

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SUSANVILLE

AND

**THE ADMINISTRATIVE
CONFIDENTIAL UNIT**

July 1, 2011 through and including June 30, 2012

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1. **INTRODUCTION**

The CITY of Susanville, hereinafter called the CITY, and the Administrative Confidential 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**

The Administrative Confidential Employees of the CITY of Susanville shall 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.

4. **NONDISCRIMINATION**

The CITY and the Administrative Confidential 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. **POSITIONS**

The Administrative Confidential Employees shall hold the positions of Administrative Assistant/Grants Manager for the office of the City Administrator and Confidential Secretary for the offices of the City Administrator, City Clerk and City Attorney and Assistant to the Finance Director and Administrative Assistant/Police. The Administrative Assistant and Confidential Secretary report to the City Administrator and/or the City Clerk. These Employees may also be appointed as Deputy City Clerk. The Assistant to the Finance Director reports to the Finance Director. The Administrative Assistant in the Police Department shall report to the Police Chief.

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

- a. The Employees shall receive such merit steps as may be granted pursuant to the Employee Manual.
- b. The compensation listed at the position's range and step shall constitute entire compensation, except as provided within this Agreement.
- c. Administrative Confidential 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.
- d. 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.

7. **RETIREMENT**

The CITY shall continue to make contributions to the Public Employees Retirement System for Miscellaneous employees as specified by the CITY's contract with PERS. The CITY will pay both the CITY's and the Employee's share under the 3% at 60 benefit calculation.

8. **WORK SCHEDULE**

The Administrative Confidential 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. Administrative Assistant and Confidential Secretary may be called upon to take minutes for City Council, Planning Commission and Local Agency Formation Commission (LAFCo).

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
2-5	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**

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 during this the employee is hired, 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.

11. **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.

12. **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.

13. **FAMILY ILLNESS OR INJURY LEAVE**

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

14. **BEREAVEMENT LEAVE**

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

15. **LAY-OFF 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 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. 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 service.

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

- a. The City shall pay the cost of health, dental and vision insurance premium for each employee covered under this MOU up to \$850 per month under the current plan. The 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 of providing coverage to fund the benefits and may adjust the amount the City shall pay for such benefits. If the

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insurance provider is changed and the cost is less than \$850 per month, per employee, the City shall cap the amount of its contribution to an amount not less than 100% of 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.

17. **LIFE INSURANCE**

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

18. **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.

19. **FLEXIBLE BENEFIT/UNIFORM ALLOWANCE**

- a. Each member of the UNIT shall receive a \$200 per year flexible benefit in December of each year.
- b. Uniform Allowance: Administrative Confidential 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.

20. **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.

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

21. 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.

22. TERM OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall remain in effect for the period of July 1, 2011 through and including June 30, 2012, 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 _____ day of _____, 2____.

Lino P. Callegari, Mayor

Gwenna MacDonald, UNIT Representative

Peter M. Talia, Interim City Administrator

ATTEST:

Debra M. Magginetti, CMC/City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

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EXHIBIT "A"

Administrative Confidential Employees
Position Classification Schedule
July 1, 2011 through June 30, 2012

<u>Position</u>	<u>Range</u>
Assistant to the City Administrator/Finance Director	154
Assistant to the Finance Director	146
Administrative Assistant/Grants Manager	144
Administrative Assistant: Fire/Police Departments	138
Confidential Secretary	134

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX

2011-2012 CONFIDENTIAL MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	622.31	653.43	686.10	720.40	756.42	794.24	833.96
102	637.87	669.77	703.25	738.42	775.35	814.11	854.82
103	653.43	686.10	720.40	756.42	794.24	833.96	875.65
104	669.77	703.25	738.42	775.35	814.11	854.82	897.56
105	686.10	720.40	756.42	794.24	833.96	875.65	919.44
106	703.25	738.42	775.35	814.11	854.82	897.56	942.44
107	720.40	756.42	794.24	833.96	875.65	919.44	965.41
108	738.42	775.35	814.11	854.82	897.56	942.44	989.56
109	756.42	794.24	833.96	875.65	919.44	965.41	1,013.67
110	775.35	814.11	854.82	897.56	942.44	989.56	1,039.04
111	794.24	833.96	875.65	919.44	965.41	1,013.67	1,064.36
112	814.11	854.82	897.56	942.44	989.56	1,039.04	1,091.00
113	833.96	875.65	919.44	965.41	1,013.67	1,064.36	1,117.58
114	854.82	897.56	942.44	989.56	1,039.04	1,091.00	1,145.55
115	875.65	919.44	965.41	1,013.67	1,064.36	1,117.58	1,173.46
116	897.56	942.44	989.56	1,039.04	1,091.00	1,145.55	1,202.82
117	919.44	965.41	1,013.67	1,064.36	1,117.58	1,173.46	1,232.13
118	942.44	989.56	1,039.04	1,091.00	1,145.55	1,202.82	1,262.97
119	965.41	1,013.67	1,064.36	1,117.58	1,173.46	1,232.13	1,293.73
120	989.56	1,039.04	1,091.00	1,145.55	1,202.82	1,262.97	1,326.11
121	1,013.67	1,064.36	1,117.58	1,173.46	1,232.13	1,293.73	1,358.42
122	1,039.04	1,091.00	1,145.55	1,202.82	1,262.97	1,326.11	1,392.42
123	1,064.36	1,117.58	1,173.46	1,232.13	1,293.73	1,358.42	1,426.33
124	1,091.00	1,145.55	1,202.82	1,262.97	1,326.11	1,392.42	1,462.01
125	1,117.58	1,173.46	1,232.13	1,293.73	1,358.42	1,426.33	1,497.65
126	1,145.55	1,202.82	1,262.97	1,326.11	1,392.42	1,462.01	1,535.11
127	1,173.46	1,232.13	1,293.73	1,358.42	1,426.33	1,497.65	1,572.53
128	1,202.82	1,262.97	1,326.11	1,392.42	1,462.01	1,535.11	1,611.86
129	1,232.13	1,293.73	1,358.42	1,426.33	1,497.65	1,572.53	1,651.16
130	1,262.97	1,326.11	1,392.42	1,462.01	1,535.11	1,611.86	1,692.47
131	1,293.73	1,358.42	1,426.33	1,497.65	1,572.53	1,651.16	1,733.72
132	1,326.11	1,392.42	1,462.01	1,535.11	1,611.86	1,692.47	1,777.09
133	1,358.42	1,426.33	1,497.65	1,572.53	1,651.16	1,733.72	1,820.40
134	1,392.42	1,462.01	1,535.11	1,611.86	1,692.47	1,777.09	1,865.94
135	1,426.33	1,497.65	1,572.53	1,651.16	1,733.72	1,820.40	1,911.42
136	1,462.01	1,535.11	1,611.86	1,692.47	1,777.09	1,865.94	1,959.24
137	1,497.65	1,572.53	1,651.16	1,733.72	1,820.40	1,911.42	2,007.00
138	1,535.11	1,611.86	1,692.47	1,777.09	1,865.94	1,959.24	2,057.20
139	1,572.53	1,651.16	1,733.72	1,820.40	1,911.42	2,007.00	2,107.35
140	1,611.86	1,692.47	1,777.09	1,865.94	1,959.24	2,057.20	2,160.05
141	1,651.16	1,733.72	1,820.40	1,911.42	2,007.00	2,107.35	2,212.72
142	1,692.47	1,777.09	1,865.94	1,959.24	2,057.20	2,160.05	2,268.06
143	1,733.72	1,820.40	1,911.42	2,007.00	2,107.35	2,212.72	2,323.35
144	1,777.09	1,865.94	1,959.24	2,057.20	2,160.05	2,268.06	2,381.46
145	1,820.40	1,911.42	2,007.00	2,107.35	2,212.72	2,323.35	2,439.51
146	1,865.94	1,959.24	2,057.20	2,160.05	2,268.06	2,381.46	2,500.54
147	1,911.42	2,007.00	2,107.35	2,212.72	2,323.35	2,439.51	2,561.49
148	1,959.24	2,057.20	2,160.05	2,268.06	2,381.46	2,500.54	2,625.57
149	2,007.00	2,107.35	2,212.72	2,323.35	2,439.51	2,561.49	2,689.56
150	2,057.20	2,160.05	2,268.06	2,381.46	2,500.54	2,625.57	2,756.84
151	2,107.35	2,212.72	2,323.35	2,439.51	2,561.49	2,689.56	2,824.03
152	2,160.05	2,268.06	2,381.46	2,500.54	2,625.57	2,756.84	2,894.69
153	2,212.72	2,323.35	2,439.51	2,561.49	2,689.56	2,824.03	2,965.24
154	2,268.06	2,381.46	2,500.54	2,625.57	2,756.84	2,894.69	3,039.43
155	2,323.35	2,439.51	2,561.49	2,689.56	2,824.03	2,965.24	3,113.49
156	2,381.46	2,500.54	2,625.57	2,756.84	2,894.69	3,039.43	3,191.39
157	2,439.51	2,561.49	2,689.56	2,824.03	2,965.24	3,113.49	3,269.17
158	2,500.54	2,625.57	2,756.84	2,894.69	3,039.43	3,191.39	3,350.96
159	2,561.49	2,689.56	2,824.03	2,965.24	3,113.49	3,269.17	3,432.63
160	2,625.57	2,756.84	2,894.69	3,039.43	3,191.39	3,350.96	3,518.51
161	2,689.56	2,824.03	2,965.24	3,113.49	3,269.17	3,432.63	3,604.26
162	2,756.84	2,894.69	3,039.43	3,191.39	3,350.96	3,518.51	3,694.44
163	2,824.03	2,965.24	3,113.49	3,269.17	3,432.63	3,604.26	3,784.47
164	2,894.69	3,039.43	3,191.39	3,350.96	3,518.51	3,694.44	3,879.16
165	2,965.24	3,113.49	3,269.17	3,432.63	3,604.26	3,784.47	3,973.69
166	3,039.43	3,191.39	3,350.96	3,518.51	3,694.44	3,879.16	4,073.12
167	3,113.49	3,269.17	3,432.63	3,604.26	3,784.47	3,973.69	4,172.38
168	3,191.39	3,350.96	3,518.51	3,694.44	3,879.16	4,073.12	4,276.77
169	3,269.17	3,432.63	3,604.26	3,784.47	3,973.69	4,172.38	4,380.99
170	3,350.96	3,518.51	3,694.44	3,879.16	4,073.12	4,276.77	4,490.60
171	3,432.63	3,604.26	3,784.47	3,973.69	4,172.38	4,380.99	4,600.04
172	3,518.51	3,694.44	3,879.16	4,073.12	4,276.77	4,490.60	4,715.13
173	3,604.26	3,784.47	3,973.69	4,172.38	4,380.99	4,600.04	4,830.04
174	3,694.44	3,879.16	4,073.12	4,276.77	4,490.60	4,715.13	4,950.89
175	3,784.47	3,973.69	4,172.38	4,380.99	4,600.04	4,830.04	5,071.54
176	3,879.16	4,073.12	4,276.77	4,490.60	4,715.13	4,950.89	5,198.43
177	3,973.69	4,172.38	4,380.99	4,600.04	4,830.04	5,071.54	5,325.12
178	4,073.12	4,276.77	4,490.60	4,715.13	4,950.89	5,198.43	5,458.35
179	4,172.38	4,380.99	4,600.04	4,830.04	5,071.54	5,325.12	5,591.38
180	4,276.77	4,490.60	4,715.13	4,950.89	5,198.43	5,458.35	5,731.27
181	4,380.99	4,600.04	4,830.04	5,071.54	5,325.12	5,591.38	5,870.95
182	4,490.60	4,715.13	4,950.89	5,198.43	5,458.35	5,731.27	6,017.84
183	4,600.04	4,830.04	5,071.54	5,325.12	5,591.38	5,870.95	6,164.50
184	4,715.13	4,950.89	5,198.43	5,458.35	5,731.27	6,017.84	6,318.73
185	4,830.04	5,071.54	5,325.12	5,591.38	5,870.95	6,164.50	6,472.73
186	4,950.89	5,198.43	5,458.35	5,731.27	6,017.84	6,318.73	6,634.66
187	5,071.54	5,325.12	5,591.38	5,870.95	6,164.50	6,472.73	6,796.36
188	5,198.43	5,458.35	5,731.27	6,017.84	6,318.73	6,634.66	6,966.39
189	5,325.12	5,591.38	5,870.95	6,164.50	6,472.73	6,796.36	7,136.18
190	5,458.35	5,731.27	6,017.84	6,318.73	6,634.66	6,966.39	7,314.71
191	5,591.38	5,870.95	6,164.50	6,472.73	6,796.36	7,136.18	7,492.99
192	5,731.27	6,017.84	6,318.73	6,634.66	6,966.39	7,314.71	7,680.45
193	5,870.95	6,164.50	6,472.73	6,796.36	7,136.18	7,492.99	7,867.64
194	6,017.84	6,318.73	6,634.66	6,966.39	7,314.71	7,680.45	8,064.47
195	6,164.50	6,472.73	6,796.36	7,136.18	7,492.99	7,867.64	8,261.02
196	6,318.73	6,634.66	6,966.39	7,314.71	7,680.45	8,064.47	8,467.69
197	6,472.73	6,796.36	7,136.18	7,492.99	7,867.64	8,261.02	8,674.07
198	6,634.66	6,966.39	7,314.71	7,680.45	8,064.47	8,467.69	8,891.08
199	6,796.36	7,136.18	7,492.99	7,867.64	8,261.02	8,674.07	9,107.78
200	6,966.39	7,314.71	7,680.45	8,064.47	8,467.69	8,891.08	9,335.63