

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF SUSANVILLE

AND

THE MANAGEMENT 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 Management Unit, hereinafter called the UNIT, 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 employees pursuant to the purpose and intent of California Government Code Section 3500.

2. **EMPLOYEE RIGHTS**

Employees of the City of Susanville 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 of Susanville 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. The City is in no way obligated to appoint new employees at the same salary/range as the current classifications listed in Exhibit "A."

4. **NONDISCRIMINATION**

The CITY and UNIT agree not to discriminate against any employees 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 Management employees listed in Exhibit "A."

6. **UNIT DESCRIPTION**

This UNIT shall consist of all regular and/or probationary Management employees of the CITY listed in Exhibit "A" of this MOU.

7. **SALARY SCALE, MERIT STEP, CAREER DEVELOPMENT, AND PAY PERIOD**

A. The compensation listed at the position's range and step shall constitute entire compensation, except as provided within this Agreement.

B. The FY 2011/2012 Management Global Range and Step Matrix shall be used effective July 1, 2011. The Management Unit pay scale range shall include seven steps, beginning with Step A through Step G.

C. Members of the UNIT 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 Council under Section 24 (B) of this agreement or by State or Federal Law.

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

E. **Severance or lay-off payment**: This severance payment provision in no way changes or modifies unit members' at-will status. If City terminates the employment of any unit member for any reason (including re-structuring or lay-off) other than member's misconduct, City shall pay unit member a severance payment of the equivalent of three months of unit member's then-current salary, with applicable payroll taxes withheld, and benefits. Misconduct means unit member's dishonesty, fraud, self-dealing or willful misconduct as that term is defined for purposes of California unemployment insurance, committed in the performance of unit member's duties and responsibilities under this agreement; or unit member's violation of any law which can be punished as a felony committed at any time. The determination of whether unit member was terminated due to misconduct is in the City's sole discretion. Upon

the termination of unit member's employment, unit member is not entitled to any other compensation or payment.

If City terminates unit member's employment at any time due to unit member's misconduct, as defined above, City shall not pay unit member any severance payment. If unit member terminates his/her employment, unit member is not entitled to severance payments.

8. **UNIFORMS**

During the term of this MOU, the CITY shall provide Management personnel within public safety with a uniform allowance as follows:

Police -	\$850.00 in June
Fire -	\$700.00 in June

9. **RETIREMENT**

Employer Paid Member Contribution (EPMC): The City agrees to pay and report the value of EPMC to CalPERS as additional compensation.

10. **WORK SCHEDULE**

Management personnel 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 job.

11. **HOLIDAYS**

Employees within the UNIT shall be entitled to holidays as specified in the Employee Manual.

12. **VACATION LEAVE**

A. Employees in this UNIT shall earn annual vacation credit prorated and accrued monthly on the following basis:

1.	136 hours first year of service	5.23 per pay period
2.	160 hours after five (5) full years of service	6.15 per pay period
3.	200 hours after ten (10) full years of service	7.69 per pay period
4.	240 hours after fifteen (15) full years of service	9.23 per pay period

B. Vacation credit will vest and become available for use upon the successful completion of the introductory period for any new employees within the UNIT, except with the approval of the City Administrator, accrued vacation time may be used during the introductory period.

C. 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 canceled an employee's scheduled vacation due to a CITY emergency.

13. **MANAGEMENT LEAVE**

Members of the UNIT shall receive 80 hours management leave per fiscal year in addition to vacation leave. Such leave will be credited July 1 of each year.

Management leave will be made available from the time of hire, at 20 hours credited for each three-month period remaining in the fiscal year during which the employee is hired, prorated for the first three-month period.

Management leave is made available in recognition of Management's responsibility to perform after-hours functions such as attending City Council meetings, citizen advisory commission/committee meetings, meeting/presentations to community groups, and participating in various CITY-related activities.

Management leave may not accrue, and any unused leave will extinguish as of June 30 each year. UNIT members may sell up to 5 days (40 hours) of unused management leave back to the CITY during each December and may sell up to 5 days (40 hours) of unused management leave back in June of each year.

14. **EMPLOYEE'S SICK LEAVE**

A. Employees within the UNIT will accrue and be able to use sick leave as set forth in the Employee Manual.

B. Under the Public Employees' Retirement System, credit for unused sick leave (Section 20965) of the Government Code shall be a benefit provided to each employee of this UNIT upon retirement and in accordance with the rules and regulations of PERS.

C. Retirees will be eligible to purchase health insurance under this plan with no vesting requirement if allowed by the plan. A credit of 50 percent of accumulated sick leave at time of retirement will be paid out per month towards 50 percent 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.

15. **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.

16. **JURY DUTY**

While serving on Jury Duty, employees will still be paid by the CITY on the basis of a forty (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.

17. **FAMILY ILLNESS OR INJURY LEAVE**

Family illness or injury leave may be taken in accordance with the employee manual.

18. **BEREAVEMENT LEAVE**

Bereavement Leave is provided as per the Employee Manual.

19. **HEALTH, DENTAL and VISION INSURANCE**

A. The City shall pay the cost of health, dental and vision insurance premium for each unit member covered under this MOU up to \$850 per month under the current plan. 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 \$800 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 percent of accumulated sick leave at time of retirement, will be paid out per month towards 50 percent of premium and is 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.

C. The City shall continue to pay the administrative fee for each unit member.

20. **LIFE INSURANCE**

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

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

A. The City agrees to establish an IRS Section 125 Plan for use by UNIT employees.

B. The City will contribute \$40 per pay period as a contribution to an employee's Section 125 plan; or

C. The City will match up to two percent of the employee's gross salary in a deferred compensation plan with a maximum contribution of \$40 per pay period.

22. **FLEXIBLE BENEFIT**

Each member of the UNIT shall receive a \$400.00 per year flexible benefit to be included in payroll in December of each year.

23. **PAST PRACTICES**

Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice, tradition, 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.

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

24. **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. There shall be no bargaining outside this MOU without UNIT and City Council involvement.

25. **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 Council of the City of Susanville and the general membership of the UNIT.

Dated this _____ Day of _____, 2011.

Lino P. Callegari, Mayor

Debra M. Magginetti, UNIT Representative

Robert Porfiri, City Administrator/Finance
Director

Craig Platt, UNIT Representative

ATTEST:

Debra M. Magginetti, CMC/City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

**MANAGEMENT GROUP
POSITION CLASSIFICATION SCHEDULES
July 1, 2012 through June 30, 2012**

<u>Position</u>	<u>Range</u>
Police Chief	171
Fire Chief	168
Finance Director	168
Public Works Director	168
Community Services Director	168
City Clerk	164
City Clerk/CMC	166

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX

2011-2012 MANAGEMENT MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	810.27	840.78	872.82	906.46	941.78	978.87	1018.82
102	825.53	856.81	889.65	924.13	960.33	998.35	1038.26
103	840.78	872.82	906.46	941.78	978.87	1018.82	1058.70
104	856.81	889.65	924.13	960.33	998.35	1038.26	1080.18
105	872.82	906.46	941.78	978.87	1018.82	1058.70	1094.64
106	889.65	924.13	960.33	998.35	1038.26	1080.18	1119.19
107	906.46	941.78	978.87	1018.82	1058.70	1094.64	1144.72
108	924.13	960.33	998.35	1038.26	1080.18	1119.19	1170.40
109	941.78	978.87	1018.82	1058.70	1094.64	1144.72	1196.06
110	960.33	998.35	1038.26	1080.18	1119.19	1170.40	1221.92
111	978.87	1018.82	1058.70	1094.64	1144.72	1196.06	1248.76
112	998.35	1038.26	1080.18	1119.19	1170.40	1221.92	1275.86
113	1018.82	1058.70	1094.64	1144.72	1196.06	1248.76	1303.95
114	1038.26	1080.18	1119.19	1170.40	1221.92	1275.86	1332.36
115	1058.70	1094.64	1144.72	1196.06	1248.76	1275.86	1361.06
116	1080.18	1119.19	1170.40	1221.92	1275.86	1303.95	1390.06
117	1094.64	1144.72	1196.06	1248.76	1275.86	1361.06	1419.28
118	1119.19	1170.40	1221.92	1275.86	1303.95	1390.06	1448.71
119	1144.72	1196.06	1248.76	1303.95	1361.06	1419.28	1478.36
120	1170.40	1221.92	1275.86	1361.06	1419.28	1448.71	1508.24
121	1196.06	1248.76	1303.95	1390.06	1448.71	1508.24	1538.36
122	1221.92	1275.86	1361.06	1419.28	1478.36	1538.36	1568.71
123	1248.76	1303.95	1390.06	1448.71	1508.24	1568.71	1599.28
124	1275.86	1361.06	1419.28	1478.36	1538.36	1600.06	1630.14
125	1299.95	1390.06	1478.36	1568.71	1600.06	1630.14	1661.28
126	1323.36	1419.28	1508.24	1600.06	1630.14	1661.28	1692.69
127	1347.36	1448.71	1538.36	1630.14	1661.28	1692.69	1724.36
128	1371.95	1478.36	1568.71	1661.28	1692.69	1724.36	1756.28
129	1396.28	1508.24	1600.06	1692.69	1724.36	1756.28	1788.44
130	1420.36	1538.36	1630.14	1724.36	1756.28	1788.44	1820.84
131	1444.19	1568.71	1661.28	1756.28	1788.44	1820.84	1853.48
132	1467.76	1600.06	1692.69	1788.44	1820.84	1853.48	1886.36
133	1491.14	1630.14	1724.36	1820.84	1853.48	1886.36	1919.48
134	1514.36	1661.28	1756.28	1853.48	1886.36	1919.48	1952.84
135	1537.44	1692.69	1788.44	1886.36	1919.48	1952.84	1986.44
136	1560.36	1724.36	1820.84	1919.48	1952.84	1986.44	2020.28
137	1583.14	1756.28	1853.48	1952.84	1986.44	2020.28	2054.36
138	1605.76	1788.44	1886.36	1986.44	2020.28	2054.36	2088.68
139	1628.24	1820.84	1919.48	2020.28	2054.36	2088.68	2123.24
140	1650.56	1853.48	1952.84	2054.36	2088.68	2123.24	2158.04
141	1672.76	1886.36	1986.44	2088.68	2123.24	2158.04	2193.08
142	1694.84	1919.48	2020.28	2123.24	2158.04	2193.08	2228.36
143	1716.84	1952.84	2054.36	2158.04	2193.08	2228.36	2263.88
144	1738.76	1986.44	2088.68	2193.08	2228.36	2263.88	2300.64
145	1760.56	2020.28	2123.24	2228.36	2263.88	2300.64	2337.64
146	1782.24	2054.36	2158.04	2263.88	2300.64	2337.64	2374.88
147	1803.84	2088.68	2193.08	2300.64	2337.64	2374.88	2412.36
148	1825.36	2123.24	2228.36	2337.64	2374.88	2412.36	2450.08
149	1846.84	2158.04	2263.88	2374.88	2412.36	2450.08	2488.04
150	1868.24	2193.08	2300.64	2412.36	2450.08	2488.04	2526.24
151	1889.56	2228.36	2337.64	2450.08	2488.04	2526.24	2564.68
152	1910.84	2263.88	2374.88	2488.04	2526.24	2564.68	2603.36
153	1932.04	2300.64	2412.36	2526.24	2564.68	2603.36	2642.28
154	1953.16	2337.64	2450.08	2564.68	2603.36	2642.28	2681.44
155	1974.24	2374.88	2488.04	2603.36	2642.28	2681.44	2720.84
156	1995.24	2412.36	2526.24	2642.28	2681.44	2720.84	2760.48
157	2016.16	2450.08	2564.68	2681.44	2720.84	2760.48	2800.36
158	2037.04	2488.04	2603.36	2720.84	2760.48	2800.36	2840.48
159	2057.84	2526.24	2642.28	2760.48	2800.36	2840.48	2880.84
160	2078.56	2564.68	2681.44	2800.36	2840.48	2880.84	2921.44
161	2099.24	2603.36	2720.84	2840.48	2880.84	2921.44	2962.28
162	2119.84	2642.28	2760.48	2880.84	2921.44	2962.28	3003.36
163	2140.44	2681.44	2800.36	2921.44	2962.28	3003.36	3044.68
164	2160.96	2720.84	2840.48	2962.28	3003.36	3044.68	3086.24
165	2181.44	2760.48	2880.84	3003.36	3044.68	3086.24	3128.04
166	2201.84	2800.36	2921.44	3044.68	3086.24	3128.04	3170.08
167	2222.16	2840.48	2962.28	3086.24	3128.04	3170.08	3212.36
168	2242.44	2880.84	3003.36	3128.04	3170.08	3212.36	3254.88
169	2262.68	2921.44	3044.68	3170.08	3212.36	3254.88	3297.64
170	2282.84	2962.28	3086.24	3212.36	3254.88	3297.64	3340.64
171	2302.96	3003.36	3128.04	3254.88	3297.64	3340.64	3383.88
172	2323.04	3044.68	3170.08	3297.64	3340.64	3383.88	3427.36
173	2343.08	3086.24	3212.36	3340.64	3383.88	3427.36	3471.08
174	2363.08	3128.04	3254.88	3383.88	3427.36	3471.08	3515.04
175	2383.04	3170.08	3300.64	3427.36	3471.08	3515.04	3559.24
176	2402.96	3212.36	3342.28	3471.08	3515.04	3559.24	3603.68
177	2422.84	3254.88	3384.32	3515.04	3559.24	3603.68	3648.36
178	2442.68	3300.64	3426.36	3559.24	3603.68	3648.36	3693.28
179	2462.48	3342.28	3468.40	3603.68	3648.36	3693.28	3738.44
180	2482.24	3384.32	3510.44	3648.36	3693.28	3738.44	3783.84
181	2501.96	3426.36	3552.48	3693.28	3738.44	3783.84	3829.48
182	2521.64	3468.40	3594.52	3738.44	3783.84	3829.48	3875.36
183	2541.28	3510.44	3636.56	3783.84	3829.48	3875.36	3921.48
184	2560.88	3552.48	3678.60	3829.48	3875.36	3921.48	3967.84
185	2580.44	3594.52	3720.64	3875.36	3921.48	3967.84	4014.44
186	2600.04	3636.56	3762.68	3921.48	3967.84	4014.44	4061.28
187	2619.56	3678.60	3804.72	3967.84	4014.44	4061.28	4108.36
188	2639.04	3720.64	3846.76	4014.44	4061.28	4108.36	4155.68
189	2658.48	3762.68	3888.80	4061.28	4108.36	4155.68	4203.24
190	2677.88	3804.72	3930.84	4108.36	4155.68	4203.24	4251.04
191	2697.24	3846.76	3972.88	4155.68	4203.24	4251.04	4299.08
192	2716.56	3888.80	4014.92	4203.24	4251.04	4299.08	4347.36
193	2735.84	3930.84	4056.96	4251.04	4299.08	4347.36	4395.88
194	2755.08	3972.88	4099.00	4299.08	4347.36	4395.88	4444.64
195	2774.28	4014.92	4141.04	4347.36	4395.88	4444.64	4493.64
196	2793.44	4056.96	4183.08	4395.88	4444.64	4493.64	4542.88
197	2812.56	4099.00	4225.12	4444.64	4493.64	4542.88	4592.36
198	2831.64	4141.04	4267.16	4493.64	4542.88	4592.36	4642.08
199	2850.68	4183.08	4309.20	4542.88	4592.36	4642.08	4692.04
200	2869.68	4225.12	4351.24	4592.36	4642.08	4692.08	4742.24