

DUPLICATE
ORIGINAL

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR THE
CITY OF SUSANVILLE
AND
THE OPERATING ENGINEERS LOCAL UNION NO. 3
MISCELLANEOUS EMPLOYEES

July 1, 2018 through and including June 30, 2020

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1 **INTRODUCTION**

The representatives of the City of Susanville, hereinafter called the CITY, and the representatives of the Miscellaneous Employees Unit, hereinafter called the UNIT, having met and conferred in good faith, have mutually agreed to the following Memorandum of Understanding (MOU).

The purpose of the MOU 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 employees pursuant to the purpose and intent of California Government Code §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**

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

- 1 Direct employees in the performance of their duties;
- 2 Hire, promote, transfer, assign and discipline employees;
- 3 Dismiss employees because of lack of work, or in accordance with personnel rules and regulations;
- 4 Determine the mission of its division 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; and
- 5 Take whatever action may be appropriate to carry out its mission in situations of emergency.

B 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.

- C This section will not operate to deny any employee rights guaranteed by applicable law, including the Meyers-Milias-Brown Act.

4 **NON-DISCRIMINATION**

The CITY and UNIT agree not to discriminate against any employees in accordance with applicable laws. 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**

A Acknowledgment: The CITY agrees to acknowledge the Operating Engineers Local Union No. 3 as the only recognized employee organization representing the non-management employees itemized in Exhibit A of this MOU.

B Payroll Deduction/Dues: For those UNIT full-time, regular employees itemized in Exhibit A, the CITY will deduct from their wages the regular monthly dues. Such dues shall be deducted and transmitted to the Union upon voluntary, revocable, written authorization of the UNIT employees in a manner complying with legal requirements. Written authorization forms will be provided by the CITY unless submitted by the Union. The Union agrees to hold harmless and indemnify the CITY for any liability the CITY should incur from any mistakes, negligence or intentional wrong sustained as a result of this service; provided, however, that the proper amount as specified by the Union has been deducted and paid over.

6 **UNIT DESCRIPTION**

This unit shall consist of all full-time, regular or probationary employees of the CITY and departments listed in Exhibit A of this MOU.

7 **SALARY SCALE, MERIT STEP, CAREER DEVELOPMENT and PAY PERIOD**

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

B Salaries:
For the period from July 1, 2018 through June 30, 2019 salaries shall be increased by 1% as shown in Exhibit B of the City of Susanville Global Range and Step Matrix.

For the period from July 1, 2019 through June 30, 2020 salaries shall be increased by 1% as shown on Exhibit C of the City of Susanville Global Range and Step Matrix.

C Longevity:

When an employee has been at Step E for two years, he/she may, according to merit, be moved to Step F where Step F 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. Merit increases will not be automatic and will be based upon merit as evidenced by a performance evaluation. Merit increases will be limited to one per fiscal year. Longevity begins after an employee has been at Step E for two years and goes to Step F for two years, and is then eligible to move to Step G. Longevity ends at Step G.

D Educational Incentive Program:

An educational incentive program is established as of July 1, 2018. Incentive pay will be provided to employees in this bargaining unit who possess a degree in a field related to their position as indicated below. Only one incentive increase will be provided per employee.

- 1 Associate of Arts/Associate of Science – 2.5% increase to base salary
- 2 Bachelor of Arts/Bachelor of Science – 5% increase to base salary

E Out of Class Pay:

The CITY agrees to pay members of this bargaining unit who are assigned to work out of class, as defined in this section, an additional 2.5% above their current base hourly wage. An employee who works out of class shall be retroactively paid the 2.5% from the out of class start date and continue to be paid at the higher rate until they are no longer working out of class.

Out of Class Definition:

- 1 An employee is working “Out of Class” when he/she spends a majority (i.e. more than fifty percent [50%]) of his/her time over in excess of thirty (30) consecutive calendar days performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment.
- 2 Duties that are appropriately assigned to incumbents in the employee’s current classification are not out of class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the employee’s job description. Training and Development assignments are not out-of-class.
- 3 For purposes of this section, a classification is at a “higher level” if the maximum salary of the highest salary range is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.
- 4 When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose

position is properly assigned to a higher classification, the employee shall be considered to be working out of class.

- F SDI:
The CITY will pay the State Disability Insurance (SDI) for the employees of this UNIT.

8 IRS SECTION 125 PLAN, DEFERRED COMPENSATION

- A The CITY agrees to establish an IRS Section 125 Plan for employees' use.
- B The CITY will contribute \$25 per pay period as a contribution to an employee's Section 125 plan; or
- C The CITY will match on a dollar-for-dollar basis contributions to a deferred compensation plan with a maximum contribution of \$25 per pay period.

9 CONTINUING EDUCATION

The CITY will reimburse employees for the cost of books and tuition for job-related training that has received approval of the City Administrator prior to enrollment. Reimbursement shall be made upon successful completion of course. Required training that takes place after work hours will be paid at 1.5 times the base rate. Attendance at optional training or college classes will not qualify for overtime pay.

10 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 share (currently 8%) 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.

11 WORK SCHEDULE

- A Work Period:
The work period for this UNIT shall begin at midnight Saturday and end at midnight the following Friday. Employees shall be normally scheduled for two consecutive days off.
- B Work Week:
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,

snow removal, budgetary reasons or in order to accommodate temporary schedule adjustments.

Normally the work week for Miscellaneous employees shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. with a 60-minute lunch break. The needs of the CITY will be paramount when making assignments under the 40-hour work week.

The CITY may assign employees to an alternate work schedule, a 9-80, 4-10 or other work week with the concurrence of the affected employees, subject to the provisions of Section 3.

12 HOLIDAYS

- A The holidays listed in the Employee Manual will be recognized as eight-hour holidays during the existence of this MOU.
- B Regular employees required to work on any of the designated holidays shall be entitled to be paid overtime or receive compensatory time off for such work at a rate of 1.5 times regular salary level, in addition to receiving holiday pay

13 UNIFORM ALLOWANCE

During the term of this MOU, the CITY shall provide the Police clerk(s), Fire Department secretary/administrative assistant and Community Services Officer in this UNIT with an annual uniform allowance of \$650. New hires shall receive a uniform allowance of \$700 for the first year only. Such uniform allowance shall be paid at time of hiring.

14 OVERTIME

- A The City agrees that all hours worked in excess of forty (40) hours per week, or normal assigned shift hours (8 or 9) hours per day, including vacation time and sick leave time, or hours worked on a holiday designated in the employee manual, will be counted as hours worked, and 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 14.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 200 hours of compensatory time off. Employees with more than 200 hours at the time of this change shall be allowed to keep those hours in their time bank until they fall below 200 hours at which time they could not bank hours over 200-hour limit. Employee may request a monetary compensation payment of up to forty (40) hours twice a year for a total of eighty (80) hours per fiscal year to be issued by separate check. Such check(s) may only be issued within the months of December and June with a minimum increment of ten (10) hours compensatory time accrued.
- F An employee who is called in to work (non-scheduled overtime) 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 If an employee is required to work at one or more of the following City special events (Easter, Fishing Derby, Junior Rodeo, Rodeo, Quarter Horse Show, Christmas Tree Lighting or Main Street Cruise), employee shall receive two times their regular salary rate for the hours worked.

15 HEALTH, DENTAL, 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 \$30 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 \$952 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 Health insurance will be made available to retirees with no minimum vesting, if allowed under the current plan. Retirees will be eligible to purchase health insurance under the above-mentioned plan with no vesting requirement if allowed by the plan. A credit of 50 percent of accumulated sick leave at time of retirement,

capped at \$15,000, will be paid out per month toward 50 percent of the premium. This amount is subject to CalPERS regulations.

16 GROUP LIFE INSURANCE

- A The CITY will provide \$25,000 of group life insurance for each employee at no cost to the employee.

17 EMPLOYEE SICK LEAVE

- A Employees within this UNIT will receive 3.69 hours of sick leave or accident allowance for each full pay period of employment, up to a total of 96 hours per calendar year.
- B Benefits shall be payable commencing the first day of absence due to the employee's sickness or accident.
- C Sick leave benefits and the use thereof are outlined in the Employee Manual.
- D Under the Public Employees' Retirement System, credit for unused sick leave (Government Code ' 20965) shall be a benefit provided to each employee of this UNIT upon retirement and in accordance with the rules and regulations of CalPERS.

18 MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of state 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.

19 JURY DUTY

While serving on jury duty, employees will still be paid by the CITY on the basis of a 40-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.

20 VACATION LEAVE

Employees shall accrue vacation at the following rate:

0-1 years	3.69 hrs per pay period
1-5 years	4.62 hrs per pay period
5-10 years	5.23 hrs per pay period
10-15 years	6.15 hrs per pay period
15-20 years	7.69 hrs per pay period
20+ years	9.23 hrs per pay period

21 FAMILY ILLNESS LEAVE

Family illness leave, family leave and extended medical leave benefits are outlined in the Employee Manual.

22 BEREAVEMENT LEAVE

Up to five days of paid bereavement leave will be provided to eligible employees as outlined in the Employee Manual.

23 LAYOFF POLICY

Purpose:

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, the layoff procedure shall protect the right of the CITY to retain the most qualified employees, while also recognizing the relative seniority of affected employees. The following layoff policy is adopted to accomplish this purpose:

- A The CITY shall have the sole right to determine which class or classes shall be subject to layoff.
- B The order of layoff of employees within a class, or classes, subject to layoff shall be:
 - 1 Provisional or temporary employees
 - 2 Part-time employees
 - 3 Probationary employees
 - 4 Full-time, regular employees

Within each of the first three categories, the order of layoff shall be at the discretion of the appointing authority. Order of layoff of regular, full-time employees shall be according to the following procedure established in this Section.

In the case of layoffs for full-time, regular employees, the following factors shall be considered in the following order:

- 1 Knowledge, training, ability, skill, adaptability, attitude and efficiency.
- 2 Physical fitness required for the job.

3 Seniority.

C Seniority Determination:

Seniority will be established by department and within a class. Among employees with equal seniority, the order of layoff shall be determined by the appointing authority.

Procedure:

Each department is considered separately when layoff occurs. Employees shall first exhaust demotion rights within a department and class in which the employee had prior regular status provided the demotee has higher seniority than an employee working in that classification. Employees demoting to a lower classification in which they held prior full-time, regular status shall be subject to Factors 1 and 2 in Section 24.B above.

D Re-employment:

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 the service.

24 PAST PRACTICES

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

The CITY and 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.

25 GRIEVANCE/DISCIPLINE PROCEDURES

The CITY has revised and updated the Grievance and Discipline Procedures with review and input from this UNIT.

26 RESIDENCY POLICY

The CITY and Unit agree that the Residency Policy is applicable to all Unit Members hired after January 1, 2018, as shown in Exhibit "D". Google Maps will be used as the mapping system to determine drive time for employee to their department.

27 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 representatives of the CITY and the UNIT. Any such changes, validly made, shall become a part of this MOU and subject to its terms.

C The waiver of any breach or condition of this MOU, by either party, shall not constitute a precedent in the future enforcement of all terms and conditions herein.

28 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.

29 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 agreement is rendered, unless a specific provision provides for a different commencement and/or termination date.

Dated this 17th day of October, 2018.

30 AUTHORIZED SIGNATURES

CITY OF SUSANVILLE


Kevin Stafford, Mayor


Dan Newton, Interim City Administrator

OPERATING ENGINEERS LOCAL NO. 3,
MISCELLANEOUS UNIT


Russ Burns, Business Manager


Dan Reding, President

ATTEST:


Gwenna MacDonald, City Clerk


Jim Sullivan, Rec/Corr Secretary

APPROVED AS TO FORM:


Jessica Ryan, City Attorney


Art Froli, Business Representative


Tim Neep, Director of Public Employees


Kristin Shepard, Employee Representative

**EXHIBIT A
MISCELLANEOUS UNIT
Position Schedule/Salary Ranges
July 1, 2018 through June 30, 2020**

<u>POSITION</u>	<u>RANGE</u>
Account Technician Administrative Staff Assistant	124-126
Community Services Officer	132-134
Accounting Technician I	133-135
Administrative Specialist	134-136
Administrative Assistant	138-140
Accounting Technician II	142-144

B

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX
2018-2019 MISCELLANEOUS MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	676.45	710.28	745.79	783.09	822.24	863.35	906.51
102	693.36	728.04	764.44	802.66	842.80	884.93	927.84
103	710.28	745.79	783.09	822.24	863.35	906.51	951.84
104	728.04	764.44	802.66	842.80	884.93	927.84	975.63
105	745.79	783.09	822.24	863.35	906.51	951.84	999.42
106	764.44	802.66	842.80	884.93	927.84	975.63	1,024.41
107	783.09	822.24	863.35	906.51	951.84	999.42	1,049.39
108	802.66	842.80	884.93	927.84	975.63	1,024.41	1,075.62
109	822.24	863.35	906.51	951.84	999.42	1,049.39	1,101.85
110	842.80	884.93	927.84	975.63	1,024.41	1,075.62	1,129.39
111	863.35	906.51	951.84	999.42	1,049.39	1,101.85	1,156.94
112	884.93	927.84	975.63	1,024.41	1,075.62	1,129.39	1,185.87
113	906.51	951.84	999.42	1,049.39	1,101.85	1,156.94	1,214.79
114	929.17	975.63	1,024.41	1,075.62	1,129.39	1,185.87	1,245.17
115	951.84	999.42	1,049.39	1,101.85	1,156.94	1,214.79	1,275.55
116	975.63	1,024.41	1,075.62	1,129.39	1,185.87	1,245.17	1,307.45
117	999.42	1,049.39	1,101.85	1,156.94	1,214.79	1,275.55	1,339.33
118	1,024.41	1,075.62	1,129.39	1,185.87	1,245.17	1,307.45	1,372.82
119	1,049.39	1,101.85	1,156.94	1,214.79	1,275.55	1,339.33	1,406.30
120	1,075.62	1,129.39	1,185.87	1,245.17	1,307.45	1,372.82	1,441.47
121	1,101.85	1,156.94	1,214.79	1,275.55	1,339.33	1,406.30	1,476.61
122	1,129.39	1,185.87	1,245.17	1,307.45	1,372.82	1,441.47	1,513.53
123	1,156.94	1,214.79	1,275.55	1,339.33	1,406.30	1,476.61	1,550.44
124	1,185.87	1,245.17	1,307.45	1,372.82	1,441.47	1,513.53	1,589.20
125	1,214.79	1,275.55	1,339.33	1,406.30	1,476.61	1,550.44	1,627.97
126	1,245.17	1,307.45	1,372.82	1,441.47	1,513.53	1,589.20	1,668.67
127	1,275.55	1,339.33	1,406.30	1,476.61	1,550.44	1,627.97	1,709.36
128	1,307.45	1,372.82	1,441.47	1,513.53	1,589.20	1,668.67	1,752.10
129	1,339.33	1,406.30	1,476.61	1,550.44	1,627.97	1,709.36	1,794.83
130	1,372.82	1,441.47	1,513.53	1,589.20	1,668.67	1,752.10	1,839.71
131	1,406.30	1,476.61	1,550.44	1,627.97	1,709.36	1,794.83	1,884.57
132	1,441.47	1,513.53	1,589.20	1,668.67	1,752.10	1,839.71	1,931.69
133	1,476.61	1,550.44	1,627.97	1,709.36	1,794.83	1,884.57	1,978.81
134	1,513.53	1,589.20	1,668.67	1,752.10	1,839.71	1,931.69	2,028.28
135	1,550.44	1,627.97	1,709.36	1,794.83	1,884.57	1,978.81	2,077.75
136	1,589.20	1,668.67	1,752.10	1,839.71	1,931.69	2,028.28	2,129.70
137	1,627.97	1,709.36	1,794.83	1,884.57	1,978.81	2,077.75	2,181.64
138	1,668.67	1,752.10	1,839.71	1,931.69	2,028.28	2,129.70	2,236.19
139	1,709.36	1,794.83	1,884.57	1,978.81	2,077.75	2,181.64	2,290.72
140	1,752.10	1,839.71	1,931.69	2,028.28	2,129.70	2,236.19	2,348.00
141	1,794.83	1,884.57	1,978.81	2,077.75	2,181.64	2,290.72	2,405.26
142	1,839.71	1,931.69	2,028.28	2,129.70	2,236.19	2,348.00	2,465.40
143	1,884.57	1,978.81	2,077.75	2,181.64	2,290.72	2,405.26	2,525.53
144	1,931.69	2,028.28	2,129.70	2,236.19	2,348.00	2,465.40	2,588.67
145	1,978.81	2,077.75	2,181.64	2,290.72	2,405.26	2,525.53	2,651.80
146	2,028.28	2,129.70	2,236.19	2,348.00	2,465.40	2,588.67	2,718.10
147	2,077.75	2,181.64	2,290.72	2,405.26	2,525.53	2,651.80	2,784.39
148	2,129.70	2,236.19	2,348.00	2,465.40	2,588.67	2,718.10	2,854.00
149	2,181.64	2,290.72	2,405.26	2,525.53	2,651.80	2,784.39	2,923.61
150	2,236.19	2,348.00	2,465.40	2,588.67	2,718.10	2,854.00	2,996.69
151	2,290.72	2,405.26	2,525.53	2,651.80	2,784.39	2,923.61	3,069.78
152	2,348.00	2,465.40	2,588.67	2,718.10	2,854.00	2,996.69	3,146.53
153	2,405.26	2,525.53	2,651.80	2,784.39	2,923.61	3,069.78	3,223.27
154	2,465.40	2,588.67	2,718.10	2,854.00	2,996.69	3,146.53	3,303.86
155	2,525.53	2,651.80	2,784.39	2,923.61	3,069.78	3,223.27	3,384.44
156	2,588.67	2,718.10	2,854.00	2,996.69	3,146.53	3,303.86	3,469.05
157	2,651.80	2,784.39	2,923.61	3,069.78	3,223.27	3,384.44	3,553.65
158	2,718.10	2,854.00	2,996.69	3,146.53	3,303.86	3,469.05	3,642.50
159	2,784.39	2,923.61	3,069.78	3,223.27	3,384.44	3,553.65	3,731.34
160	2,854.00	2,996.69	3,146.53	3,303.86	3,469.05	3,642.50	3,824.62
161	2,923.61	3,069.78	3,223.27	3,384.44	3,553.65	3,731.34	3,917.91
162	2,996.69	3,146.53	3,303.86	3,469.05	3,642.50	3,824.62	4,015.86
163	3,069.78	3,223.27	3,384.44	3,553.65	3,731.34	3,917.91	4,113.81
164	3,146.53	3,303.86	3,469.05	3,642.50	3,824.62	4,015.86	4,216.66
165	3,223.27	3,384.44	3,553.65	3,731.34	3,917.91	4,113.81	4,319.51
166	3,303.86	3,469.05	3,642.50	3,824.62	4,015.86	4,216.66	4,427.49
167	3,384.44	3,553.65	3,731.34	3,917.91	4,113.81	4,319.51	4,535.48
168	3,469.05	3,642.50	3,824.62	4,015.86	4,216.66	4,427.49	4,648.86
169	3,553.65	3,731.34	3,917.91	4,113.81	4,319.51	4,535.48	4,762.24
170	3,642.50	3,824.62	4,015.86	4,216.66	4,427.49	4,648.86	4,881.29
171	3,731.34	3,917.91	4,113.81	4,319.51	4,535.48	4,762.24	5,000.35
172	3,824.62	4,015.86	4,216.66	4,427.49	4,648.86	4,881.29	5,125.36
173	3,917.91	4,113.81	4,319.51	4,535.48	4,762.24	5,000.35	5,250.37
174	4,015.86	4,216.66	4,427.49	4,648.86	4,881.29	5,125.36	5,381.63
175	4,113.81	4,319.51	4,535.48	4,762.24	5,000.35	5,250.37	5,512.88
176	4,216.66	4,427.49	4,648.86	4,881.29	5,125.36	5,381.63	5,650.71
177	4,319.51	4,535.48	4,762.24	5,000.35	5,250.37	5,512.88	5,788.53
178	4,427.49	4,648.86	4,881.29	5,125.36	5,381.63	5,650.71	5,933.25
179	4,535.48	4,762.24	5,000.35	5,250.37	5,512.88	5,788.53	6,077.96
180	4,648.86	4,881.29	5,125.36	5,381.63	5,650.71	5,933.25	6,229.91
181	4,762.24	5,000.35	5,250.37	5,512.88	5,788.53	6,077.96	6,381.85
182	4,881.29	5,125.36	5,381.63	5,650.71	5,933.25	6,229.91	6,541.39
183	5,000.35	5,250.37	5,512.88	5,788.53	6,077.96	6,381.85	6,699.94
184	5,125.36	5,381.63	5,650.71	5,933.25	6,229.91	6,541.39	6,868.47
185	5,250.37	5,512.88	5,788.53	6,077.96	6,381.85	6,699.94	7,036.00
186	5,381.63	5,650.71	5,933.25	6,229.91	6,541.39	6,868.47	7,211.89
187	5,512.88	5,788.53	6,077.96	6,381.85	6,699.94	7,036.00	7,387.79
188	5,650.71	5,933.25	6,229.91	6,541.39	6,868.47	7,211.89	7,572.48
189	5,788.53	6,077.96	6,381.85	6,699.94	7,036.00	7,387.79	7,757.17
190	5,933.25	6,229.91	6,541.39	6,868.47	7,211.89	7,572.48	7,951.11
191	6,077.96	6,381.85	6,699.94	7,036.00	7,387.79	7,757.17	8,145.03
192	6,229.91	6,541.39	6,868.47	7,211.89	7,572.48	7,951.11	8,348.66
193	6,381.85	6,699.94	7,036.00	7,387.79	7,757.17	8,145.03	8,552.29
194	6,541.39	6,868.47	7,211.89	7,572.48	7,951.11	8,348.66	8,766.10
195	6,700.94	7,036.00	7,387.79	7,757.17	8,145.03	8,552.29	8,979.90
196	6,868.47	7,211.89	7,572.48	7,951.11	8,348.66	8,766.10	9,204.40
197	7,036.00	7,387.79	7,757.17	8,145.03	8,552.29	8,979.90	9,428.89
198	7,211.89	7,572.48	7,951.11	8,348.66	8,766.10	9,204.40	9,664.62
199	7,387.79	7,757.17	8,145.03	8,552.29	8,979.90	9,428.89	9,900.34
200	7,572.48	7,951.11	8,348.66	8,766.10	9,204.40	9,664.62	10,147.85

CITY OF BUSANVILLE GLOBAL RANGE AND STEP MATRIX

2019-2020 MISCELLANEOUS MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	683.22	717.36	753.24	790.92	830.46	871.99	915.57
102	700.30	735.32	772.06	810.69	851.23	893.78	937.11
103	717.38	753.24	790.92	830.46	871.99	915.57	961.36
104	735.32	772.06	810.69	851.23	893.78	937.11	985.38
105	753.24	790.92	830.46	871.99	915.57	961.36	1,009.41
106	772.06	810.69	851.23	893.78	937.11	985.38	1,034.66
107	790.92	830.46	871.99	915.57	961.36	1,009.41	1,059.88
108	810.69	851.23	893.78	937.11	985.38	1,034.66	1,086.38
109	830.46	871.99	915.57	961.36	1,009.41	1,059.88	1,112.87
110	851.23	893.78	937.11	985.38	1,034.66	1,086.38	1,140.69
111	871.99	915.57	961.36	1,009.41	1,059.88	1,112.87	1,168.51
112	893.78	937.11	985.38	1,034.66	1,086.38	1,140.69	1,197.73
113	915.57	961.36	1,009.41	1,059.88	1,112.87	1,168.51	1,226.94
114	936.46	985.38	1,034.66	1,086.38	1,140.69	1,197.73	1,257.62
115	961.36	1,009.41	1,059.88	1,112.87	1,168.51	1,226.94	1,288.31
116	985.38	1,034.66	1,086.38	1,140.69	1,197.73	1,257.62	1,320.53
117	1,009.41	1,059.88	1,112.87	1,168.51	1,226.94	1,288.31	1,352.73
118	1,034.66	1,086.38	1,140.69	1,197.73	1,257.62	1,320.53	1,386.55
119	1,059.88	1,112.87	1,168.51	1,226.94	1,288.31	1,352.73	1,420.37
120	1,086.38	1,140.69	1,197.73	1,257.62	1,320.53	1,386.55	1,455.88
121	1,112.87	1,168.51	1,226.94	1,288.31	1,352.73	1,420.37	1,491.38
122	1,140.69	1,197.73	1,257.62	1,320.53	1,386.55	1,455.88	1,528.66
123	1,168.51	1,226.94	1,288.31	1,352.73	1,420.37	1,491.38	1,565.94
124	1,197.73	1,257.62	1,320.53	1,386.55	1,455.88	1,528.66	1,605.09
125	1,226.94	1,288.31	1,352.73	1,420.37	1,491.38	1,565.94	1,644.24
126	1,257.62	1,320.53	1,386.55	1,455.88	1,528.66	1,605.09	1,685.35
127	1,288.31	1,352.73	1,420.37	1,491.38	1,565.94	1,644.24	1,726.45
128	1,320.53	1,386.55	1,455.88	1,528.66	1,605.09	1,685.35	1,769.62
129	1,352.73	1,420.37	1,491.38	1,565.94	1,644.24	1,726.45	1,812.78
130	1,386.55	1,455.88	1,528.66	1,605.09	1,685.35	1,769.62	1,858.10
131	1,420.37	1,491.38	1,565.94	1,644.24	1,726.45	1,812.78	1,903.42
132	1,455.88	1,528.66	1,605.09	1,685.35	1,769.62	1,858.10	1,951.01
133	1,491.38	1,565.94	1,644.24	1,726.45	1,812.78	1,903.42	1,998.60
134	1,528.66	1,605.09	1,685.35	1,769.62	1,858.10	1,951.01	2,048.57
135	1,565.94	1,644.24	1,726.45	1,812.78	1,903.42	1,998.60	2,098.53
136	1,605.09	1,685.35	1,769.62	1,858.10	1,951.01	2,048.57	2,151.00
137	1,644.24	1,726.45	1,812.78	1,903.42	1,998.60	2,098.53	2,203.45
138	1,685.35	1,769.62	1,858.10	1,951.01	2,048.57	2,151.00	2,258.55
139	1,726.45	1,812.78	1,903.42	1,998.60	2,098.53	2,203.45	2,313.63
140	1,769.62	1,858.10	1,951.01	2,048.57	2,151.00	2,258.55	2,371.48
141	1,812.78	1,903.42	1,998.60	2,098.53	2,203.45	2,313.63	2,429.31
142	1,858.10	1,951.01	2,048.57	2,151.00	2,258.55	2,371.48	2,490.66
143	1,903.42	1,998.60	2,098.53	2,203.45	2,313.63	2,429.31	2,550.78
144	1,951.01	2,048.57	2,151.00	2,258.55	2,371.48	2,490.66	2,614.56
145	1,998.60	2,098.53	2,203.45	2,313.63	2,429.31	2,550.78	2,678.52
146	2,048.57	2,151.00	2,258.55	2,371.48	2,490.66	2,614.56	2,745.28
147	2,098.53	2,203.45	2,313.63	2,429.31	2,550.78	2,678.52	2,812.23
148	2,151.00	2,258.55	2,371.48	2,490.66	2,614.56	2,745.28	2,882.54
149	2,203.45	2,313.63	2,429.31	2,550.78	2,678.52	2,812.23	2,952.84
150	2,258.55	2,371.48	2,490.66	2,614.56	2,745.28	2,882.54	3,026.66
151	2,313.63	2,429.31	2,550.78	2,678.52	2,812.23	2,952.84	3,100.48
152	2,371.48	2,490.66	2,614.56	2,745.28	2,882.54	3,026.66	3,178.00
153	2,429.31	2,550.78	2,678.52	2,812.23	2,952.84	3,100.48	3,255.50
154	2,490.66	2,614.56	2,745.28	2,882.54	3,026.66	3,178.00	3,336.90
155	2,550.78	2,678.52	2,812.23	2,952.84	3,100.48	3,255.50	3,418.29
156	2,614.56	2,745.28	2,882.54	3,026.66	3,178.00	3,336.90	3,503.74
157	2,678.52	2,812.23	2,952.84	3,100.48	3,255.50	3,418.29	3,589.19
158	2,745.28	2,882.54	3,026.66	3,178.00	3,336.90	3,503.74	3,678.93
159	2,812.23	2,952.84	3,100.48	3,255.50	3,418.29	3,589.19	3,768.65
160	2,882.54	3,026.66	3,178.00	3,336.90	3,503.74	3,678.93	3,862.67
161	2,952.84	3,100.48	3,255.50	3,418.29	3,589.19	3,768.65	3,961.09
162	3,026.66	3,178.00	3,336.90	3,503.74	3,678.93	3,862.67	4,065.02
163	3,100.48	3,255.50	3,418.29	3,589.19	3,768.65	3,957.09	4,154.94
164	3,178.00	3,336.90	3,503.74	3,678.93	3,862.67	4,056.02	4,258.83
165	3,255.50	3,418.29	3,589.19	3,768.65	3,957.09	4,154.94	4,362.70
166	3,336.90	3,503.74	3,678.93	3,862.67	4,056.02	4,258.83	4,471.76
167	3,418.29	3,589.19	3,768.65	3,957.09	4,154.94	4,362.70	4,580.83
168	3,503.74	3,678.93	3,862.67	4,056.02	4,258.83	4,471.76	4,695.35
169	3,589.19	3,768.65	3,957.09	4,154.94	4,362.70	4,580.83	4,809.86
170	3,678.93	3,862.67	4,056.02	4,258.83	4,471.76	4,695.35	4,930.11
171	3,768.65	3,957.09	4,154.94	4,362.70	4,580.83	4,809.86	5,050.35
172	3,862.67	4,056.02	4,258.83	4,471.76	4,695.35	4,930.11	5,176.61
173	3,957.09	4,154.94	4,362.70	4,580.83	4,809.86	5,050.35	5,302.87
174	4,056.02	4,258.83	4,471.76	4,695.35	4,930.11	5,176.61	5,435.45
175	4,154.94	4,362.70	4,580.83	4,809.86	5,050.35	5,302.87	5,568.01
176	4,258.83	4,471.76	4,695.35	4,930.11	5,176.61	5,435.45	5,707.22
177	4,362.70	4,580.83	4,809.86	5,050.35	5,302.87	5,568.01	5,846.41
178	4,471.76	4,695.35	4,930.11	5,176.61	5,435.45	5,707.22	5,992.58
179	4,580.83	4,809.86	5,050.35	5,302.87	5,568.01	5,846.41	6,138.74
180	4,695.35	4,930.11	5,176.61	5,435.45	5,707.22	5,992.58	6,292.21
181	4,809.86	5,050.35	5,302.87	5,568.01	5,846.41	6,138.74	6,445.67
182	4,930.11	5,176.61	5,435.45	5,707.22	5,992.58	6,292.21	6,606.81
183	5,050.35	5,302.87	5,568.01	5,846.41	6,138.74	6,445.67	6,767.95
184	5,176.61	5,435.45	5,707.22	5,992.58	6,292.21	6,606.81	6,937.16
185	5,302.87	5,568.01	5,846.41	6,138.74	6,445.67	6,767.95	7,106.36
186	5,435.45	5,707.22	5,992.58	6,292.21	6,606.81	6,937.16	7,284.01
187	5,568.01	5,846.41	6,138.74	6,445.67	6,767.95	7,106.36	7,461.66
188	5,707.22	5,992.58	6,292.21	6,606.81	6,937.16	7,284.01	7,648.21
189	5,846.41	6,138.74	6,445.67	6,767.95	7,106.36	7,461.66	7,834.75
190	5,992.58	6,292.21	6,606.81	6,937.16	7,284.01	7,648.21	8,030.62
191	6,138.74	6,445.67	6,767.95	7,106.36	7,461.66	7,834.75	8,226.48
192	6,292.21	6,606.81	6,937.16	7,284.01	7,648.21	8,030.62	8,432.15
193	6,445.67	6,767.95	7,106.36	7,461.66	7,834.75	8,226.48	8,637.81
194	6,606.81	6,937.16	7,284.01	7,648.21	8,030.62	8,432.15	8,853.76
195	6,767.95	7,106.36	7,461.66	7,834.75	8,226.48	8,637.81	9,069.70
196	6,937.16	7,284.01	7,648.21	8,030.62	8,432.15	8,853.76	9,296.44
197	7,106.36	7,461.66	7,834.75	8,226.48	8,637.81	9,069.70	9,523.18
198	7,284.01	7,648.21	8,030.62	8,432.15	8,853.76	9,296.44	9,761.27
199	7,461.66	7,834.75	8,226.48	8,637.81	9,069.70	9,523.18	9,999.34
200	7,648.21	8,030.62	8,432.15	8,853.76	9,296.44	9,761.27	10,249.33



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. 18-5577
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND AUTHORIZING MAYOR TO EXECUTE MEMORANDUM OF
UNDERSTANDING WITH THE MISCELLANEOUS BARGAINING UNIT FOR FISCAL
YEAR 2018/2019 AND 2019/2020

WHEREAS, the City of Susanville and representatives from the Miscellaneous 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 Miscellaneous 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. 18-5577 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 17th day of October, 2018 by the following vote:

AYES: Franco, Wilson, 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