



**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 LMCEA 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) 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.
- 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:

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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

EMPLOYEES 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
Steven M. Berliner
Chief Negotiator

Yvonne Garrett
Yvonne Garrett
Assistant City Manager

Rida Freeman
Rida Freeman
Human Resources Manager

LA MESA CITY EMPLOYEES'
ASSOCIATION

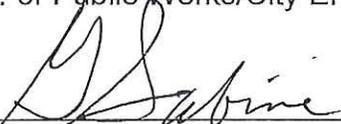
Maxine S. Lynch
Maxine Lynch
Association President /
Community Resource Supervisor

Angela Pele-Toalepei
Angela Pele-Toalepei
Administrative Office Assistant

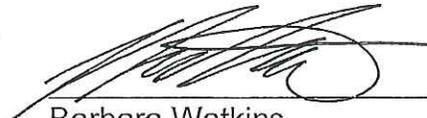
Chad Kostewa
Chad Kostewa
Park Maintenance Worker I



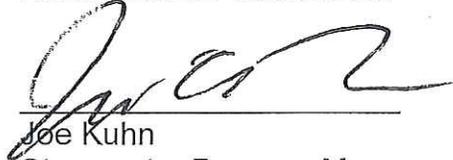
Gregory P. Humora
Dir. of Public Works/City Engineer



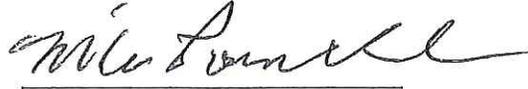
Glenn Sabine
City Attorney



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	
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	29.79	LMCEA
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	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 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