347	19.31	LMCEA
Accounting Assistant II	3,025	17.45	3,176	18.32	3,335	19.24	3,502	20.20	3,677	21.21	LMCEA
Accounting Technician	4,086	23.57	4,290	24.75	4,505	25.99	4,730	27.29	4,967	28.66	LMCEA
Administrative Aide	3,592	20.72	3,772	21.76	3,961	22.85	4,159	23.99	4,367	25.19	LMCEA
Administrative Analyst I	4,308	24.85	4,523	26.09	4,749	27.40	4,986	28.77	5,235	30.20	LMCEA
Administrative Analyst II	4,742	27.36	4,979	28.73	5,228	30.16	5,489	31.67	5,763	33.25	LMCEA
Administrative Coordinator	3,822	22.05	4,013	23.15	4,214	24.31	4,425	25.53	4,646	26.80	LMCEA
Administrative Office Assistant	2,945	16.99	3,092	17.84	3,247	18.73	3,409	19.67	3,579	20.65	LMCEA
Assistant Center Manager	3,339	19.26	3,506	20.23	3,681	21.24	3,865	22.30	4,058	23.41	LMCEA
Assistant Engineer	5,422	31.28	5,693	32.84	5,978	34.49	6,277	36.21	6,591	38.03	LMCEA
Assistant Planner	4,772	27.53	5,011	28.91	5,262	30.36	5,525	31.88	5,801	33.47	LMCEA
Associate Engineer	6,249	36.05	6,561	37.85	6,889	39.74	7,233	41.73	7,595	43.82	LMCEA
Associate Planner	5,249	30.28	5,511	31.79	5,787	33.39	6,076	35.05	6,380	36.81	LMCEA
Building Inspector I	4,336	25.02	4,553	26.27	4,781	27.58	5,020	28.96	5,271	30.41	LMCEA
Building Inspector II	4,770	27.52	5,009	28.90	5,259	30.34	5,522	31.86	5,798	33.45	LMCEA
Building Maintenance Lead Worker	4,030	23.25	4,232	24.42	4,444	25.64	4,666	26.92	4,899	28.26	LMCEA

**ANNEX C - SALARY SCHEDULE (FY 2017-2018)**

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	
	Building Maintenance Supervisor	4,764	27.48	5,002	28.86	5,252	30.30	5,515	31.82	5,791	
Building Maintenance Worker I	3,331	19.22	3,498	20.18	3,673	21.19	3,857	22.25	4,050	23.37	LMCEA
Building Maintenance Worker II	3,664	21.14	3,847	22.19	4,039	23.30	4,241	24.47	4,453	25.69	LMCEA
Business License Officer	3,329	19.21	3,495	20.16	3,670	21.17	3,854	22.23	4,047	23.35	LMCEA
Clerical Assistant I	2,256	13.02	2,369	13.67	2,487	14.35	2,611	15.06	2,742	15.82	LMCEA
Clerical Assistant II	2,620	15.12	2,751	15.87	2,889	16.67	3,033	17.50	3,185	18.38	LMCEA
Code Compliance Officer I	3,967	22.89	4,165	24.03	4,373	25.23	4,592	26.49	4,822	27.82	LMCEA
Code Compliance Officer II	4,367	25.19	4,585	26.45	4,814	27.77	5,055	29.16	5,308	30.62	LMCEA
Comm Develop Program Coordinator	5,452	31.45	5,725	33.03	6,011	34.68	6,312	36.42	6,628	38.24	LMCEA
Community Resource Supervisor	5,299	30.57	5,564	32.10	5,842	33.70	6,134	35.39	6,441	37.16	LMCEA
Crime Analyst	4,681	27.01	4,915	28.36	5,161	29.78	5,419	31.26	5,690	32.83	LMCEA
Crime Prevention Specialist I	3,389	19.55	3,558	20.53	3,736	21.55	3,923	22.63	4,119	23.76	LMCEA
Crime Prevention Specialist II	3,967	22.89	4,165	24.03	4,373	25.23	4,592	26.49	4,822	27.82	LMCEA
Custodian	2,620	15.12	2,751	15.87	2,889	16.67	3,033	17.50	3,185	18.38	LMCEA
Customer Service / Finance Assistant	3,087	17.81	3,241	18.70	3,403	19.63	3,573	20.61	3,752	21.65	LMCEA
Customer Service Specialist I	3,242	18.70	3,404	19.64	3,574	20.62	3,753	21.65	3,941	22.74	LMCEA
Customer Service Specialist II	3,497	20.18	3,672	21.18	3,856	22.25	4,049	23.36	4,251	24.53	LMCEA
Deputy City Clerk	4,182	24.13	4,391	25.33	4,611	26.60	4,842	27.93	5,084	29.33	LMCEA
Downtown Operations Assistant	3,198	18.45	3,358	19.37	3,526	20.34	3,702	21.36	3,887	22.43	LMCEA

**ANNEX C - SALARY SCHEDULE (FY 2017-2018)**

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	
	Emergency Preparedness Coordinator	5,452	31.45	5,725	33.03	6,011	34.68	6,312	36.42	6,628	
Engineering Aide	3,525	20.34	3,701	21.35	3,886	22.42	4,080	23.54	4,284	24.72	LMCEA
Engineering Technician I	3,978	22.95	4,177	24.10	4,386	25.30	4,605	26.57	4,835	27.89	LMCEA
Engineering Technician II	4,371	25.22	4,590	26.48	4,820	27.81	5,061	29.20	5,314	30.66	LMCEA
Environmental Specialist	4,785	27.61	5,024	28.98	5,275	30.43	5,539	31.96	5,816	33.55	LMCEA
Equipment Operator	3,704	21.37	3,889	22.44	4,083	23.56	4,287	24.73	4,501	25.97	LMCEA
Equipment Service Worker	2,905	16.76	3,050	17.60	3,203	18.48	3,363	19.40	3,531	20.37	LMCEA
Facilities Manager	4,463	25.75	4,686	27.03	4,920	28.38	5,166	29.80	5,424	31.29	LMCEA
Facilities Specialist	3,822	22.05	4,013	23.15	4,214	24.31	4,425	25.53	4,646	26.80	LMCEA
Fire Inspector I	4,336	25.02	4,553	26.27	4,781	27.58	5,020	28.96	5,271	30.41	LMCEA
Fire Inspector II	4,770	27.52	5,009	28.90	5,259	30.34	5,522	31.86	5,798	33.45	LMCEA
Fleet Maintenance Supervisor	4,764	27.48	5,002	28.86	5,252	30.30	5,515	31.82	5,791	33.41	LMCEA
Heavy Equipment Operator	3,888	22.43	4,082	23.55	4,286	24.73	4,500	25.96	4,725	27.26	LMCEA
Human Services Manager	5,452	31.45	5,725	33.03	6,011	34.68	6,312	36.42	6,628	38.24	LMCEA
Information Systems Specialist I	4,521	26.08	4,747	27.39	4,984	28.75	5,233	30.19	5,495	31.70	LMCEA
Information Systems Specialist II	4,974	28.70	5,223	30.13	5,484	31.64	5,758	33.22	6,046	34.88	LMCEA
Irrigation Technician	3,533	20.38	3,710	21.40	3,896	22.48	4,091	23.60	4,296	24.78	LMCEA
Lead Mechanic	4,490	25.90	4,715	27.20	4,951	28.56	5,199	29.99	5,459	31.49	LMCEA
Mechanic I	3,660	21.12	3,843	22.17	4,035	23.28	4,237	24.44	4,449	25.67	LMCEA

**ANNEX C - SALARY SCHEDULE (FY 2017-2018)**

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	
	Mechanic II	4,026	23.23	4,227	24.39	4,438	25.60	4,660	26.88	4,893	
Park Maintenance Lead Worker	4,073	23.50	4,277	24.68	4,491	25.91	4,716	27.21	4,952	28.57	LMCEA
Park Maintenance Supervisor	4,764	27.48	5,002	28.86	5,252	30.30	5,515	31.82	5,791	33.41	LMCEA
Park Maintenance Worker I	2,905	16.76	3,050	17.60	3,203	18.48	3,363	19.40	3,531	20.37	LMCEA
Park Maintenance Worker II	3,215	18.55	3,376	19.48	3,545	20.45	3,722	21.47	3,908	22.55	LMCEA
Park Maintenance Worker III	3,533	20.38	3,710	21.40	3,896	22.48	4,091	23.60	4,296	24.78	LMCEA
Permit Technician	3,150	18.17	3,308	19.08	3,473	20.04	3,647	21.04	3,829	22.09	LMCEA
Planning Technician	3,869	22.32	4,062	23.43	4,265	24.61	4,478	25.83	4,702	27.13	LMCEA
Police Assistant	3,257	18.79	3,420	19.73	3,591	20.72	3,771	21.76	3,960	22.85	LMCEA
Public Works Crew Leader	4,490	25.90	4,715	27.20	4,951	28.56	5,199	29.99	5,459	31.49	LMCEA
Public Works Inspector I	4,348	25.08	4,565	26.34	4,793	27.65	5,033	29.04	5,285	30.49	LMCEA
Public Works Inspector II	4,787	27.62	5,026	29.00	5,277	30.44	5,541	31.97	5,818	33.57	LMCEA
Public Works Maint Lead Worker	4,073	23.50	4,277	24.68	4,491	25.91	4,716	27.21	4,952	28.57	LMCEA
Public Works Maintenance Supervisor	4,764	27.48	5,002	28.86	5,252	30.30	5,515	31.82	5,791	33.41	LMCEA
Public Works Maintenance Worker I	2,905	16.76	3,050	17.60	3,203	18.48	3,363	19.40	3,531	20.37	LMCEA
Public Works Maintenance Worker II	3,215	18.55	3,376	19.48	3,545	20.45	3,722	21.47	3,908	22.55	LMCEA
Public Works Maintenance Worker III	3,533	20.38	3,710	21.40	3,896	22.48	4,091	23.60	4,296	24.78	LMCEA
Recreation Supervisor	4,470	25.79	4,694	27.08	4,929	28.44	5,175	29.86	5,434	31.35	LMCEA
Safety Volunteer Coordinator	4,355	25.13	4,573	26.38	4,802	27.70	5,042	29.09	5,294	30.54	LMCEA

ANNEX C - SALARY SCHEDULE (FY 2017-2018)

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	
	Senior Accounting Technician	4,495	25.93	4,720	27.23	4,956	28.59	5,204	30.02	5,464	
Senior Building Inspector	5,249	30.28	5,511	31.79	5,787	33.39	6,076	35.05	6,380	36.81	LMCEA
Senior Tree Trimmer	3,869	22.32	4,062	23.43	4,265	24.61	4,478	25.83	4,702	27.13	LMCEA
Stormwater Program Manager	6,041	34.85	6,343	36.59	6,660	38.42	6,993	40.34	7,343	42.36	LMCEA
Transportation Specialist	3,394	19.58	3,564	20.56	3,742	21.59	3,929	22.67	4,125	23.80	LMCEA
Tree Trimmer	3,516	20.28	3,692	21.30	3,877	22.37	4,071	23.49	4,275	24.66	LMCEA
Wastewater Maintenance Worker I	2,905	16.76	3,050	17.60	3,203	18.48	3,363	19.40	3,531	20.37	LMCEA
Wastewater Maintenance Worker II	3,215	18.55	3,376	19.48	3,545	20.45	3,722	21.47	3,908	22.55	LMCEA
Wastewater Maintenance Worker III	3,533	20.38	3,710	21.40	3,896	22.48	4,091	23.60	4,296	24.78	LMCEA

RESOLUTION NO.

RESOLUTION AUTHORIZING UNREPRESENTED EMPLOYEES SALARY,  
BENEFIT AND CAFETERIA PLAN TERM CHANGES

---

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, as follows:

1. That the terms and conditions related to the salary, benefit and cafeteria plan terms for FY 2016-2018 for unrepresented employees is hereby accepted.
2. That all terms resulting in increases in pay shall be retroactive to July 1, 2016.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. \_\_\_\_\_, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

RESOLUTION NO.

RESOLUTION APPROVING THE CITY OF LA MESA COMPENSATION PLANS  
FOR FY 2016-2017 AND FY 2017-2018 LISTING POSITIONS, SALARY  
RANGES/BANDS AND PAY STEPS

---

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California,  
as follows:

1. That the compensation of all employees of the City of La Mesa as set forth and prescribed in the City of La Mesa Compensation Plans for FY 2016-2017 and FY 2017-2018, listing positions, salary ranges/bands and pay steps is hereby approved and accepted. A copy of said compensation plans are attached hereto and made a part of by reference as though the same were set forth in full herein.

2. BE IT FURTHER RESOLVED that the position listings, salary ranges/bands and pay steps as set forth in the City of La Mesa Compensation Plans for FY 2016-2017 and FY 2017-2018 shall be in full force and effect.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. \_\_\_\_\_, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

CITY OF LA MESA / HUMAN RESOURCES DIVISION  
 COMPENSATION PLAN FY 2016-2017  
 7/1/2016

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Step F		Step G		EDUCATION STEPS						Payroll Group			
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour		Month	Hour	
																								Month
Accountant I	4,203	24.25	4,413	25.46	4,634	26.73	4,866	28.07	5,109	29.48														LMCEA
Accountant II	4,626	26.69	4,857	28.02	5,100	29.42	5,355	30.89	5,623	32.44														LMCEA
Accounting Assistant I	2,686	15.50	2,820	16.27	2,961	17.08	3,109	17.94	3,264	18.83														LMCEA
Accounting Assistant II	2,951	17.03	3,099	17.88	3,254	18.77	3,417	19.71	3,588	20.70														LMCEA
Accounting Technician	3,986	23.00	4,185	24.14	4,394	25.35	4,614	26.62	4,845	27.95														LMCEA
Accounting Technician - Confidential	4,007	23.12	4,207	24.27	4,417	25.48	4,638	26.76	4,870	28.10														Confidential
Administrative Aide	3,504	20.22	3,679	21.23	3,863	22.29	4,056	23.40	4,259	24.57														LMCEA
Administrative Analyst I	4,203	24.25	4,413	25.46	4,634	26.73	4,866	28.07	5,109	29.48														LMCEA
Administrative Analyst II	4,626	26.69	4,857	28.02	5,100	29.42	5,355	30.89	5,623	32.44														LMCEA
Administrative Coordinator	3,729	21.51	3,915	22.59	4,111	23.72	4,317	24.91	4,533	26.15														LMCEA
Administrative Coordinator - Confidential	3,916	22.59	4,112	23.72	4,318	24.91	4,534	26.16	4,761	27.47														Confidential
Administrative Office Assistant	2,873	16.58	3,017	17.41	3,168	18.28	3,326	19.19	3,492	20.15														LMCEA
Animal Control Officer	3,562	20.55	3,740	21.58	3,927	22.66	4,123	23.79	4,329	24.98														Police N/S
Assistant Center Manager	3,258	18.80	3,421	19.74	3,592	20.72	3,772	21.76	3,961	22.85														LMCEA
Assistant City Mgr / Director of Community Services	11,529	66.51							14,014	80.85														Mgmt
Assistant Director of Public Works	8,906	51.38							10,825	62.45														Mgmt
Assistant Engineer	5,290	30.52	5,555	32.05	5,833	33.65	6,125	35.34	6,431	37.10														LMCEA
Assistant Planner	4,656	26.86	4,889	28.21	5,133	29.61	5,390	31.10	5,660	32.65														LMCEA
Associate Engineer	6,097	35.18	6,402	36.93	6,722	38.78	7,058	40.72	7,411	42.76														LMCEA
Associate Planner	5,121	29.54	5,377	31.02	5,646	32.57	5,928	34.20	6,224	35.91														LMCEA
Building Inspection Supervisor	6,288	36.28							7,643	44.09														Mgmt
Building Inspector I	4,230	24.40	4,442	25.63	4,664	26.91	4,897	28.25	5,142	29.67														LMCEA
Building Inspector II	4,654	26.85	4,887	28.19	5,131	29.60	5,388	31.08	5,657	32.64														LMCEA
Building Maintenance Lead Worker	3,932	22.68	4,129	23.82	4,335	25.01	4,552	26.26	4,780	27.58														LMCEA
Building Maintenance Supervisor	4,648	26.82	4,880	28.15	5,124	29.56	5,380	31.04	5,649	32.59														LMCEA
Building Maintenance Worker I	3,250	18.75	3,413	19.69	3,584	20.68	3,763	21.71	3,951	22.79														LMCEA
Building Maintenance Worker II	3,575	20.83	3,754	21.66	3,942	22.74	4,139	23.88	4,346	25.07														LMCEA

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Step F		Step G		EDUCATION STEPS						Payroll Group	
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour		
	POA Steps = F, G / Fire Steps = F1, F2, G																					
Building Official	7,722	44.55							9,386	54.15												Mgmt
Business License Officer	3,248	18.74	3,410	19.67	3,581	20.66	3,760	21.69	3,948	22.78												LMCEA
City Attorney	Salary Established by Contract								8,441	64.93												Mgmt
City Clerk*	Salary Established by Ordinance - rev 12/06								579	3.34												Elected
City Councilmember	Salary Established by Ordinance - rev 12/06								1,000	5.77												Elected
City Manager	Salary Established by Contract								17,636	101.75												Mgmt
City Treasurer	Salary Established by Ordinance								579	3.34												Elected
Clerical Assistant I	2,201	12.70	2,311	13.33	2,427	14.00	2,548	14.70	2,675	15.43												LMCEA
Clerical Assistant II	2,556	14.75	2,684	15.48	2,818	16.26	2,959	17.07	3,107	17.93												LMCEA
Code Compliance Officer I	3,870	22.33	4,064	23.45	4,267	24.62	4,480	25.85	4,704	27.14												LMCEA
Code Compliance Officer II	4,260	24.58	4,473	25.81	4,697	27.10	4,932	28.45	5,179	29.88												LMCEA
Comm Develop Program Coordinator	5,319	30.69	5,585	32.22	5,864	33.83	6,157	35.52	6,465	37.30												LMCEA
Communications Supervisor	5,246	30.27	5,508	31.78	5,783	33.36	6,072	35.03	6,376	36.78												Police N/S
Community Resource Supervisor	5,170	29.83	5,429	31.32	5,700	32.88	5,985	34.53	6,284	36.25												LMCEA
Community Services Manager	6,351	36.64							7,719	44.53												Mgmt
Community Services Officer	3,562	20.55	3,740	21.58	3,927	22.66	4,123	23.79	4,329	24.98												Police N/S
Crime Analyst	4,567	26.35	4,795	27.66	5,035	29.05	5,287	30.50	5,551	32.03												LMCEA
Crime Prevention Specialist I	3,306	19.07	3,471	20.03	3,645	21.03	3,827	22.08	4,018	23.18												LMCEA
Crime Prevention Specialist II	3,870	22.33	4,064	23.45	4,267	24.62	4,480	25.85	4,704	27.14												LMCEA
Custodian	2,556	14.75	2,684	15.48	2,818	16.26	2,959	17.07	3,107	17.93												LMCEA
Customer Service / Finance Assistant	3,012	17.38	3,163	18.25	3,321	19.16	3,487	20.12	3,661	21.12												LMCEA
Customer Service Specialist I	3,163	18.25	3,321	19.16	3,487	20.12	3,661	21.12	3,844	22.18												LMCEA
Customer Service Specialist II	3,412	19.68	3,583	20.67	3,762	21.70	3,950	22.79	4,148	23.93												LMCEA
Deputy City Clerk	4,080	23.54	4,284	24.72	4,498	25.95	4,723	27.25	4,959	28.61												LMCEA
Deputy Fire Chief	9,185	52.99							11,166	64.42												Mgmt
Development Coordinator			21.50	22.58	23.71		24.90		26.15													Temporary
Director of Administrative Services	9,555	55.13							11,615	67.01												Mgmt
Director of Community Development	9,555	55.13							11,615	67.01												Mgmt
Director of Finance	9,555	55.13							11,615	67.01												Mgmt

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Step F		Step G		EDUCATION STEPS						Payroll Group	
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	POA Steps = F, G / Fire Steps = F1, F2, G		Month	Hour	Month	Hour		
															Month	Hour						Month
Director of Public Works / City Engineer	10,615	61.24							12,904	74.45												Mgmt
Downtown Operations Assistant	3,120	18.00	3,276	18.90	3,440	19.85	3,612	20.84	3,793	21.88												LMCEA
Emergency Preparedness Coordinator	5,319	30.69	5,585	32.22	5,864	33.83	6,157	35.52	6,465	37.30												LMCEA
Engineering Aide	3,439	19.84	3,611	20.83	3,792	21.88	3,982	22.97	4,181	24.12												LMCEA
Engineering Project Manager	7,533	43.46							9,157	52.83												Mgmt
Engineering Technician I	3,881	22.39	4,075	23.51	4,279	24.69	4,493	25.92	4,718	27.22												LMCEA
Engineering Technician II	4,264	24.60	4,477	25.83	4,701	27.12	4,936	28.48	5,183	29.90												LMCEA
Environmental Specialist	4,668	26.93	4,901	28.28	5,146	29.69	5,403	31.17	5,673	32.73												LMCEA
Equipment Operator	3,614	20.85	3,795	21.89	3,985	22.99	4,184	24.14	4,393	25.34												LMCEA
Equipment Service Worker	2,834	16.35	2,976	17.17	3,125	18.03	3,281	18.93	3,445	19.88												LMCEA
Facilities Manager	4,354	25.12	4,572	26.38	4,801	27.70	5,041	29.08	5,293	30.54												LMCEA
Facilities Specialist	3,729	21.51	3,915	22.59	4,111	23.72	4,317	24.91	4,533	26.15												LMCEA
Finance Manager	7,453	43.00							9,060	52.27												Mgmt
Fire Battalion Chief (80 hour)	6,980	40.27	7,329	42.28	7,695	44.39	8,080	46.62	8,484	48.95					8,611	49.68	8,696	50.17	8,908	51.39		Fire
Fire Battalion Chief (112 hour)	6,980	28.76	7,329	30.20	7,695	31.71	8,080	33.30	8,484	34.96					8,611	35.48	8,696	35.84	8,908	36.71		Fire
Fire Captain	5,864	24.16	6,157	25.37	6,465	26.64	6,788	27.97	7,127	29.37					7,234	29.81	7,305	30.10	7,483	30.84		Fire
Fire Captain / Paramedic	6,666	27.47	6,959	28.68	7,267	29.95	7,590	31.28	7,929	32.67					8,036	33.12	8,107	33.41	8,285	34.14		Fire
Fire Captain w/ PM Cert	6,265	25.82	6,558	27.02	6,866	28.29	7,189	29.63	7,528	31.02					7,635	31.46	7,706	31.46	7,884	32.49		Fire
Fire Division Chief	8,749	50.48							10,634	61.35												Mgmt
Fire Engineer	5,202	21.44	5,422	22.34	5,653	23.30	5,896	24.30	6,151	25.35					6,243	25.73	6,305	25.98	6,459	26.62		Fire
Fire Engineer / Paramedic	6,004	24.74	6,224	25.65	6,455	26.60	6,698	27.60	6,953	28.65					7,045	29.03	7,107	29.29	7,261	29.92		Fire
Fire Engineer w/ PM Cert	5,603	23.09	5,823	24.00	6,054	24.95	6,297	25.95	6,552	27.00					6,644	27.38	6,706	27.63	6,860	28.27		Fire
Fire Inspector I	4,230	24.40	4,442	25.63	4,664	26.91	4,897	28.25	5,142	29.67												LMCEA
Fire Inspector II	4,664	26.85	4,887	28.19	5,131	29.60	5,388	31.08	5,657	32.64												LMCEA
Fire Marshal	8,749	50.48							10,634	61.35												Mgmt
Firefighter	4,400	18.13	4,620	19.04	4,851	19.99	5,094	20.99	5,349	22.04					5,429	22.37	5,483	22.59	5,616	23.14		Fire
Firefighter / Paramedic	5,202	21.44	5,422	22.34	5,653	23.30	5,896	24.30	6,151	25.35					6,231	25.68	6,285	25.90	6,418	26.45		Fire
Fleet Maintenance Supervisor	4,648	26.62	4,880	28.15	5,124	29.56	5,380	31.04	5,649	32.59												LMCEA
General Service Worker		10.25		10.25		10.25		10.25		10.25												Temporary





Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Step F		Step G		EDUCATION STEPS						Payroll Group			
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour		Month	Hour	
																								Month
Risk Manager	7,453	43.00							9,060	52.27														Mgmt
Safety Volunteer Coordinator	4,249	24.51	4,461	25.74	4,684	27.02	4,918	28.37	5,164	29.79														LMCEA
Secretary to the City Manager	4,629	26.71	4,860	28.04	5,103	29.44	5,358	30.91	5,626	32.46														Confidential
Senior Accounting Technician	4,385	25.30	4,604	26.56	4,834	27.89	5,076	29.28	5,330	30.75														LMCEA
Senior Building Inspector	5,121	29.54	5,377	31.02	5,646	32.57	5,928	34.20	6,224	35.91														LMCEA
Senior Management Analyst	6,099	35.19							7,413	42.77														Mgmt
Senior Planner	7,264	41.91							8,831	50.95														Mgmt
Senior Tree Trimmer	3,775	21.78	3,964	22.87	4,162	24.01	4,370	25.21	4,589	26.48														LMCEA
Stormwater Program Manager	5,894	34.00	6,189	35.71	6,498	37.49	6,823	39.36	7,164	41.33														LMCEA
Superintendent of Public Works	6,822	39.36							8,293	47.84														Mgmt
Transportation Specialist	3,311	19.10	3,477	20.06	3,651	21.06	3,834	22.12	4,026	23.23														LMCEA
Tree Trimmer	3,430	19.79	3,602	20.78	3,782	21.82	3,971	22.91	4,170	24.06														LMCEA
Wastewater Maintenance Worker I	2,834	16.35	2,976	17.17	3,125	18.03	3,281	18.93	3,445	19.88														LMCEA
Wastewater Maintenance Worker II	3,137	18.10	3,294	19.00	3,459	19.96	3,632	20.95	3,814	22.00														LMCEA
Wastewater Maintenance Worker III	3,447	19.89	3,619	20.88	3,800	21.92	3,990	23.02	4,190	24.17														LMCEA

For additional Temporary employees hired into Regular classifications, use data associated with the Regular classification, but use "2" instead of "1" as the first digit of the Class Code.

\*Position status and salary subject to change in December 2016 when position becomes appointed.



Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Step F		Step G		EDUCATION STEPS						Payroll Group	
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour		
																						Month
Building Maintenance Worker II	3,664	21.14	3,847	22.19	4,039	23.30	4,241	24.47	4,453	25.69												LMCEA
Building Official	7,876	45.44							9,574	55.23												Mgmt
Business License Officer	3,329	19.21	3,495	20.16	3,670	21.17	3,854	22.23	4,047	23.35												LMCEA
City Attorney	Salary Established by Contract								8,610		66.23											Mgmt
City Clerk*	Salary Established by Ordinance - rev 12/06								579		3.34											Elected
City Councilmember	Salary Established by Ordinance - rev 12/06								1,000		5.77											Elected
City Manager	Salary Established by Contract								17,989		103.78											Mgmt
City Treasurer	Salary Established by Ordinance								579		3.34											Elected
Clerical Assistant I	2,256	13.02	2,369	13.67	2,487	14.35	2,611	15.06	2,742	15.82												LMCEA
Clerical Assistant II	2,620	15.12	2,751	15.87	2,889	16.67	3,033	17.50	3,185	18.38												LMCEA
Code Compliance Officer I	3,967	22.89	4,165	24.03	4,373	25.23	4,592	26.49	4,822	27.82												LMCEA
Code Compliance Officer II	4,367	25.19	4,585	26.45	4,814	27.77	5,055	29.16	5,308	30.62												LMCEA
Comm Develop Program Coordinator	5,452	31.45	5,725	33.03	6,011	34.68	6,312	36.42	6,628	38.24												LMCEA
Communications Supervisor	5,403	31.17	5,673	32.73	5,957	34.37	6,255	36.09	6,568	37.89												Police N/S
Community Resource Supervisor	5,299	30.57	5,564	32.10	5,842	33.70	6,134	35.39	6,441	37.16												LMCEA
Community Services Manager	6,478	37.37							7,873	45.42												Mgmt
Community Services Officer	3,669	21.17	3,852	22.22	4,045	23.34	4,247	24.50	4,459	25.73												Police N/S
Crime Analyst	4,681	27.01	4,915	28.36	5,161	29.78	5,419	31.26	5,690	32.83												LMCEA
Crime Prevention Specialist I	3,389	19.55	3,558	20.53	3,736	21.55	3,923	22.63	4,119	23.76												LMCEA
Crime Prevention Specialist II	3,967	22.89	4,165	24.03	4,373	25.23	4,592	26.49	4,822	27.82												LMCEA
Custodian	2,620	15.12	2,751	15.87	2,889	16.67	3,033	17.50	3,185	18.38												LMCEA
Customer Service / Finance Assistant	3,087	17.81	3,241	18.70	3,403	19.63	3,573	20.61	3,752	21.65												LMCEA
Customer Service Specialist I	3,242	18.70	3,404	19.64	3,574	20.62	3,753	21.65	3,941	22.74												LMCEA
Customer Service Specialist II	3,497	20.18	3,672	21.18	3,856	22.25	4,049	23.36	4,251	24.53												LMCEA
Deputy City Clerk	4,182	24.13	4,391	25.33	4,611	26.60	4,842	27.93	5,084	29.33												LMCEA
Deputy Fire Chief	9,369	54.05							11,389	65.71												Mgmt
Development Coordinator		22.04		23.14		24.30		25.52		26.80												Temporary
Director of Administrative Services	9,746	56.23							11,847	68.35												Mgmt

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Step F		Step G		EDUCATION STEPS						Payroll Group		
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	POA Steps = F, G / Fire Steps = F1, F2, G		Month	Hour	Month	Hour			
															Month	Hour						Month	Hour
Director of Community Development	9,746	56.23							11,847	68.35												Mgmt	
Director of Finance	9,746	56.23							11,847	68.35													Mgmt
Director of Public Works / City Engineer	10,827	62.46							13,162	75.93													Mgmt
Downtown Operations Assistant	3,198	18.45	3,358	19.37	3,526	20.34	3,702	21.36	3,887	22.43													LMCEA
Emergency Preparedness Coordinator	5,452	31.45	5,725	33.03	6,011	34.68	6,312	36.42	6,628	38.24													LMCEA
Engineering Aide	3,525	20.34	3,701	21.35	3,886	22.42	4,080	23.54	4,284	24.72													LMCEA
Engineering Project Manager	7,684	44.33							9,340	53.88													Mgmt
Engineering Technician I	3,978	22.95	4,177	24.10	4,386	25.30	4,605	26.57	4,835	27.89													LMCEA
Engineering Technician II	4,371	25.22	4,590	26.48	4,820	27.81	5,061	29.20	5,314	30.66													LMCEA
Environmental Specialist	4,785	27.61	5,024	28.98	5,275	30.43	5,539	31.96	5,816	33.55													LMCEA
Equipment Operator	3,704	21.37	3,889	22.44	4,083	23.56	4,287	24.73	4,501	25.97													LMCEA
Equipment Service Worker	2,905	16.76	3,050	17.60	3,203	18.48	3,363	19.40	3,531	20.37													LMCEA
Facilities Manager	4,463	25.75	4,686	27.03	4,920	28.38	5,166	29.80	5,424	31.29													LMCEA
Facilities Specialist	3,822	22.05	4,013	23.15	4,214	24.31	4,425	25.53	4,646	26.80													LMCEA
Finance Manager	7,602	43.86							9,241	53.31													Mgmt
Fire Battalion Chief (80 hour)	6,980	40.27	7,329	42.28	7,695	44.39	8,080	46.62	8,484	48.95					8,611	49.68	8,696	50.17	8,908	51.39			Fire
Fire Battalion Chief (112 hour)	6,980	28.76	7,329	30.20	7,695	31.71	8,080	33.30	8,484	34.96					8,611	35.48	8,696	35.84	8,908	36.71			Fire
Fire Captain	5,864	24.16	6,157	25.37	6,465	26.64	6,788	27.97	7,127	29.37					7,234	29.81	7,305	30.10	7,483	30.84			Fire
Fire Captain / Paramedic	6,666	27.47	6,959	28.68	7,267	29.95	7,590	31.28	7,929	32.67					8,036	33.12	8,107	33.41	8,285	34.14			Fire
Fire Captain w/ PM Cert	6,265	25.82	6,558	27.02	6,866	28.29	7,189	29.63	7,528	31.02					7,635	31.46	7,706	31.46	7,884	32.49			Fire
Fire Division Chief	8,924	51.48							10,847	62.58													Mgmt
Fire Engineer	5,202	21.44	5,422	22.34	5,653	23.30	5,896	24.30	6,151	25.35					6,243	25.73	6,305	25.98	6,459	26.62			Fire
Fire Engineer / Paramedic	6,004	24.74	6,224	25.65	6,455	26.60	6,698	27.60	6,953	28.65					7,045	29.03	7,107	29.29	7,261	29.92			Fire
Fire Engineer w/ PM Cert	5,603	23.09	5,823	24.00	6,054	24.95	6,297	25.95	6,552	27.00					6,644	27.38	6,706	27.63	6,860	28.27			Fire
Fire Inspector I	4,336	25.02	4,553	26.27	4,781	27.58	5,020	28.96	5,271	30.41													LMCEA
Fire Inspector II	4,770	27.52	5,009	28.90	5,259	30.34	5,522	31.86	5,798	33.45													LMCEA
Fire Marshal	8,924	51.48							10,847	62.58													Mgmt
Firefighter	4,400	18.13	4,620	19.04	4,851	19.99	5,094	20.99	5,349	22.04					5,429	22.37	5,483	22.59	5,616	23.14			Fire

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Step F		Step G		EDUCATION STEPS						Payroll Group
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	POA Steps = F, G / Fire Steps = F1, F2, G						
															Month	Hour	Month	Hour	Month	Hour	
Firefighter / Paramedic	5,202	21.44	5,422	22.34	5,653	23.30	5,896	24.30	6,151	25.35					6,231	25.68	6,285	25.90	6,418	26.45	Fire
Fleet Maintenance Supervisor	4,764	27.48	5,002	28.86	5,252	30.30	5,515	31.82	5,791	33.41											LMCEA
General Service Worker		10.51		10.51		10.51		10.51		10.51											Temporary
Heavy Equipment Operator	3,888	22.43	4,082	23.55	4,286	24.73	4,500	25.96	4,725	27.26											LMCEA
Human Resources Analyst	5,279	30.46	5,543	31.98	5,820	33.58	6,111	35.26	6,417	37.02											Confidential
Human Resources Assistant	3,096	17.86	3,251	18.76	3,414	19.70	3,585	20.68	3,764	21.72											Confidential
Human Resources Manager	7,602	43.86							9,241	53.31											Mgmt
Human Resources/Risk Manager	8,366	48.27							10,164	58.64											Mgmt
Human Resources Technician	4,107	23.69	4,312	24.88	4,528	26.12	4,754	27.43	4,992	28.80											Confidential
Human Services Manager	5,452	31.45	5,725	33.03	6,011	34.68	6,312	36.42	6,628	38.24											LMCEA
Information Systems Manager	7,602	43.86							9,241	53.31											Mgmt
Information Systems Specialist I	4,521	26.08	4,747	27.39	4,984	28.75	5,233	30.19	5,495	31.70											LMCEA
Information Systems Specialist II	4,974	28.70	5,223	30.13	5,484	31.64	5,758	33.22	6,046	34.88											Mgmt
Information Technology Analyst	5,408	31.20							6,574	37.93											Mgmt
Intern/Student Worker I		10.51		10.51		10.51		10.51		10.51											Temporary
Intern/Student Worker II		12.38		13.00		13.65		14.33		15.05											Temporary
Irrigation Technician	3,533	20.38	3,710	21.40	3,896	22.48	4,091	23.60	4,296	24.78											LMCEA
Juvenile Services Officer		19.56		20.54		21.57		22.65		23.78											Temporary
Lead Lifeguard		14.58		15.31		16.08		16.88		17.72											Temporary
Lead Mechanic	4,490	25.90	4,715	27.20	4,951	28.56	5,199	29.99	5,459	31.49											LMCEA
Lifeguard Aide		10.67		11.20		11.76		12.35		12.97											Temporary
Lifeguard/Instructor		13.25		13.91		14.61		15.34		16.11											Temporary
Live Scan Operator		10.80		11.34		11.91		12.51		13.14											Temporary
Management Analyst	5,408	31.20							6,574	37.93											Mgmt
Mayor		Salary Established by Ordinance - rev 12/06							2,000	11.54											Elected
Mechanic I	3,660	21.12	3,843	22.17	4,035	23.28	4,237	24.44	4,449	25.67											LMCEA
Mechanic II	4,026	23.23	4,227	24.39	4,438	25.60	4,660	26.88	4,893	28.23											LMCEA
Park Maintenance Lead Worker	4,073	23.50	4,277	24.68	4,491	25.91	4,716	27.21	4,952	28.57											LMCEA

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Step F		Step G		EDUCATION STEPS						Payroll Group				
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour		Month	Hour		
																								Month	Hour
Park Maintenance Supervisor	4,764	27.48	5,002	28.86	5,252	30.30	5,515	31.82	5,791	33.41														LMCEA	
Park Maintenance Worker I	2,905	16.76	3,050	17.60	3,203	18.48	3,363	19.40	3,531	20.37														LMCEA	
Park Maintenance Worker II	3,215	18.55	3,376	19.48	3,545	20.45	3,722	21.47	3,908	22.55														LMCEA	
Park Maintenance Worker III	3,533	20.38	3,710	21.40	3,896	22.48	4,091	23.60	4,296	24.78														LMCEA	
Permit Technician	3,150	18.17	3,308	19.08	3,473	20.04	3,647	21.04	3,829	22.09														LMCEA	
Planning Technician	3,869	22.32	4,062	23.43	4,265	24.61	4,478	25.83	4,702	27.13														LMCEA	
Police Assistant	3,257	18.79	3,420	19.73	3,591	20.72	3,771	21.76	3,960	22.85														LMCEA	
Police Captain	10,440	60.23							12,691	73.22														Mgmt	
Police Chief	13,084	75.48							15,905	91.76														Mgmt	
Police Dispatcher	4,335	25.01	4,552	26.26	4,780	27.58	5,019	28.96	5,270	30.40														Police N/S	
Police Lieutenant	9,294	53.62							11,296	65.17														Mgmt	
Police Officer	5,621	32.43	5,902	34.05	6,197	35.75	6,507	37.54	6,832	39.42	7,174	41.39	7,533	43.46										Police	
Police Officer Trainee	5,621	32.43	5,902	34.05	6,197	35.75	6,507	37.54	6,832	39.42	7,174	41.39	7,533	43.46										Police	
Police Property Officer	3,921	22.62	4,117	23.75	4,323	24.94	4,539	26.19	4,766	27.50														Police N/S	
Police Sergeant	6,905	39.84	7,250	41.83	7,613	43.92	7,994	46.12	8,394	48.43	8,814	50.85	9,255	53.39										Police	
Police Services Manager	7,489	43.21							9,100	52.50															Mgmt
Police Services Specialist	3,969	22.90	4,167	24.04	4,375	25.24	4,594	26.50	4,824	27.83															Police N/S
Police Services Technician	3,668	21.16	3,851	22.22	4,044	23.33	4,246	24.50	4,458	25.72															Police N/S
Public Works Crew Leader	4,490	25.90	4,715	27.20	4,951	28.56	5,199	29.99	5,459	31.49															LMCEA
Public Works Inspector I	4,348	25.08	4,565	26.34	4,793	27.65	5,033	29.04	5,285	30.49															LMCEA
Public Works Inspector II	4,787	27.62	5,026	29.00	5,277	30.44	5,541	31.97	5,818	33.57															LMCEA
Public Works Maint Lead Worker	4,073	23.50	4,277	24.68	4,491	25.91	4,716	27.21	4,952	28.57															LMCEA
Public Works Maintenance Supervisor	4,764	27.48	5,002	28.86	5,252	30.30	5,515	31.82	5,791	33.41															LMCEA
Public Works Maintenance Worker I	2,905	16.76	3,050	17.60	3,203	18.48	3,363	19.40	3,531	20.37															LMCEA
Public Works Maintenance Worker II	3,215	18.55	3,376	19.48	3,545	20.45	3,722	21.47	3,908	22.55															LMCEA
Public Works Maintenance Worker III	3,533	20.38	3,710	21.40	3,896	22.48	4,091	23.60	4,296	24.78															LMCEA
Public Works Operations Manager	6,221	35.89							7,561	43.62															Mgmt
Purchasing Officer	6,221	35.89							7,561	43.62															Mgmt

Class Title	Step A (Minimum)		Step B		Step C		Step D		Step E (Maximum)		Step F		Step G		EDUCATION STEPS						Payroll Group			
	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour		Month	Hour	
																								Month
Records & Elections Manager*	6,741	38.89							8,194	47.27														Mgmt
Recreation Aide		10.51	10.51	10.51				10.51		10.51														Temporary
Recreation Leader		10.56	11.09	11.64				12.22		12.83														Temporary
Recreation Specialist		12.92	13.57	14.25				14.96		15.71														Temporary
Recreation Supervisor	4,470	25.79	4,694	27.08	4,929	28.44	5,175	29.86	5,434	31.35														LMCEA
Risk Manager	7,602	43.86							9,241	53.31														Mgmt
Safety Volunteer Coordinator	4,355	25.13	4,573	26.38	4,802	27.70	5,042	29.09	5,294	30.54														LMCEA
Secretary to the City Manager	4,745	27.38	4,982	28.74	5,231	30.18	5,493	31.69	5,768	33.28														Confidential
Senior Accounting Technician	4,495	25.93	4,720	27.23	4,956	28.59	5,204	30.02	5,464	31.52														LMCEA
Senior Building Inspector	5,249	30.28	5,511	31.79	5,787	33.39	6,076	35.05	6,380	36.81														LMCEA
Senior Management Analyst	6,221	35.89							7,561	43.62														Mgmt
Senior Planner	7,409	42.74							9,008	51.97														Mgmt
Senior Tree Trimmer	3,869	22.32	4,062	23.43	4,265	24.61	4,478	25.83	4,702	27.13														LMCEA
Stormwater Program Manager	6,041	34.85	6,343	36.59	6,660	38.42	6,993	40.34	7,343	42.36														LMCEA
Superintendent of Public Works	6,958	40.14							8,459	48.80														Mgmt
Transportation Specialist	3,394	19.58	3,564	20.56	3,742	21.59	3,929	22.67	4,125	23.80														LMCEA
Tree Trimmer	3,516	20.28	3,692	21.30	3,877	22.37	4,071	23.49	4,275	24.66														LMCEA
Wastewater Maintenance Worker I	2,905	16.76	3,050	17.60	3,203	18.48	3,363	19.40	3,531	20.37														LMCEA
Wastewater Maintenance Worker II	3,215	18.55	3,376	19.48	3,545	20.45	3,722	21.47	3,908	22.55														LMCEA
Wastewater Maintenance Worker III	3,533	20.38	3,710	21.40	3,896	22.48	4,091	23.60	4,296	24.78														LMCEA

For additional Temporary employees hired into Regular classifications, use data associated with the Regular classification, but use "2" instead of "1" as the first digit of the Class Code.

\*Position status and salary subject to change in December 2016 when position becomes appointed.

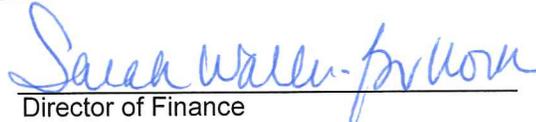
**CERTIFICATE OF CITY/DIRECTOR OF FINANCE**

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount       \$794,920.00       Fund \$727,870 from General Fund (101), \$150 from Housing Rehab (202), \$1,390 from CDBG (203), \$3,820 from Downtown Parking (206), \$42,520 from Wastewater (207), \$7,520 from Environmental Services (208), \$3,530 from Comm Svcs Grants (212), \$2,430 from Workers Comp (602), \$2,430 from Liability Risk (604), \$2,540 from LM Successor Agency (711) and \$720 from LM Housing Successor Agency (712)

Purpose Request appropriation from unappropriated reserves for FY 2016-2017 salary increases for the La Mesa City Employees' Association, La Mesa Police Officers' Association, and Unrepresented Employees.

  
 Director of Finance  
 City of La Mesa

Date       07/07/16      

By David E. Witt

Unappropriated Reserves Available Balance \$ \$25,916,923 (Fund 101), \$115,238 (Fund 202), \$108,000 (Fund 203), \$206,963 (Fund 206), \$5,529,889 (Fund 207), \$509,393 (Fund 208), \$423,500 (Fund 212), \$3,201,671 (Fund 602), \$3,361,312 (Fund 604), \$250,000 (Fund 711) and \$75,210 (Fund 712).

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed \$

\_\_\_\_\_  
 Director of Finance  
 City of La Mesa

Date:

By:

Funds:

Dept./Activity:

Purpose:

CERTIFICATE NO. 1508



DATE: July 12, 2016

TO: Mayor and Members of the City Council

FROM: Mary Kennedy, City Clerk *cmk*

VIA: David Witt, City Manager *DW*

SUBJECT: Appointment of Applicants to City of La Mesa Boards and Commissions

On June 28th, the City Council interviewed applicants who were interested in being appointed to fill vacancies on several of the City's boards and commissions. At the Council meeting on July 12th, the Mayor and City Council will nominate and confirm the appointments. With the exception of the Community Services Commission and the Planning Commission, the Mayor will make the appointments to the other boards and commissions with the approval of the City Council. Since there are only two applicants for the two openings on the Community Services Commission, Council is being requested to confirm the appointments.

For the appointments to the Planning Commission, nomination forms will be distributed at the meeting. Each Councilmember will indicate his or her nominations on the form. The forms will be passed to the City Clerk who will read each nomination aloud. The nomination process will continue until there is a majority nomination by the Council.

Attached is a list of the boards and commissions with a brief description of the requirements for each one, the number of openings, and the names of each applicant seeking to be appointed, as well as copies of the applications.

Staff recommends the City Council appoint members to fill the openings on the City's boards and commissions, and adopt the attached resolution confirming the appointments.

Attachments

RESOLUTION NO. 2016-

RESOLUTION APPOINTING AND/OR REAPPOINTING MEMBERS TO CITY OF  
LA MESA BOARDS AND COMMISSIONS

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WHEREAS, terms on the following City of La Mesa Boards and Commissions have either expired or been vacated; and

WHEREAS, the list of persons below have been either recommended to or by the City Council for appointment to said City of La Mesa Board and Commission.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the City Council of the City of La Mesa, California, that the following are hereby appointed and/or reappointed as members of the City of La Mesa Boards and Commissions, with their terms to commence after the oath or affirmation of allegiance for public officers or employees is executed as required by Article XX, Section 3 of the Constitution of the State of California, and to expire on the dates stated below, or until their successors are appointed and qualified:

Community Services Commission: 2 appointments

(Name) is appointed/reappointed for term ending: 6/30/2020

(Name) is appointed/reappointed for term ending: 6/30/2020

Design Review Board: 1 appointment

(Name) is appointed/reappointed for term ending: 6/30/2019

Environmental Sustainability Commission: 3 appointments

(Name) is appointed/reappointed for term ending: 6/30/2020

(Name) is appointed/reappointed for term ending: 6/30/2020

(Name) is appointed/reappointed for term ending: 6/30/2020

Historic Preservation Commission: 2 appointments

(Name) is appointed/reappointed for term ending: 6/30/2020

(Name) is appointed/reappointed for term ending: 6/30/2020

La Mesa Community Parking Commission: 2 appointments

(Name) is appointed/reappointed for term ending: 6/30/2020

(Name) is appointed/reappointed for term ending: 6/30/2020

Personnel Appeals Board: 1 appointment

(Name) is appointed/reappointed for term ending: 6/30/2019

Planning Commission: 2 appointments

(Name) is appointed/reappointed for term ending: 6/30/2020

(Name) is appointed/reappointed for term ending: 6/30/2020

Traffic Commission: 2 appointments

(Name) is appointed/reappointed for term ending: 6/30/2020

(Name) is appointed to fill the unscheduled vacancy created by Michael Caprio whose term expires June 30, 2018.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

**Community Services Commission: 2 positions – four-year terms**

Members must be resident electors of the City of La Mesa and are subject to the Conflict of Interest Code.

	First Appointed	Number of Terms
Darryl Gorham – incumbent	04/13/2010	1+ partial
Ginger Radenheimer – incumbent	07/08/2008	2

**Design Review Board: 1 position – three-year term**

Members shall be design professionals, which are defined as registered architect or landscape architect, building designer, urban designer or urban planner. Members are subject to the Conflict of Interest Code.

	First Appointed	Number of Terms
Dimitri Callian		
Christopher Langdon		
Stosh Podeswik – incumbent	06/26/2007	3
Stephen Reaves		
Peter Soutowood		
Erik Verkaaik		

**Environmental Sustainability Commission: 3 positions – four-year terms**

***One position represents the professional category (P) with experience related to environmental sustainability, and two positions represent the general population (G).***

Members shall be residents of the City of La Mesa and one member shall have professional experience related to environmental sustainability.

	First Appointed	Number of Terms
Lawrence Guiland		
Maria Hesse – incumbent (G)	02/12/2013	partial
Scott Kidwell		

**Historic Preservation Commission: 2 positions – four-year terms**

***One position is from the design professional category (DP), and one position is recommended by the La Mesa Historical Society (HS).***

Two of the members shall be registered voters and licensed architects, landscape architects, city planners, urban designers, architectural historians, individuals practicing structural or interior design; two are current resident electors of the City of La Mesa; and three are registered voters and recommended by the La Mesa Historical Society. Members are subject to the Conflict of Interest Code.

First Appointed      Number of Terms

Dimitri Callian

Ken D'Angelo – recommended by the La Mesa Historical Society

D. Robert Dieringer

Mickey Moreau

**La Mesa Community Parking Commission: 2 positions – four-year terms**

***Both positions represent retail or commercial businesses in the CD Downtown Commercial Zone.***

Members shall consist of one retail merchant, one commercial business member, one resident, and two members at large from the CD Downtown Commercial Zone. Members are subject to the Conflict of Interest Code.

First Appointed      Number of Terms

Melissa McCune

Chris Shea

**Personnel Appeals Board: 2 positions – three-year terms**

Members shall be resident electors of the City of La Mesa.

First Appointed      Number of Terms

Audrey Murray – incumbent

07/13/2004

3

**Planning Commission: 2 positions – four-year term**

Members must be resident electors of the City of La Mesa and are subject to the Conflict of Interest Code.

First Appointed      Number of Terms

Dimitri Callian  
Polly Kanavel  
Christopher Langdon  
Mickey Moreau  
Greg Paden  
Andrew Torpey  
Erik Verkaaik

**Traffic Commission: 2 positions – one four-year term and one two year term**

***One position will fill the unexpired term of Michael Caprio whose term expires June 30, 2018.***

Members must be resident electors of the City of La Mesa and are subject to the Conflict of Interest Code.

First Appointed      Number of Terms

Tony Ortega  
Greg Paden  
Gregory Spire

APPLICATIONS ARE AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL  
From the CITY MANAGER

DATE: July 12, 2016

SUBJECT: Resolution Confirming the Report with the Final Determination of Sewer Service Charges for Fiscal Year 2017 to be Collected on the County Property Tax Roll and Directing the City Clerk to Forward a Certified Copy of the Resolution and the Report to the Office of the San Diego County Auditor

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City Council adopt the attached resolution approving the sewer charge amount for each parcel as described in the fiscal year 2017 sewer charge report and authorize the City Clerk to submit the sewer charge for each parcel to the County Auditor for collection on the 2016-17 property tax bills?

Recommendation:

That the City Council adopt the attached resolution approving the sewer charge amount for each parcel as described in the fiscal year 2017 sewer charge report and authorize the City Clerk to submit the sewer charge for each parcel to the County Auditor for collection on the 2016-17 property tax bills.

Fiscal Impact:

Through an agreement with the County, the City pays a fee of \$0.10 per parcel for collection of sewer service charges on the tax bill. Sewer charges will be levied on 13,094 parcels in FY 17, at a total estimated cost of \$1,309.40. This amount is deducted by the County from the City's apportionment of property tax payments.

The City will collect approximately \$9,991,595 in sewer revenue from property tax payments in FY 17. This revenue is received from the County in monthly

apportionments with a majority of the revenue collected in January and May after property tax bills are due. Sewer service revenue is deposited into the Wastewater Fund (Fund 207) and is used to fund the City's sewer program, including operation and maintenance, sewer treatment and transportation, infrastructure improvements, and debt service.

City's Strategic Goals:

Continue to improve high quality municipal services

**BACKGROUND:**

On June 26, 2012, the City Council adopted Ordinance No. 2012-2823 authorizing the collection of La Mesa sewer service charges on the County property tax bill as a fixed charge special assessment.

The City has an agreement with the County of San Diego for the collection of taxes and special assessments. As part of the agreement, the County collects the fixed charge special assessments levied by the City at the same time and in the same manner as County property taxes are collected. A special assessment is defined as a levy placed upon real property (land or land and improvements) for the purpose of paying for a special service, the amount of which is based on the benefit received from the service provided.

Sewer service charges are collected from all users of the City's sanitary sewer system pursuant to La Mesa Municipal Code Section 17.12 and the laws of the State of California. The City levies the sewer service fee under the authority of California Health and Safety Code Section 5471. Sewer charges are subject to the limitations prescribed in Article XIID (Proposition 218) of the California Constitution. As required by Proposition 218, the City Council held a public hearing on proposed sewer rate adjustments on May 12, 2015. The schedule of sewer service charges was adopted on May 26, 2015 by Ordinance No. 2015-2841 resulting in an increase in the sewer bill for the average single-family customer (using 15 units of water bi-monthly) by 2.7 percent for FY 17.

**DISCUSSION:**

As part of the annual sewer billing process, the City will mail a letter with the estimated sewer charge amount to be collected on the FY 17 property tax bill, to the record owner of each parcel connected to the City's sanitary sewer system. The letter (Attachment B) is expected to be mailed on July 13, 2016. The purpose of the letter is to provide property-specific information to assist property owners with planning and budgeting for property tax payments, rental properties and impound accounts. The City mails the

billing letters so that property owners have the opportunity to request a sewer billing adjustment, if qualified, before the charges are placed on the property tax bill.

Municipal Code Section 17.12.040 authorizes the City Manager to establish policies and grant exceptions from the established sewer service charges in certain situations. The City's sewer charge adjustment policy and the adjustment request form are available on the City's website. Adjustment requests may be submitted at any time throughout the year, however, the County charges a \$15 per parcel correction fee for processing billing changes after the August 10<sup>th</sup> submittal deadline.

Property owners also have the opportunity to review their annual sewer charges on-line on the City's website at [www.cityoflamesa.com/sewer](http://www.cityoflamesa.com/sewer). The winter water usage and billing calculations are available on-line going back to 2012 so that property owners can track changes in their winter water average and the bill amount from year to year.

In order to collect the sewer charges on the property tax roll, Health and Safety Code Section 5473 requires that a written report containing a description of each parcel receiving sewer service and the amount of the charge for each parcel, be prepared each year and filed with the City Clerk. Sewer charges must be computed in conformity with the adopted schedule of sewer service fees. The FY 17 sewer charge report, with the amount to be levied against each parcel, was filed with the City Clerk on July 5, 2016.

The City Council is required to hold a public hearing prior to making a final determination of the amount of the sewer service charge to be levied against each parcel for the fiscal year. Pursuant to Section 5473.1, a notice of filing of the FY 17 sewer charge report and the time and place of the public hearing was published two times in the East County Californian on June 30, 2016 and July 7, 2016.

On or before August 10 of each year, the City must certify and deliver the adopted resolution and a copy of the approved report with the levy amounts for each parcel, to the County Auditor to be added to the assessment roll for collection on the property tax bill.

Following the public hearing, staff will prepare the final parcel list for submittal to the County. Parcels that cannot be placed on the tax roll, such as government agencies, are billed separately by the City.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution approving the sewer charge amount for 13,094 parcels in the total amount of \$9,991,594.86 as described in the FY 17 sewer charge report and authorize the City Clerk to submit the sewer charges to the County Auditor for collection on the FY 2016-17 property tax bills.

Reviewed by:



David E. Witt  
City Manager

Respectfully submitted by:



Gregory P. Humora  
Director of Public Works/City Engineer



Erin Bullers  
Senior Management Analyst

Attachment:   A Resolution  
                  B Sewer Billing Estimate Letter

RESOLUTION NO. 2016-\_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA CONFIRMING THE REPORT WITH THE FINAL DETERMINATION OF SEWER SERVICE CHARGES FOR FISCAL YEAR 2017 TO BE COLLECTED ON THE COUNTY PROPERTY TAX ROLL AND DIRECTING THE CITY CLERK TO FORWARD A CERTIFIED COPY OF THIS RESOLUTION, TOGETHER WITH A COPY OF THE REPORT TO THE OFFICE OF THE SAN DIEGO COUNTY AUDITOR

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WHEREAS, pursuant to the La Mesa Municipal Code and the laws of the State of California, sewer service charges shall be paid by all persons using the sanitary sewer system of the city of La Mesa;

WHEREAS, pursuant to Health and Safety Code Section 5473, the City Council adopted an ordinance electing to have sewer service charges collected on the property tax roll in the same manner, by the same persons, and at the same times as, together with and not separately from, its general taxes and has caused to be prepared and filed with the City Clerk, a sewer service charge report containing the description of each parcel of property receiving services and the amount of the charges for each parcel for fiscal year 2017;

WHEREAS, a letter was mailed on July 7, 2016 to the owner of each parcel receiving sewer service from the City of La Mesa with the estimated sewer charge amount to be placed on the property tax roll for fiscal year 2017 for the respective property;

WHEREAS, pursuant to Section 5473.1, a notice of filing of the FY 2017 sewer charge report and the time and place of the public hearing was published two times in the East County Californian on June 30, 2016 and July 7, 2016;

WHEREAS, a public hearing was held on July 12, 2016 at 5:00 p.m. to receive and consider all oral and written testimony regarding the FY 2017 report of sewer service charge amounts to be levied against each parcel for the fiscal year;

WHEREAS, pursuant to Health and Safety Code Section 5473.4, on or before August 10 of each year, the City Clerk shall file with the County auditor, a copy of the report with an endorsed statement of Final Determination by the legislative body; and

WHEREAS, it is estimated that the fiscal year 2017 itemized tax roll will include 13,094 parcels and a total assessment of approximately \$9,991,595.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, as follows:

1. Said report on file in the City Clerk's office describing each parcel of property receiving services and the amount of the charges for each parcel is hereby confirmed and the amount levied upon each parcel shall be entered by the County auditor on the assessment roll for fiscal year 2017.

2. The City Clerk is hereby directed to forward a certified copy of this resolution, together with a copy of the report, to the office of the San Diego County Auditor on or before August 10, 2016.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12<sup>th</sup> day of July, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

#### CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-\_\_\_\_\_, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)



**THIS IS NOT A BILL – DO NOT PAY**

APN: 1234567890

JOHN SMITH  
1234 LA MESA BLVD  
LA MESA, CA 91941

RE: Fiscal Year 2017 Estimated Sewer Bill

Please find enclosed your estimated charges for sewer service between 7/1/16 and 6/30/17. This is not a bill. The purpose of this letter is to inform you of the amount due for sewer service for the upcoming fiscal year. Sewer charges are based on the average winter water usage (4 months) from the previous five years. The amount due will be placed on and paid with your 2016-2017 property tax bill from the County of San Diego. Your property tax bill will be mailed to you in September. If you pay your property taxes via an escrow account you should forward this information to your mortgage company to determine if your monthly payments should be adjusted. **These charges are not tax-deductible on your income tax return.**

Service Address	Location #	Winter Water Average	FY17 Sewer Charge
1234 LA MESA BLVD	12345678	15.00 HCF	\$ 484.68

In July of 2012, the City discontinued bi-monthly billing for sewer and began collecting sewer charges on the property tax bill. Your sewer charges are based on the approved FY 17 sewer rates which were adopted by the City Council on May 12, 2015.

To calculate your bi-monthly sewer bill, multiply the winter water average by the consumption charge of \$3.44 per HCF then add the base charge of \$29.18. To calculate your annual sewer bill, multiply your bi-monthly bill by 6.

$$\text{FY 17 Sewer Charge} = 15.00 \text{ HCF} \times \$3.44 = \$ 51.60 + \$29.18 = \$ 80.78 \times 6 = \$ 484.68$$

If you have questions about your sewer charge, visit our website at [www.cityoflamesa.com/sewer](http://www.cityoflamesa.com/sewer). You can look up your sewer charges on-line by clicking the link near the top of the webpage. To request a sewer billing adjustment, please review the City's adjustment policy on the website to see if you qualify. Requests must be submitted by August 1 using the adjustment request form available on the website. If you feel that there is an error on your sewer bill please contact us immediately at 619.667.1126.