

**DUPLICATE
ORIGINAL**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUSANVILLE**

AND

**THE ADMINISTRATIVE
EMPLOYEES**

July 1, 2018 and including June 30, 2020

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1. **INTRODUCTION**

The CITY of Susanville, hereinafter called the CITY, and the Administrative Employees, having met and conferred in good faith, have entered into this Memorandum of Understanding (MOU) establishing wages, hours, and other terms and conditions of employment.

The purpose of the Memorandum of Understanding is to promote harmonious relations between the CITY and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and the employees pursuant to the purpose and intent of California Government Code Section §3500.

2. **EMPLOYEE RIGHTS**

Employees of the CITY have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation. Employees of the CITY shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY.

3. **CITY RIGHTS**

The CITY retains the right, subject to and in accordance with applicable laws and the provisions of the MOU:

- a. To direct employees in the performance of their duties.
- b. To hire, promote, transfer, assign, and discipline employees.
- c. To dismiss employees because of lack of work, or in accordance with applicable provisions of the CITY's personnel ordinance and Personnel Policies and Procedures adopted by the City Council.
- d. To determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions or employees assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work.
- e. To take whatever action may be appropriate to carry out its mission in situations of emergency.
- f. To direct personnel based upon CITY Personnel Policies and Procedures adopted by the City Council where deemed applicable by the City Council.
- g. In addition, the CITY specifically retains all the rights, subject to the provisions of this MOU, to take whatever actions and set whatever policies it deems necessary, with appropriate notification to UNIT employees.
- h. This section will not operate to deny any employee rights guaranteed by applicable law, including the Meyers-Milias-Brown Act.

4. **NONDISCRIMINATION**

The CITY and the Administrative Employees agree not to discriminate against any employee in accordance with applicable law. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and vice versa.

5. **UNIT RECOGNITION**

The CITY agrees to acknowledge the UNIT as the only recognized employee organization representing the Administrative employees and shall consist of all full-time, regular or probationary employees of the CITY listed in Exhibit "A" of this MOU.

6. **SALARY SCALE, MERIT STEP, CAREER DEVELOPMENT**

a. Each Employee shall receive an employment Recognition Incentive of \$1,000 each year of this Agreement to be paid annually during the December special payroll.

b. Pay periods will conform to 26 pay periods within a full year with pay day occurring every other Friday.

c. The Employees shall receive such merit steps as may be granted pursuant to the Employee Manual. When an employee has been at Step E for two years, he/she may, according to merit, be moved to Step F, which is five percent higher than the current range and step. If the employee remains in Step F for two additional years, he/she may according to merit, go to Step G. If the employee remains in Step G for two additional years, he/she may, according to merit, go to Step H. Merit increases will not be automatic and will be based upon merit as evidenced by a performance evaluation. Longevity ends at Step H.

d. The compensation listed in Exhibit "B" of the City of Susanville Global Range and Step Matrix shall constitute entire compensation, except as provided within this Agreement.

d. Administrative Employees whose positions are exempt from the requirements of the Fair Labor Standards Act are not eligible for standby pay, call back pay, overtime pay, or any other form of overtime compensation unless expressly authorized by the City Administrator.

e. Where there is a continuing education program approved by the City Administrator the CITY shall pay the cost of books, tuition, fees, mileage and per diem expenses to complete the program as allowed by budget.

f. S.D.I.: The City will pay the State Disability Insurance for the employees of this Unit.

7. **RETIREMENT**

a. For Legacy Employees as defined by the California Public Employee's Pension Reform Act (PEPRA) of 2013, the CITY shall pay the employer's share and the

employee shall pay the employee's 8% share of the existing retirement program of 3% at 60, single highest year, with California Public Employees Retirement System for Legacy employees.

- b. New Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340 / PEPRA.
Non-safety employees 2% at 62
Safety employees 2.7% at 57

8. **WORK SCHEDULE**

- a. The Exempt Administrative Employees covered by this MOU generally work from 8:00 a.m. to 5:00 p.m. or the hours worked by employees within the respective departments, plus any additional hours associated with required meetings, emergencies, and other requirements of the position.
- b. The Nonexempt employees covered by the MOU shall have a workweek that begins at midnight Saturday and ends at midnight the following Friday. Nonexempt Administrative Unit Employees covered by this MOU generally work from 8:00 a.m. to 5:00 p.m. or the hours worked by employees within the respective departments, plus any additional hours associated with required meetings, emergencies, and other requirements of the position. Nonexempt Employees shall be normally scheduled for two consecutive days off. A 40-hour work week shall constitute a regular work schedule for this UNIT unless the needs of the CITY require an alteration of the schedule because of emergencies, program or staffing needs, budgetary reasons or in order to accommodate temporary schedule adjustments. Normally the work week for Nonexempt Administrative Employees shall be Monday through Friday, with a 60-minute lunch break. The needs of the CITY will be paramount when making assignments under the 40-hour work week.

9. **HOLIDAYS, VACATION AND SICK LEAVE**

Employees in this UNIT shall earn annual vacation credit accrued per pay period as specified below:

0-1	year	3.69
1-5	years	4.62
5-10	years	5.23
10-15	years	6.15
15-20	years	7.69
20 +	years	9.23

- a. Vacation credit will vest and become available for use upon the successful completion of the probationary period for any new employees within the UNIT. Accrued vacation time may be used during the probationary period, subject to the approval of the City Administrator on a case-by-case basis.
- b. Maximum vacation accrual shall be 240 hours. The City Administrator may authorize increasing the maximum accrual for a defined period of time if the excess

accrual was created because the City Administrator cancelled an employee's scheduled vacation due to a CITY emergency. Any vacation hours accrued over 240 hours shall be bought back by the City at fifty percent of employee's base salary during December.

10. **ADMINISTRATIVE LEAVE**

Exempt Members of the UNIT shall receive 60 hours Administrative Leave per fiscal year in addition to vacation leave. Such leave shall be credited July 1 of each year.

Administrative Leave will be made available from the time of hire, at 15 hours credited for each three-month period remaining in the fiscal year that the employee is hired and prorated for the first three-month period

Administrative Leave is made available in recognition of employee's responsibility to perform functions after normal business hours.

Administrative Leave may not accrue, and any unused leave will extinguish as of June 30 of each year. UNIT members may sell up to 30 hours of unused Administrative Leave back to the CITY during December, and up to thirty hours of unused Administrative Leave back to the City in June. This benefit is not available to an employee who has not successfully completed their introductory period.

Nonexempt Members shall not receive Administrative Leave.

11. **OVERTIME**

- a. The CITY agrees that all hours worked by Nonexempt employees in excess of forty (40) hours per week shall be compensated for at a rate of 1.5 times the regular rate of pay
- b. The assignment of overtime will be at the CITY'S sole discretion and scheduled by supervisory personnel. However, the CITY shall endeavor to select among those employees who are qualified, those individuals who wish to work overtime, and when reasonably possible, to schedule such overtime work in advance. When an employee cannot work unscheduled overtime, for whatever reason, such action will not be considered insubordination and no other sanctions will be imposed on the employee.
- c. The CITY shall have the right to require employees to work whenever necessary.
- d. The City shall grant either pay or overtime, pursuant to Section 13.A of this MOU, or compensatory time off at the rate of 1.5 times the number of overtime hours worked. It shall be the employee's option to select monetary compensation or compensating time off, except in circumstances where the City will be reimbursed for the employee's overtime only if the employee receives monetary compensation for the overtime hours worked. In these circumstances the employee will receive monetary compensation.

- e. No employee shall accrue more than 120 hours of compensatory time off. Employees with more than 120 hours at the time of this change shall be allowed to keep those hours in this time bank until they fall below 120 hours at which time they could not bank hours over the 120-hour limit. Employee may request at monetary compensation payment of up to 40 hours twice a year for a total of 80 hours per fiscal year to be issued by separate check. Such check(s) may only be issue within the months of December and June.
- f. An employee who is called in to work (non-scheduled overtime) and at least one (1) hour after clocking out shall receive a minimum of two hours at 1.5 times the regular rate of pay.
- g. An employee who works more than ten consecutive hours shall receive a meal allowance of \$13.50.
- h. This section shall not apply to Exempt Members.

12. **MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the City Administrator and/or the city Administrator's authorized representative an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

13. **JURY DUTY**

While serving on jury duty, employees will still be paid by the CITY on the basis of a forty-hour week, at their normal rate of pay, on condition that any compensation in excess of mileage expenses received from the court be turned over to the CITY.

14. **FAMILY ILLNESS OR INJURY LEAVE**

Family Leave provisions are outlined in the Employee Manual dated June 1, 2001.

15. **BEREAVEMENT LEAVE**

Bereavement Leave shall be granted according to the provisions of the Employee Manual dated June 1, 2001.

16. **LAY-OFF POLICY**

It is recognized by the UNIT that, when due to fiscal, operational or organizational reasons, it is necessary to reduce CITY employment, such action and its implementation, except as qualified herein, shall be at the sole discretion of the CITY. When it is deemed necessary to reduce CITY employment by layoff of employees or elimination of job positions/titles, the CITY shall give the employee a minimum of three-month notice and severance pay including all previous benefits for said three-month period. This benefit is not available to an employee who has not successfully completed his/her introductory period

- a. The CITY shall have the sole right to determine which class or classes shall be subject to layoff.
- b. Employees laid off, or demoted in lieu of layoff, shall have a priority right of return to their prior class. This right shall remain effective for one year from the date of demotion or separation from service.

17. **HEALTH, DENTAL AND VISION INSURANCE**

- a. Effective July 1, 2013 the City shall pay the cost of health, dental and vision insurance premium for each unit member covered under this MOU. Each unit member shall contribute \$46 per month towards the current plan premium. City will continue to research options for the best cost-effective coverage, at its discretion. The City reserves the right to select, change, administer and shall have the right to select any carrier or other method providing coverage to fund the benefits and may adjust the amount the City shall pay for such benefits. If the insurance provider is changed and the cost is less than \$1018 per month per employee, the City shall cap the amount of its contribution to an amount not less than 100 percent of the cost of the new plan.
- b. Retirees will be eligible to purchase health insurance under the above plan with no vesting requirement if allowed by the plan. A credit of 50% of accumulated sick leave at time of retirement, will be paid out per month towards 50% of premium, subject to CalPERS regulations. The amount of sick leave credit that could be credited toward retiree health insurance benefits will be capped at \$15,000.00.

18. **LIFE INSURANCE**

Each member of UNIT shall receive a \$25,000 term life insurance policy to be paid for by the CITY.

19. **IRS SECTION 125 PLAN; DEFERRED COMPENSATION**

- a. The City has established an IRS Section 125 Plan for use by employees.
- b. The City will contribute \$25 per pay period as a contribution to an employee's Section 125 plan; or
- c. The City shall match up to two percent of the employee's gross salary in a deferred compensation plan with a maximum contribution of \$25 per pay period.

20. **FLEXIBLE BENEFIT/UNIFORM ALLOWANCE**

- a. Each Exempt Member of the UNIT shall receive a \$200 per year flexible benefit in December of each year.

- b. Uniform Allowance: Administrative Employees who are attached to Police shall receive a uniform allowance equal to that allowed to officers in the Police unit, not to exceed \$800 annually.

21. **PAST PRACTICES**

Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practices, tradition, accumulations or vesting of any employee rights or privileges other than those expressly stated herein.

The CITY and the UNIT agree that only those past practices, standards, obligations and/or other commitments of the CITY to its employees which are expressly stated herein shall be in full force and effect during the term of this MOU.

All other past practices, standards, obligations or commitments, whether written or unwritten, are within the scope of Section 3 of this MOU.

22. **GRIEVANCE/DISCIPLINE PROCEDURES**

The CITY and UNIT will follow the approved procedures as outlined in the City of Susanville Employee Manual.

23. **SOLE AGREEMENT**

a. The policies which are collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.

b. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only, if and when reduced to writing and executed by the authorized representative of the CITY and the UNIT. Any such changes validly made shall become a part of this MOU and subject to its terms.

24. **RESIDENCY POLICY**

The CITY and UNIT agree that the residency Policy is applicable to all Unit Members hired after January 1, 2018, as shown is Exhibit "C".

25. **SAVINGS CLAUSE**

In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy, or set of policies, shall be declared void.

However, this action shall in no way invalidate the remaining policies contained in this MOU.

Should a policy within the MOU become void as outlined above, either the CITY or the UNIT may institute the meet and confer process in regard to instituting a substitute item.

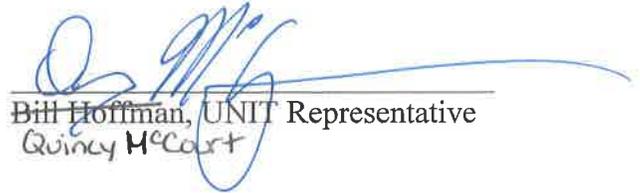
25. **TERM OF THE MEMORANDUM OF UNDERSTANDING**

This MOU shall remain in effect for the period of July 1, 2018 through and including June 30, 2020, or until a successor MOU is reached, unless a specific provision provides for a different commencement and/or termination date. This MOU has been ratified by both the CITY and UNIT.

Dated this 19 day of September, 2018.



Kevin Stafford, Mayor


Bill Hoffman, UNIT Representative

Quincy McCourt



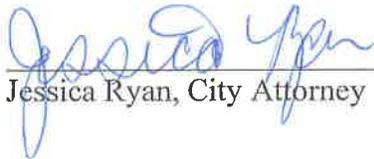
Dan Newton, Interim City Administrator

ATTEST:



Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:



Jessica Ryan, City Attorney

EXHIBIT "A"

Administrative Confidential Employees
Position Classification Schedule
July 1, 2018 through June 30, 2020

<u>Exempt Positions</u>	<u>Range</u>
Assistant to the City Administrator	148
Administrative Assistant: Police Department	138

<u>Nonexempt Positions</u>	
Project Manager	146
Assistant Civil/Air Quality Engineer	140/144/150
Assistant Engineer	140
Permit Technician	140

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX
2018-2020 ADMINISTRATIVE MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
101	713.30	748.97	786.42	825.74	867.02	910.38	955.89	1,003.69
102	731.14	767.69	806.08	846.38	888.71	933.13	979.79	1,028.78
103	748.97	786.42	825.74	867.02	910.38	955.89	1,003.69	1,053.87
104	767.70	806.08	846.39	888.71	933.14	979.80	1,028.79	1,080.23
105	786.41	825.73	867.02	910.37	955.89	1,003.69	1,053.87	1,106.56
106	806.08	846.38	888.70	933.14	979.80	1,028.78	1,080.22	1,134.24
107	825.74	867.02	910.38	955.89	1,003.69	1,053.87	1,106.57	1,161.90
108	846.39	888.71	933.14	979.80	1,028.79	1,080.23	1,134.24	1,190.95
109	867.02	910.37	955.89	1,003.69	1,053.87	1,106.57	1,161.89	1,219.99
110	888.71	933.15	979.81	1,028.80	1,080.24	1,134.25	1,190.96	1,250.51
111	910.38	955.89	1,003.69	1,053.87	1,106.57	1,161.90	1,219.99	1,280.99
112	933.15	979.81	1,028.80	1,080.24	1,134.25	1,190.96	1,250.51	1,313.03
113	955.89	1,003.69	1,053.88	1,106.57	1,161.90	1,220.00	1,281.00	1,345.05
114	979.81	1,028.80	1,080.24	1,134.25	1,190.96	1,250.51	1,313.03	1,378.69
115	1,003.69	1,053.87	1,106.57	1,161.90	1,219.99	1,280.99	1,345.04	1,412.29
116	1,028.80	1,080.24	1,134.25	1,190.97	1,250.51	1,313.04	1,378.69	1,447.63
117	1,053.88	1,106.57	1,161.90	1,219.99	1,280.99	1,345.04	1,412.30	1,482.91
118	1,080.24	1,134.25	1,190.97	1,250.51	1,313.04	1,378.69	1,447.63	1,520.01
119	1,106.57	1,161.90	1,219.99	1,280.99	1,345.04	1,412.29	1,482.91	1,557.05
120	1,134.25	1,190.97	1,250.51	1,313.04	1,378.69	1,447.63	1,520.01	1,596.01
121	1,161.89	1,219.99	1,280.99	1,345.03	1,412.29	1,482.90	1,557.05	1,634.90
122	1,190.97	1,250.52	1,313.04	1,378.70	1,447.63	1,520.01	1,596.01	1,675.81
123	1,219.99	1,280.99	1,345.04	1,412.29	1,482.90	1,557.05	1,634.90	1,716.65
124	1,250.52	1,313.04	1,378.70	1,447.63	1,520.01	1,596.01	1,675.81	1,759.61
125	1,280.99	1,345.04	1,412.29	1,482.91	1,557.05	1,634.90	1,716.65	1,802.48
126	1,313.04	1,378.70	1,447.63	1,520.01	1,596.01	1,675.81	1,759.61	1,847.58
127	1,345.04	1,412.29	1,482.91	1,557.05	1,634.90	1,716.65	1,802.48	1,892.61
128	1,378.70	1,447.63	1,520.01	1,596.01	1,675.81	1,759.61	1,847.59	1,939.97
129	1,412.29	1,482.90	1,557.04	1,634.90	1,716.64	1,802.47	1,892.60	1,987.23
130	1,447.63	1,520.01	1,596.01	1,675.82	1,759.61	1,847.59	1,939.97	2,036.96
131	1,482.90	1,557.04	1,634.89	1,716.64	1,802.47	1,892.59	1,987.22	2,086.59
132	1,520.02	1,596.02	1,675.82	1,759.61	1,847.59	1,939.97	2,036.97	2,138.81
133	1,557.04	1,634.89	1,716.64	1,802.47	1,892.59	1,987.22	2,086.58	2,190.91
134	1,596.01	1,675.81	1,759.60	1,847.58	1,939.96	2,036.96	2,138.81	2,245.75
135	1,634.89	1,716.63	1,802.46	1,892.59	1,987.22	2,086.58	2,190.91	2,300.45
136	1,675.78	1,759.57	1,847.55	1,939.93	2,036.93	2,138.77	2,245.71	2,358.00
137	1,716.63	1,802.46	1,892.59	1,987.22	2,086.58	2,190.91	2,300.45	2,415.47
138	1,759.57	1,847.55	1,939.92	2,036.92	2,138.77	2,245.70	2,357.99	2,475.89
139	1,802.46	1,892.59	1,987.22	2,086.58	2,190.90	2,300.45	2,415.47	2,536.25
140	1,847.54	1,939.92	2,036.92	2,138.76	2,245.70	2,357.99	2,475.89	2,599.68
141	1,892.59	1,987.22	2,086.58	2,190.91	2,300.46	2,415.48	2,536.25	2,663.06
142	1,939.93	2,036.93	2,138.78	2,245.71	2,358.00	2,475.90	2,599.69	2,729.68
143	1,987.22	2,086.58	2,190.90	2,300.45	2,415.47	2,536.25	2,663.06	2,796.21
144	2,036.93	2,138.78	2,245.72	2,358.00	2,475.90	2,599.70	2,729.68	2,866.17
145	2,086.58	2,190.90	2,300.45	2,415.47	2,536.25	2,663.06	2,796.21	2,936.02
146	2,138.77	2,245.71	2,358.00	2,475.90	2,599.69	2,729.68	2,866.16	3,009.47
147	2,190.91	2,300.45	2,415.47	2,536.25	2,663.06	2,796.21	2,936.02	3,082.82
148	2,245.71	2,357.99	2,475.89	2,599.69	2,729.67	2,866.16	3,009.46	3,159.94
149	2,300.45	2,415.48	2,536.25	2,663.06	2,796.22	2,936.03	3,082.83	3,236.97
150	2,358.00	2,475.90	2,599.70	2,729.68	2,866.17	3,009.47	3,159.95	3,317.94
151	2,415.48	2,536.25	2,663.07	2,796.22	2,936.03	3,082.83	3,236.97	3,398.82
152	2,475.89	2,599.69	2,729.67	2,866.15	3,009.46	3,159.93	3,317.93	3,483.83
153	2,536.25	2,663.07	2,796.22	2,936.03	3,082.83	3,236.98	3,398.82	3,568.77
154	2,599.69	2,729.67	2,866.16	3,009.47	3,159.94	3,317.94	3,483.83	3,658.02
155	2,663.06	2,796.22	2,936.03	3,082.83	3,236.97	3,398.82	3,568.76	3,747.20
156	2,729.67	2,866.16	3,009.46	3,159.94	3,317.94	3,483.83	3,658.02	3,840.92
157	2,796.21	2,936.02	3,082.82	3,236.97	3,398.81	3,568.75	3,747.19	3,934.55
158	2,866.16	3,009.47	3,159.95	3,317.94	3,483.84	3,658.03	3,840.93	4,032.98
159	2,936.02	3,082.82	3,236.96	3,398.81	3,568.75	3,747.19	3,934.55	4,131.27
160	3,009.47	3,159.94	3,317.94	3,483.84	3,658.03	3,840.93	4,032.98	4,234.63
161	3,082.82	3,236.96	3,398.80	3,568.74	3,747.18	3,934.54	4,131.27	4,337.83
162	3,159.94	3,317.94	3,483.83	3,658.03	3,840.93	4,032.97	4,234.62	4,446.35
163	3,236.96	3,398.80	3,568.74	3,747.18	3,934.54	4,131.27	4,337.83	4,554.72
164	3,317.94	3,483.84	3,658.03	3,840.93	4,032.98	4,234.63	4,446.36	4,668.67
165	3,398.80	3,568.74	3,747.18	3,934.54	4,131.27	4,337.83	4,554.72	4,782.46
166	3,483.84	3,658.03	3,840.93	4,032.98	4,234.63	4,446.36	4,668.68	4,902.11
167	3,568.74	3,747.18	3,934.54	4,131.26	4,337.83	4,554.72	4,782.45	5,021.58
168	3,658.03	3,840.93	4,032.97	4,234.62	4,446.35	4,668.67	4,902.10	5,147.21
169	3,747.18	3,934.54	4,131.26	4,337.83	4,554.72	4,782.45	5,021.57	5,272.65
170	3,840.93	4,032.97	4,234.62	4,446.35	4,668.67	4,902.11	5,147.21	5,404.57
171	3,934.54	4,131.27	4,337.83	4,554.72	4,782.46	5,021.58	5,272.66	5,536.29
172	4,032.98	4,234.63	4,446.36	4,668.68	4,902.11	5,147.21	5,404.57	5,674.80
173	4,131.26	4,337.83	4,554.72	4,782.45	5,021.58	5,272.65	5,536.29	5,813.10
174	4,234.63	4,446.36	4,668.68	4,902.11	5,147.22	5,404.58	5,674.81	5,958.55
175	4,337.82	4,554.71	4,782.45	5,021.57	5,272.65	5,536.28	5,813.09	6,103.75
176	4,446.35	4,668.67	4,902.10	5,147.21	5,404.57	5,674.80	5,958.54	6,258.47
177	4,554.71	4,782.44	5,021.57	5,272.65	5,536.28	5,813.09	6,103.75	6,408.93
178	4,668.68	4,902.11	5,147.22	5,404.58	5,674.81	5,958.55	6,258.48	6,569.30
179	4,782.45	5,021.57	5,272.65	5,536.28	5,813.09	6,103.75	6,408.94	6,729.38
180	4,902.10	5,147.21	5,404.57	5,674.80	5,958.54	6,258.46	6,569.29	6,897.75
181	5,021.57	5,272.65	5,536.28	5,813.09	6,103.75	6,408.93	6,729.38	7,065.85
182	5,147.20	5,404.56	5,674.79	5,958.53	6,258.46	6,569.28	6,897.75	7,242.63
183	5,272.65	5,536.28	5,813.09	6,103.75	6,408.93	6,729.38	7,065.85	7,419.14
184	5,404.56	5,674.79	5,958.53	6,258.46	6,569.28	6,897.74	7,242.63	7,604.76
185	5,536.27	5,813.09	6,103.74	6,408.93	6,729.38	7,065.85	7,419.14	7,790.09
186	5,674.79	5,958.53	6,258.46	6,569.28	6,897.75	7,242.64	7,604.77	7,985.01
187	5,813.09	6,103.75	6,408.93	6,729.38	7,065.85	7,419.14	7,790.10	8,179.60
188	5,958.53	6,258.46	6,569.28	6,897.75	7,242.63	7,604.77	7,985.00	8,384.25
189	6,103.74	6,408.93	6,729.38	7,065.85	7,419.14	7,790.10	8,179.60	8,589.58
190	6,258.46	6,569.28	6,897.74	7,242.63	7,604.76	7,985.00	8,384.25	8,803.46
191	6,408.93	6,729.38	7,065.85	7,419.14	7,790.09	8,179.60	8,589.58	9,018.01
192	6,569.29	6,897.75	7,242.64	7,604.77	7,985.01	8,384.26	8,803.47	9,243.64
193	6,729.38	7,065.85	7,419.14	7,790.10	8,179.60	8,589.58	9,018.01	9,468.91
194	6,897.75	7,242.63	7,604.77	7,985.00	8,384.25	8,803.47	9,243.64	9,705.82
195	7,065.85	7,419.15	7,790.10	8,179.61	8,589.59	9,018.02	9,468.92	9,942.37
196	7,242.64	7,604.77	7,985.01	8,384.26	8,803.47	9,243.64	9,705.82	10,191.11
197	7,419.15	7,790.11	8,179.61	8,589.59	9,018.02	9,468.92	9,942.37	10,439.49
198	7,604.76	7,985.00	8,384.25	8,803.46	9,243.64	9,705.82	10,191.11	10,700.66
199	7,790.11	8,179.61	8,589.59	9,018.02	9,468.92	9,942.37	10,439.49	10,961.46
200	7,985.00	8,384.25	8,803.46	9,243.63	9,705.81	10,191.10	10,700.66	11,235.59



CITY OF SUSANVILLE

Residency Policy for Employees with Emergency/Urgent Response Duties

Adopted _____, Last Updated _____

1. Introduction

This policy establishes a requirement for all employees in the below-mentioned job categories to reside within a reasonable proximity to their place of employment to allow them to respond within the timeframes set forth below. This policy applies to employees in the below-mentioned job categories hired by the City of Susanville after this policy takes effect and to current employees of the City of Susanville in the below-mentioned job categories if the current employee changes his or her residence after this policy takes effect.

The job categories for which this policy applies are:

- A. All sworn officers working for the City of Susanville Police Department. This includes but is not limited to: full-time sworn officers (including supervisors), part-time sworn officers and reserve officers.
- B. All City of Susanville Fire Department personnel (including supervisors).
- C. All City of Susanville Public Works personnel (including supervisors).

2. Requirements

The following requirements apply to each employee hired after January 1, 2018 by the City of Susanville in the above-mentioned job categories.

- A. For purposes of this policy, RESIDENCE means the house or other fixed abode where the employee lives full time, the address of which the employee must have on file with the City.
- B. The RESIDENCE of the employee must be within a 35-minute drive of the department office applicable to the employee's employment with the City. For example, public works employees' department office will be the public works department office.
- C. The drive time of the employee will be determined by entering the address of the employee residence and the location of his or her respective department office in the City of Susanville into an internet based mapping system selected at the sole discretion of the City, such as Google Maps assuming fair-whether driving conditions. A copy of the printout of the mapping system showing drive time from the department office to the residence will be kept by the City.
- D. When instructed by his or her employer or supervisor, each employee must respond to an emergency or urgent situation connected to his or her employment with the City of

Susanville. An exception to this requirement is when the employee is on a previously authorized vacation or other approved leave, or has traveled outside of a 100-mile radius of the department office applicable to that City employee.

- E. Employees will be compensated as currently outlined in their respective Memorandum of Understanding and Employee Handbook and will not be eligible for any additional compensation as a result of these requirements.

3. Purpose

The above-mentioned job categories include critical job functions that require the employees who perform the jobs to respond to emergency or urgent situations connected to their employment with the City of Susanville. From time to time, emergency or urgent situations arise and additional employees must be called to assist with the urgent or emergency situation. The City of Susanville is located in the high desert and weather conditions such as rain, snow, ice and wind cause road closures, making it difficult for employees to report to their place of employment at various times throughout the year if the location of the employee's RESIDENCE requires too much time to arrive at the worksite. Varied road types including but not limited to mountain passes, unmaintained dirt roads and steep windy roads surrounding the City of Susanville make it necessary for the proximity of the employee to his or her place of employment or the city limits to be measured in drive time and not miles. To protect the health, safety and welfare of the people and property within the City of Susanville during emergencies or urgent situations, employees with the above-mentioned job descriptions must be able to respond to an emergency or urgent situation within a reasonable time. Requiring future employees or current employees who change their residence after this policy takes effect to live within a 35-minute drive of his or her place of employment best serves the legitimate interests of the City.

4. Violation of Policy

Violation of this policy will result in a notice to cure the violation within 30 days. Failure to cure the violation within 30 days will result in termination of employment within 14 days of the deadline to cure the violation.

5. Administrative Exception/Override

In the event an employee can prove a hardship due to this requirement, the City Administrator shall have the authority to waive this residency requirement. The employee shall provide, in writing, a statement regarding the hardship, including evidence supporting said hardship, for the Administrator's review and consideration. The Administrator will have 15 days to determine whether or not a hardship exists and will notify the employee, in writing, of his/her response.

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RESOLUTION NO. 18-5573
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND AUTHORIZING MAYOR TO EXECUTE MEMORANDUM OF
UNDERSTANDING WITH THE ADMINISTRATIVE BARGAINING UNIT FOR FISCAL
YEAR 2018/2019 AND 2019/2020

WHEREAS, the City of Susanville and representatives from the Administrative bargaining unit have negotiated a labor agreement according to the requirements of the Meyers-Miliias-Brown Act; and

WHEREAS, the Bargaining Unit has ratified the respective agreement; and

WHEREAS, the agreement has been negotiated within the parameters established by City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Susanville that the Memorandum of Understanding with the Administrative bargaining unit for the period of July 1, 2018 through June 30, 2020 is hereby approved.

APPROVED: Kevin Stafford
Kevin Stafford, Mayor

ATTEST: Gwenna MacDonald
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 18-5573 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 19th day of September, 2018 by the following vote:

AYES: Wilson, Franco, Moore, Schuster and Stafford
NOES: None
ABSENT: None
ABSTAINING: None

Gwenna MacDonald
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: Jessica Ryan
Jessica Ryan, City Attorney