

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA (CITY) and PLACENTIA CITY EMPLOYEES' ASSOCIATION (PCEA)

July 1, 2023 – June 30, 2025

No. PCEA 23-25 Adopted July 11, 2023, Resolution No. R-2023-58

PREAMBLE

The wages, hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "CITY") and the Placentia City Employees' Association (hereinafter called "PCEA") and shall apply to all the employees of CITY working in the job classes set forth in Appendix "A".

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between representatives of CITY and PCEA. PCEA has recommended and its members have ratified all of the terms and conditions of employment as set forth herein. Staff officials of CITY recommend to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

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ARTICLE I - PCEA RECOGNITION

CITY hereby recognizes PCEA as the representative for all its members to the fullest extent allowable under California law applying to public employees. During the term of this Memorandum, no substantive issue of representation shall be raised contrary to this recognition; except that, during a period of time not more than ninety (90) days and not less than sixty (60) days prior to the termination of this Memorandum, any other representative may seek the status of recognition for the purpose of meeting and conferring on behalf of some or all of the employees covered by this Memorandum of Understanding (MOU). Nothing contained herein shall restrict the right of any employee to discuss individual problems of employment with CITY, provided that, upon request of the employee, the PCEA shall be kept informed and have the right to be present at all such meetings between CITY and the individual. Classifications represented by PCEA are listed in Appendix A of this MOU.

ARTICLE II - ASSOCIATION MEMBERSHIP & DUES

Upon written notice from the Association that the employee has authorized dues deduction, membership dues will be automatically deducted from an employee's pay and forwarded by the City to PCEA and OCEA pursuant to the written request for the distribution of deductions. Dues deductions begin at the beginning of the pay period following the City's receipt of notice from the PCEA.

ARTICLE III - COMPENSATION

Salary ranges for represented job classes in the bargaining unit shall be set forth in Appendix "A" attached to this MOU.

A. Compensation Adjustments

- 1. Effective the first full pay period following July 1, 2023, the salary range will be increased by five percent (5%). Individuals will receive an adjustment of five percent (5%) related to the change in the salary schedule.
- 2. Effective the first full pay period following July 1, 2024, the salary range will be increased by five percent (5%). Individuals will receive an adjustment of five percent (5%) related to the change in the salary schedule.

B. One-Time Compensation

All employees in paid status as of the approval and adoption of the MOU will receive a one-time, five percent (5%), non-PERSable compensation payment at base rate of pay.

C. Advancement Through The Salary Schedule

Unit employees are eligible to advance one-step in the salary schedule after 6 months at Step A. Employees hired at a step above Step A, or after reaching Step B, are eligible to advance one-step in the salary schedule after 12 months of service in the current step and with satisfactory job performance. For example, employees hired at Step B are

eligible for movement to Step C after 12 months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards.

D. Salary on Promotion

Any unit employee promoted from one job class to a higher job class shall be placed at a salary step in the range of the higher job class which provides not less than a 5.4% salary increase.

E. Exceptional Merit Performance Pay

Effective January 1 of each year, certain employees in the general employee unit whose work performance is exceptionally meritorious and who have reached the "E" step of the salary range for their job class, may be designated by the appointing authority to receive Exceptional Merit Performance Pay differential of 5% above their regular salary rate. Such employees shall be so designated one year at a time and shall continue to receive the differential only if re-designated for each subsequent year.

The selection of employees to receive Exceptional Merit Performance Pay shall be at the sole discretion of the appointing authority of the City of Placentia. No issue of individual merit under this Section shall be subject to Grievance Procedures or Grievance Arbitration.

F. Payroll Processes

Unit employees will be paid on a bi-weekly basis.

G. Class and Compensation Study

The City shall conduct and complete a classification and compensation study of all PCEA represented classifications no later than December 31, 2024. Results from the market study shall be subject to meet and confer as part of any successor MOU negotiations (for the contract beginning on July 1, 2025).

ARTICLE IV-SPECIAL ASSIGNMENT PAY

A. Temporary Upgrade Pay

Unit employees assigned to work in a higher classification for more than five consecutive days will receive a pay differential applied to their base rate of pay as temporary upgrade pay when assigned to perform the full range of duties in the higher classification.

• Effective the beginning of the pay period following City Council approval of the MOU, the pay differential shall decrease from 5.4% to 5% to be consistent with other special assignment pays in this Article.

The parties agree, that to the extent permitted by law, the City shall report temporary upgrade pay for "classic" employees as special compensation to CalPERS pursuant to CCR §571 (a)(3) Temporary Upgrade Pay. "New Members" as defined under the Public

Employee Pension Reform Act (PEPRA) may receive the pay but it is not reportable as special compensation to CalPERS.

B. Longevity Pay

Unit employees who have completed fifteen (15) years of service with the City of Placentia shall receive longevity pay of five percent (5%) of their base rate of pay for regular scheduled hours.

The parties agree, that to the extent permitted by law, the City shall report longevity pay as special compensation to CalPERS pursuant to CCR §571 (a)(1) and CCR §571.1 (b)(1) Longevity Pay.

C. Shift Differential

Unit employees (except employees assigned to the Public Safety Communications Center) who are regularly assigned to the night shift will receive a shift differential of five percent (5%) of their base rate of pay for regular scheduled hours worked on the night shift.

Employees assigned to the Public Safety Communications Center who are scheduled to work the night shift shall receive a differential of five percent (5%) of their base rate for all hours worked on the night shift.

For employees assigned to the Public Safety Communications Center, night shift shall be defined as all hours worked between 6 p.m. – 6 a.m.

The parties agree, that to the extent permitted by law, the City shall report shift differential pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Shift Differential.

D. Public Safety Dispatcher — Lead Public Safety Dispatcher Assignment

A Public Safety Dispatcher who is regularly assigned to serve as a Lead Public Safety Dispatcher will receive Lead Worker Assignment Pay of five percent (5%) of their base rate of pay for regular scheduled hours worked in the lead assignment.

The parties agree, that to the extent permitted by law, the City shall report lead worker pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Lead Worker.

E. Public Safety Dispatcher - Training Pay

A Public Safety Dispatcher who is assigned to train another Public Safety Dispatcher will receive Training Assignment Pay of five percent (5%) of their base rate of pay for all hours worked.

The parties agree, that to the extent permitted by law, the City shall report training pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Training Premium.

F. Public Safety Dispatcher - POST Certification Pay

Public Safety Communication Dispatchers in possession of an Intermediate POST certificate will receive an annual payment of \$250 paid the first pay period in July.

Public Safety Communication Dispatchers in possession of an Advanced POST certificate will receive an annual payment of \$500 paid the first pay period in July.

It is the responsibility of the employee to provide proof of certification to Human Resources prior to the last period in June.

G. Bilingual Pay

- 1. Certain employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the City Administrator to receive Bilingual Pay of \$175 per month.
- 2. The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. The department head shall recommend to the City Administrator employees who should be considered for bilingual pay. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.
- 3. The parties agree, that to the extent permitted by law, the City shall report bilingual pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Bilingual Pay.

H. Hazardous Clean-up

The parties agree to develop a policy related to hazardous clean-up assignments. CITY agrees that unit employees will not be required to respond to hazardous clean-ups without proper training or appropriate personal protective equipment (PPE).

ARTICLE V - WORK SCHEDULES AND HOURS OF WORK

A. Work Schedules & Hours of Work

Unit employees (except Public Safety Dispatcher) are assigned a 4/10 work schedule. The work schedule includes four consecutive ten-hour workdays followed by three consecutive days off (unless otherwise noted). Each employee has a seven-day FLSA workweek.

Hours of work are assigned as follows:

- Maintenance: 6:00 a.m. 4:30 p.m., Monday Thursday (1/2 hour unpaid lunch)
- Custodians: 1:00 p.m. 11:30 p.m., Monday Thursday (1/2 hour unpaid lunch)
- PD PSO:6:00 p.m. 4:00 a.m. or 8:00 a.m. 6:00 p.m. (1/2 hour paid lunch)

- PD Property Technician and Police Services Supervisor Property 6:00 a.m. -4:30p.m.
 (1/2 hour unpaid lunch)
- Parking Control Officer 7:00 a.m. 5:00 p.m. Sun., Mon., Wed., and Friday) (1/2 hour paid lunch)

All Other Unit Employees:

• 7:15 a.m. - 6:15 p.m., Monday - Thursday - (1 hour unpaid lunch)

Employees receiving a paid lunch must remain at the worksite to be available to respond or continue working when staffing is needed.

All other work schedules or hours of work would require the Alternative Work Schedule Request Form to be submitted and approved by the City Administrator.

B. Public Safety Dispatch Work Schedule

- 1. Public Safety Dispatchers and the Police Services Supervisor Dispatch may be assigned to the 4/10 or the 3/12 work schedule.
 - a. The 4/10 work schedule includes four consecutive ten-hour workdays followed by three consecutive days off in each workweek.
 - b. The 3/12 work schedule includes three consecutive 12 hour shifts in each workweek. In alternate workweeks, employees work an eight-hour day. The seven-day FLSA workweek begins four hours into the alternating eight-hour workday.
 - c. When feasible, the City may offer either work schedule to unit employees or may elect to have all Public Safety Dispatchers work the same work schedule.
 - d. Public Safety Dispatchers and the Dispatch Supervisor have a paid thirty-minute meal period. The City may purchase meals for dispatch employees when funding is available in the City budget.
 - e. Hours of work for each work schedule are determined by the Public Safety Communications Supervisor and Deputy City Administrator. Public Safety Dispatchers may sign up for work shifts under the following guidelines:
 - i. Shift sign-ups are available based on seniority within the Public Safety Dispatcher classification.
 - ii. When there is a dispute regarding shift assignment or shift availability, seniority shall be considered as the predominant deciding factor in shift assignment.
 - iii. The Public Safety Communications Supervisor retains discretion to modify shift selection/assignment when he/she believes the shift assignments should be changed to ensure adequate distribution of dispatch experience and allocation of staff to best serve the public.

- 2. In order to ensure adequate notification for mandatory overtime, PCEA agrees that all Public Safety Dispatchers shall submit requests for PTO time off at least two (2) weeks in advance of time off requested.
- 3. To fill mandatory overtime slots to meet minimum staffing requirements, PCEA agrees to the following priority list for overtime sign-up:
 - a. Relief Public Safety Dispatchers Overtime will be offered first to part-time "Relief Public Safety Dispatchers"; then if overtime slots are not adequately filled,
 - b. Full-Time Public Safety Dispatchers Overtime will be offered to full-time Public Safety Dispatchers; then if overtime slots are not adequately filled,
 - c. Full-Time Public Safety Dispatcher or Supervisor Mandate.
- 4. To fill overtime using full-time Public Safety Dispatchers, PCEA agrees to follow Department Policy regarding emergency hire back.
- 5. Public Safety Dispatchers who are scheduled to work an Overtime shift and subsequently have the Overtime shift cancelled with less than 24-hours' notice shall receive two (2) hours of regular pay for each occurrence.
- 6. The members of PCEA agree to cooperate to the fullest possible extent in voluntary sign-up for "hireback" and other overtime. Work scheduling shall be at the sole discretion of CITY, after consulting with PCEA.
- 7. Shift rotation shall be conducted in accordance with Department policy.
- 8. CITY and PCEA representatives shall work on the development of a policy to memorialize a process for shift trades.

C. Public Safety Dispatch Working Group

City and PCEA agree to establish a working group to meet quarterly to discuss issues impacting Public Safety Dispatchers including staffing and break coverage. The working group will include the Public Safety Communications Manager and/or Deputy City Administrator, PCEA's representative and up to two Public Safety Dispatchers.

D. Rest Periods

All bargaining unit employees shall be entitled to a fifteen (15) minute rest period for each four (4) hours of their work shift when feasible. The scheduling of the rest breaks shall be the responsibility of the employee's supervisor. Rest periods cannot be combined or used at the beginning/end of the work shift.

ARTICLE VI - STANDBY AND CALL BACK

A. Maintenance Division Standby

1. The purpose of standby is to provide immediate response capability in case of unexpected call-out for maintenance, repair or restoration of public facilities, or removal of hazardous object, requiring action by maintenance forces of the Maintenance Services Department.

- 2. The operation of the Maintenance Services Department will be scheduled so as to place Maintenance Workers and Maintenance Crew leaders on a rotating schedule whereby employees serve in a standby capacity during off-duty hours for seven (7) consecutive days. Only one employee from the Maintenance Services Department will be assigned to standby during any such period.
- 3. City agrees to create a Maintenance Department standby duty schedule consisting of employees who volunteer for standby duty, and to provide a "cell phone" for the Maintenance standby employee. City retains the right to assign mandatory standby duty to any employee in the event insufficient employees volunteer.
- 4. Assignment of unit employees' personnel to standby status requires the unit employee to be available for and to respond to emergency duty at any time during the seven-(7) day period for which he/she has been assigned. The individual assigned is expected to respond to any emergency call-out which is requested by employee's department supervisor.
- 5. The employee assigned by the Maintenance Services Department to standby status shall receive standby pay per week for serving seven (7) consecutive days on standby.
 - a. Effective the beginning of the pay period following City Council approval of the MOU, the standby compensation will increase from \$150 to \$250 per week for serving seven (7) consecutive days on standby.
- 6. If the employee is called out to work overtime while on standby, he/she shall be compensated with overtime for a minimum of two (2) hours. No additional compensation shall be paid for any subsequent callouts within the original two-hour minimum period. Employees who are reporting back to work to deal with an emergency shall report to their normal workplace. If the employee must be dispatched to another location, he/she shall be paid portal to portal.
- 7. Any employee who is assigned to standby and who fails to respond to an assignment shall be subject to appropriate disciplinary action.

B. Community Services Standby

The Community Services Coordinator assigned to week-end Standby shall receive \$100 for weekend coverage as assigned by the department (typically Thursday – Sunday) and additional \$25 for any assigned holiday.

If the employee is called out to work overtime while on standby, he/she shall be compensated with overtime for a minimum of two (2) hours. No additional compensation shall be paid for any subsequent callouts within the original two-hour minimum period. Employees who are reporting back to work to deal with an emergency shall report to their normal workplace. If the employee must be dispatched to another location, he/she shall be paid portal to portal.

C. Court Standby

In lieu of appearing as shown on a subpoena, all eligible unit employees subpoenaed during off-duty hours may be placed on stand-by status. If a court appearance results from stand-by status, the employee shall be compensated in

accordance with the provisions under the Overtime article. If court appearance does not result from stand-by status, the employee shall be compensated at the rate of \$50 for each morning period and an additional \$100 for each afternoon period of such stand-by. If court is called off before Noon, there is no afternoon period stand-by pay.

D. Emergency Call Back

- 1. An off duty unit employee not assigned to standby duty who is called to emergency duty shall be compensated at the time and one-half rate for a minimum of three (3) hours. No additional compensation shall be paid for any subsequent call outs within the original three (3)-hour minimum period.
- 2. Employees who are reporting back to work to deal with an emergency shall report to their normal workplace. If the employee must be dispatched to another location, he/she shall be paid portal to portal.
- City agrees to establish a rotating emergency call-back schedule for Public Safety Dispatchers, via departmental policy.

ARTICLE VII - OVERTIME

A. Overtime Definitions

- 1. MOU/Contract overtime is defined as hours actually worked over forty hours paid in a seven-day workweek. MOU/Contract overtime is in excess of the FLSA standard of overtime. For example, the eligibility for MOU/Contract overtime is based on hours paid, which may include the use of accrued leave.
- 2. Fair Labor Standards Act (FLSA) overtime is defined as hours actually worked in excess of forty (40) in a seven (7) day FLSA work period. Hours worked is defined as hours actually worked by the employee. Paid leave does not count as hours worked for determining overtime eligibility.

B. Calculation of Overtime Payment

- 1. MOU/Contract Overtime will be calculated as 1.5 the base hourly rate of pay.
- 2. FLSA overtime will be calculated pursuant to the requirements of the Fair Labor Standards Act.

C. Compensatory Time Off

Unit members may elect to receive FLSA Compensatory Time Off (FLSA CTO) in lieu of payment for working FLSA overtime. FLSA CTO hours will be banked on an hour for hour earned basis. The one-half time hours will be paid as earned at the straight time rate. Employees may accrue up to a maximum of two-hundred forty (240) compensatory time off hours.

 Effective June 30, 2025, FLSA CTO accruals are capped at a maximum of onehundred ninety-five (195) hours.

- Any FLSA CTO accruals over one-hundred and ninety-five (195) by the end of the contract term will be paid at the employees' regular rate of pay.
- Any FLSA CTO banked will be banked in its own FLSA CTO bank.

Employees must provide reasonable notice of at least two weeks when requesting to use compensatory time off. When at least two weeks' notice is provided, the City will not unreasonably deny a request to use comp time. The City may grant the approval of a request to use comp time with less than two weeks' notice, if in doing so, no additional overtime will be created.

Unit employees who are promoted to a higher paying classification will be paid for accrued compensatory time at their regular rate of pay prior to promotion. Upon separation from employment, accrued and unused compensatory time off will be paid at the employees' regular rate of pay.

Leave cash out as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

D. Employee Assignments

- 1. A unit member assigned to attend evening meetings to take minutes will be compensated with a minimum of two hours pay.
- 2. Supervisors shall not modify regularly scheduled work hours in order to avoid the payment of overtime. Supervisors and employees may agree to modify work schedules by flexing the schedule which may eliminate the payment of overtime.

ARTICLE VIII - RETIREMENT

A. CalPERS Retirement System

All employees covered under this MOU shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

B. Tier I - PERS 2% @ 55

For Classic Members, hired by the City of Placentia prior to April 2012 the employees will contribute the full seven (7) percent member contribution via payroll deduction.

C. Tier II - PERS 2% @ 60

For Classic Members, hired by the City of Placentia on or after April 2012 the employees will contribute the full seven (7) percent member contribution via payroll deduction.

D. PEPRA/NEW MEMBERS - PERS 2% @ 62

For new members hired on or after January 1, 2013, the employees will contribute one-half of the total normal cost as identified by CalPERS.

ARTICLE IX - MEDICAL INSURANCE COVERAGE

The City contracts with CalPERS to provide medical insurance to employees and eligible dependents under the Public Employees' Medical and Hospital Care Act (PEMHCA).

A. Active Employees

As required under PEMHCA, the City contributes the statutory minimum contribution toward medical insurance premiums. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2023, the minimum contribution is: \$151.00/month.
- For coverage effective January 1, 2024, the minimum contribution is: \$157.00/month.
- For coverage effective January 1, 2025, the minimum contribution is: TBD.

The City, under a Section 125 plan, provides an allowance (which includes the statutory minimum) to active employees. Should unit members select a plan with a plan premium in excess of the allowance, the employee is responsible for paying the additional premium costs through payroll deduction. Should a unit member select a plan with a plan premium lower than the allowance, the remainder of the allowance may not be used for any other purpose.

City contributions are as follows:

Employee Only \$ 722.00 per month
Employee +1 \$1,444.00 per month
Employee +2 \$1,877.00 per month

B. Retiree Coverage

Unit retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.

Participation in the CalPERS Program will be consistent with Appendix "B" covering Unit Retirees.

Unit retirees hired prior to November 21, 1995, who are covered under the Appendix B provisions, will receive contributions to retiree medical (inclusive of the statutory minimum) as follows:

Retiree Only \$ 722.00 per month

Retiree +1 \$1,444.00 per month

Retiree +2 \$1,877.00 per month

Retirees who are Medicare eligible must comply with the CalPERS Medicare enrollment provisions and are capped at medical contributions as follows (inclusive of the statutory minimum):

Retiree Only \$ 342.39 per month Retiree +1 \$ 684.78 per month Retiree +2 \$1,027.17 per month Medicare & Basic Combo \$1,027.44 per month

For unit retirees hired after November 21, 1995, the City will provide the minimum contribution required by the CaIPERS Health Benefit Program. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2023, the minimum contribution is: \$151.00/month.
- For coverage effective January 1, 2024, the minimum contribution is: \$157.00/month.
- For coverage effective January 1, 2025, the minimum contribution is: TBD.

C. Medical Coverage Opt Out

- 1. Employees who opt out of the CalPERS medical plan and receive cash mustprovide the following:(1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made, and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.
- 2. Unit employees hired by the City and who have elected to opt out as of November 1, 2019, will receive the following taxable payment each month under the eligible opt out arrangement:

a.	Employee + Family	\$1,001.00
b.	Employee + Dependent	\$ 822.25
C.	Employee Only	\$ 607.75
d.	Family to Employee Only (Remove 2 dependents)	\$ 607.75
e.	Two-party to Employee Only (Remove 1 dependent)	\$ 536.25
f.	Family to Two-Party (Remove 1 dependent)	\$ 357.50

- 3. Medical opt-out for active employees hired after July 1, 2019, or for employees hired before July 1, 2019, and who elect to opt out after November 1, 2019, will receive:
 - \$400 per month.
- 4. The taxable payment may be used by the employee at his/her discretion. Employees may elect to receive the payment as taxable wages, defer the payment into a 457 deferred compensation plan or for use in conjunction with Flexible Spending Accounts offered by the City.

D. Medical Re-Opener

Affordable Care Act (ACA) The parties recognize that certain changes to State and Federal laws programs, taxes and regulations including the Affordable Care Act, may impact future medical plan offerings. In the event that reform measures or changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions on this MOU, either party may request to reopen the Article regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage.

E. Proposed Post Employment Retiree Medical Program

CITY and PCEA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded post-employment benefits program for unit employees.

ARTICLE X - OTHER INSURANCE PROGRAMS

A. Short Term Disability and Long-Term Disability Plans

- 1. The CITY agrees to provide to all full-time Unit Employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum following a fifteen (15) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the CITY's policy with its insurance carrier.
- 2. The CITY agrees to provide to all full-time employees covered by this Memorandum of Understanding a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum following a ninety (90) day elimination period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in The CITY's policy with its insurance carrier.

B. Life Insurance

The CITY agrees to provide to all employees covered by this Memorandum of Understanding life insurance at its sole expense, in the amount of one time each

employees' earnings, rounded to the next \$1,000 with a maximum of \$150,000 of coverage and \$1,000 for spouse and children over the age of six (6) months.

C. Dental Insurance

The CITY agrees to make available to all employees covered by this Memorandum of Understanding dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, CITY reserves the right to select the insurance carriers, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

D. Optical Insurance

CITY agrees to provide all employees covered by this Memorandum of Understanding optical insurance. Further, CITY agrees that it shall pay the full premium for employee and dependent coverage during the term of this Memorandum of Understanding. CITY reserves the right to select the insurance carriers, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

ARTICLE XI - PAID TIME OFF (PTO)

The purpose of paid time off (PTO) is to enable eligible unit employees to take time off from work.

A. New Employee Accrual

New employees receive forty (40) hours of PTO upon completion of six months of City service. PTO may be used following the completion of six months of service, unless approved by the Department Head.

B. PTO Accrual

Each eligible full time unit employee shall accrue paid time off on the following basis with a maximum accrual of two-hundred and sixty hours:

Years of Service	Accrual Rate	Maximum Accumulation
0-3 years	3.08 hours/pay period (80 hours annually)	260 Hours
3-10 years	4.62 hours/pay period (120 hours annually)	260 Hours
10+ years	6.46 hours/pay period (168 hours annually)	260 Hours

C. Accrual Eligibility

A completed biweekly pay period is defined as a biweekly pay period in which the employee has been in pay status for more than half of the working hours in that pay period.

D. Use of Paid Time Off

- 1. Unit employees will request paid time off through their immediate supervisor.
- 2. Approval of a paid time off request is the responsibility of the Department Head or his/her designee. He/she will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
- 3. Use of PTO may not exceed accumulated PTO leave bank. Should an employee exhaust their PTO and have no other available leave accrued, the employee may request time off without pay. Time off without pay is subject to Department Head and Director of Administrative Services approval.
- 4. Unit employees with Extraordinary Vacation Leave Banks may use either their PTO bank or their Extraordinary Vacation Bank when taking leave.

E. Payment of PTO Upon Separation of Service

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation, provided that accumulation of PTO shall be conditional upon completion of one (1) year of continuous service and an employee who, for any reason, does not complete one (1) year of continuous service, shall receive no credit/payment for paid time off.

F. Denial of PTO Request Resulting in Inability to Use PTO

Should a unit employee who has made a reasonable request to use PTO time (reasonable is defined as at least two weeks in advance) be unable to utilize PTO time after requesting leave, and the inability to use leave will result in the employee reaching the maximum accrual, the City agrees to cash out 40 hours in lieu of leave at the employees base hourly rate of pay. A request to use PTO will not be unreasonably denied.

ARTICLE XII - SICK LEAVE/ALTERNATIVE HEALTH & WELLNESS (AHW)

A. Purpose of AHW/Sick Leave Program

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave. For long-term unit members, frozen sick leave banks may exist. Frozen sick leave banks may also be used for sick leave purposes or employees have the option of cashing out a portion of that leave as described below.

B. Reasons for Use of AHW/Frozen Sick Leave

AHW hours and frozen sick leave hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons

the law allows sick leave to be used. Additionally, AWH leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

C. Request for Physician's Certification

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than 3 consecutive workdays no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

D. Alternative Health and Wellness Leave/Program

- 1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
- 2. Unit members receive ninety-six (96) hours of AHW leave effective the first pay period in July of each fiscal year. The AHW bank has a maximum accrual of 192 hours, no credit will be given for hours above the maximum.
- 3. The AHW hours have no cash value during employment or upon separation from City service.
- 4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October will receive sixty-four (64) hours of AWH with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

AHW Incentives

- a. Unit members in active service as of July 1st, will receive \$250 with the first paycheck in July.
- b. In addition to the \$250, unit members who use thirteen (13) hours or less of AHW leave between July 1 June 30, may convert twenty-four (24) hours of AWH leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 24 hours converted to PTO prior to the annual allocation of AHW leave. Employees will also receive \$1,000 with the first paycheck in July.
- c. In addition to the \$250, unit members who use more than thirteen (13) hours but twenty-six (26) hours or less of AHW leave between July 1 June 30,

may convert twelve (12) hours of AWH leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 12 hours converted to PTO prior to the annual allocation of AHW leave. Employees will also receive \$500 with the first paycheck in July.

E. Frozen Sick Leave

For unit members with frozen sick leave, each year those employees may elect to cash out up to ninety-six (96) hours of frozen sick leave, until the frozen sick leave is depleted. Unit members electing to cash out frozen sick leave must submit a frozen sick leave cash out form no later than November 1st of each year to receive the cash out with the first paycheck in December. The cash out is paid pursuant to the reimbursement value table identified below. Unit employees with frozen sick leave at the time of retirement will be paid 100% (the base rate of pay) for hours in their frozen sick leave bank. Hours in this bank may also be used for sick leave purposes.

Years of City Service at Time Cash Out is Requested or Upon Retirement	Reimbursement Value of Frozen Sick Leave
0 to 3 years	0%
Over 3 to 6 years	55%
Over 6 to 9 years	65%
Over 9 to 20 years	80%
Over 20 years	85%
Retirement	100%

F. Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

ARTICLE XIII - OPTIONAL ANNUAL LEAVE BUY DOWN

Annually, by December 15th, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

- An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO, Extraordinary Vacation Leave, or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of forty (40) hours remain in the PTO bank.
- 2. Employees with Extraordinary Vacation Leave must cash out that leave bank prior to requesting to cash out PTO or Comp Time.
 - For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The hours of leave, which are converted to pay, shall be deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.
- 3. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual leave buy down program.
- 4. Employees who experience an unforeseen emergency may be permitted to make a new irrevocable election and redeem vacation hours for cash (or to increase the amount of a previous election up to the maximum) during the calendar year in which the unforeseen emergency occurs. For these purposes, "unforeseen emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employees' spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstance arising because of events beyond the control of the employee. The amount of such new election (or increase to prior election) shall be limited to the amount necessary to satisfy the unforeseen emergency up to the maximum of 150 hours per year as identified above and subject to the same minimum balance remaining after cash out as identified above. Whether an occurrence is an unforeseeable emergency shall be determined by the Director of Administrative Services at his/her sole discretion. The denial of a request under the unforeseen emergency provision is not subject to any appeal by the employee or PCEA.
- 5. To be eligible for Leave Buy Back, employees must utilize forty (40) hours of PTO in the preceding twelve (12) months.

ARTICLE XIV - OTHER MEDICAL LEAVE

The City complies with federal and state leave laws including but not limited to FMLA/CFRA, Pregnancy Disability Leave (PDL), Military Leave, etc.

ARTICLE XV - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, stepchild, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse's parents and grandparents. PCEA members may take bereavement leave for up to five (5) workdays for each death that occurs in the member's immediate family.

ARTICLE XVI - CATASTROPHIC LEAVE BANK

CITY and PCEA agree to allow employees to donate accrued time to a special "catastrophic leave bank" which may be used by employees with limited leave available during illness or off-duty injury. Such employee must have a FMLA/CFRA Certification on file. Donor must retain 120 hours in employee's own accrual bank(s). Donations are irrevocable. Authorized PCEA representatives will recommend and consult with City regarding disbursement to specific employee(s) in need.

ARTICLE XVII – HOLIDAYS

A. Designated Holidays

The City observes the following holidays (holidays are generally valued at 10 hours each unless otherwise noted):

- 1. New Years' Day, January 1
- 2. Martin Luther King Day (Third Monday in January)
- 3. President's Day (third Monday in February)
- 4. Memorial Day (Last Monday in May)
- 5. Independence Day, July 4
- 6. Labor Day (First Monday in September)
- 7. Veterans' Day, November 11
- 8. Thanksgiving Day (Fourth Thursday in November)
- 9. Friday after Thanksgiving Day (observed on the Wednesday before Thanksgiving)
- 10. Christmas Eve, December 24
- 11. Christmas Day, December 25
- 12. New Year's Eve, December 31 (8 hour day)

B. Holiday Closure:

- 1. City to provide sixty-two (62) hours of leave for use during the holiday closure. Employees who are not working between December 15, 2023, and January 2, 2024, must use these hours for days off of work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2024. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 15, 2023, and January 2, 2024, to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2024.
- 2. City to provide forty-two (42) hours of leave for use during the holiday closure. Employees who are not working between December 20, 2024, and January 5, 2025, must use these hours for days off work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2025. Hours are subject to the normal approval process and will be prorated for new employees. Employees

must be employed during Holiday Closure period between December 20, 2024, and January 5, 2025, to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2025.

C. Floating Holidays

Unit employees receive two floating holidays at the beginning of each fiscal year. Unused floating holiday hours as of June 1st will be cashed out annually at the base hourly rate of pay with the second paycheck in June.

D. Holidays Observed

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Thursday shall be deemed to be a holiday in lieu of the day observed.

E. Holidays for Police Shift Employees, Public Safety Dispatchers and Public Safety Dispatch Supervisors

Unit employees in positions subject to shift work in the Police Department shall not be entitled to holidays but shall earn 4.62 hours of PTO each pay period (120 hours per year) in lieu of compensation or time off on designated holidays.

Unit Employees in positions subject to shift work in the Public Safety Communication Center will have, in addition to regular base pay, the option of taking holiday time off if staffing requirements are met and with the approval of their supervisor, or of being paid for the unused holiday time (holiday pay) for all holidays recognized in this MOU.

For employees who are not on duty for the holiday, holiday pay will be paid at 10 hours. For employees who work the holiday, the Holiday will be paid the same number of holiday hours as their assigned shift. All Holiday pay will be paid on the employee's bi-weekly paycheck corresponding to the pay period in which the holiday falls.

ARTICLE XVIII - EDUCATIONAL INCENTIVE PROGRAM

A. General Guidelines

- 1. All actions regarding the Educational Incentive Program, as defined herein, shall require the approval of the affected employee's Department Head and the City Administrator.
- 2. It shall be the employee's responsibility to submit written applications and supporting documentation for consideration under this program.
- 3. Additional documentation may be required from the employee by the Department Head or City Administrator.
- 4. The Department Head and City Administrator may consult with staff members and/or educational authorities when necessary to determine acceptability of educational programs proposed for educational incentive pay.

5. The Department Head and City Administrator shall determine acceptability of proposed educational incentive programs, and grant approvals in such a manner so as to encourage and promote the satisfactory completion of those courses which tend to result in a higher proficiency of the employee in employee's job classification.

B. Requirements and Conditions Education Incentive

Minimum requirements to qualify for educational incentive compensation:

- 1. Current full-time employment with the City of CITY with a minimum of one-year continuous full time service.
- 2. Satisfactory completion of approved educational programs such as college courses, adult educational courses, seminars, etc., related to the employee's occupation in excess of the occupational minimum requirements of the job class the employee occupies.
- 3. Approval by the employee's Department Head and City Administrator as defined herein.
- 4. Any employee who has completed educational programs qualifying under these provisions within five (5) years prior to the date he/she meets condition A-1, may be considered for educational incentive compensation for such programs; except that the "five (5) years prior" shall be waived for Associates (AA/AS) or Bachelors (BA/BS) achievement in accordance with condition A herein.
- 5. Upon advancement to a job class with a higher salary range, an employee shall retain achieved Educational Incentive Compensation only to the extent that completed educational programs meet Condition A, herein as they relate to the higher job class.
- 6. Where educational units are not conferred by an educational institution for course work completed, twenty hours of approved classroom study shall be considered equivalent to one semester unit.
- 7. Possession of certificates may be accepted for educational incentive if, and to the extent, the employee can document to the approving authority's satisfaction that the certificate is equivalent to formal education units.
- 8. For purposes of these provisions, all educational units earned on other than a semester basis shall be converted to their semester equivalent (i.e., number of quarter units divided by 1.5 equal number of semester units).
- 9. No credit shall be given for letter grades below "C" or for courses not completed. Credit shall be given for courses successfully completed on a "pass-no pass" basis.
- 10. Educational incentive compensation shall be paid to all qualifying employees beginning the month following the month in which approval is granted.

C. Educational Incentive Compensation

1. All employees qualified under these provisions shall be eligible to apply for educational incentive compensation.

- 2. Upon approval, educational incentive compensation shall be paid at the rate of \$1 per month per semester unit approved. An employee's total educational incentive compensation shall not exceed 2-1/2% of employee's salary at the time approval is granted.
- 3. If, in computation of educational incentive compensation under these provisions, a fractional dollar results, it shall be rounded to the nearest whole dollar. A fraction of less than half shall be rounded to the nearest lower whole dollar.

ARTICLE XIX - TUITION AND BOOKS REIMBURSEMENT

The City shall reimburse a unit employee 75% of the actual cost of books and tuition for a course given by accredited public and private institutions at the current per unit cost of tuition at a "tax supported" institution (Cal-State Fullerton shall be used as the standard); provided:

- 1. Such a course directly pertains to the unit employee's present duties and/or pertains to the next step toward promotion in employee's field of endeavor.
- 2. A written request must be submitted and approved by the employee's Department Head and the City Administrator prior to the date of the first meeting of the course.
- 3. The unit employee receives a grade of C or better in said course.
- 4. The unit employee remains in the employ of the City for one (1) year after successful completion of said course. If he/she leaves prior to said one (1) year, the reimbursement shall be deducted from employee's final check.
- 5. Pre-approved coursework for certification programs that are job related may be eligible for reimbursement under this article. Pre-approval of the Department Head and City Administrator is required.
- 6. The City may cap the funds to be distributed based on the authorized budget as adopted by the City Council annually. The City will budget at least \$20,000 per fiscal year for city-wide use of the tuition reimbursement program. Reimbursements will be provided in the order they are received by Human Resources when the cap is reached.

ARTICLE XX - CLOTHING, UNIFORMS, TOOLS AND RELATED

A. Business Casual

Business Casual as defined by City Policy outlined in Appendix "C of this MOU shall be the year-round dress standard for unit employees who are not required to wear uniforms.

B. Boot Allowance

Unit members in the maintenance division and in the following classifications:

- Building Inspector
- Code Enforcement Officer

- Community Services Officer
- Mechanic

- Parking Control Officer
- Police Property Technician
- Police Services Officer
- Police Services Supervisor -Property and Evidence
- Police Services Supervisor –
 Senior Building Inspector Records and Public Safety
- Public Safety Communications Supervisor
- Public Safety Dispatcher
- Public Works Inspector
- Records Specialist

 - Senior Code Enforcement Officer

will be provided a boot allowance to be paid with the first paycheck in July. This is a taxable benefit as no receipt is required for payment.

 Effective the beginning of the pay period following City Council approval of the MOU, the Boot Allowance will increase from \$225 to \$325 per year.

C. Mechanic Tools

Unit employees in the job class of Mechanic shall be provided a reimbursement of up to \$500 per year for the purchase of job-related hand tools. Receipts will be required for reimbursement. Upon separation from employment, Mechanics shall repay the City for any monies received under this provision during the last year prior to separation.

D. Uniforms

Maintenance Services Division employees in job classes represented by PCEA shall be provided, on an ongoing basis, nine (9) sets of uniforms. The City contracts with a vendor for the laundering of City provided uniforms.

E. Uniform Cleaning Allowance

CITY will provide a uniform cleaning allowance in the amount of \$250.00 per year to be paid in July for the following job classes:

- Code Enforcement Officer
- Community Services Officer
- Parking Control Officer
- Police Civilian Investigator
- Police Property Technician
- Police Services Officer
- Police Services Supervisor Property and Evidence
- Police Services Supervisor Records and Public Safety
- Public Safety Communications Supervisor
- Public Safety Dispatcher
- Records Specialist

F. Uniform Allowance Reporting

The City will purchase uniforms for unit members required to wear a uniform while at work. The value of the uniforms shall be reported to CalPERS for "classic" members as \$11.54 per pay period (\$300 per year). Uniform allowance is not considered pension reportable compensation for "new members" hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013. (PEPRA).

ARTICLE XXI - CHANGE OF STATUS - LAYOFF

The City Administrator may lay off an employee in the classified service because of material change in duties or organization, or shortage of work or funds. Layoffs shall be made in reverse order of total seniority in the classified service, within the job class affected. Ten (10) working days before the effective date of layoff, the City Administrator shall notify the Director of Administrative Services of the intended action with reasons therefore, and a statement certifying whether or not the services of the employee have been satisfactory. A copy of such notice shall be given to the employee affected. If certified as having given satisfactory service, the name of the affected employee shall be placed on the re-employment list, as provided by these Rules, for future vacancies in the job class he/she is vacating.

If certified as having given satisfactory service, the affected employee shall further have the right to displace a less senior employee in a lower job class in the same direct promotional series in the same department; or to displace a less senior employee in a lower job class in which the affected employee once held permanent status.

The City will endeavor to provide affected members of PCEA with at least 30 days advanced notification as well as to allow affected employees to displace a part-time position that requires duties that these employees are qualified to perform. Displacement rights will not be unreasonably withheld.

The names of probationary and permanent employees who have been laid off shall be placed on appropriate re-employment lists in the order of total continuous, cumulative time served in probationary and permanent status. Such names shall remain thereon for a period of one (1) year unless such persons are sooner reemployed. When a re-employment list is to be used to fill vacancies, the Director of Administrative Services shall submit from the top of such list the number of names equal to the number of vacancies to be filled, and the appointing authority shall appoint such persons to fill the vacancies.

ARTICLE XXII - GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of the grievance procedure is:

- To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- 2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
- 3. To provide that a grievance shall be settled as near as possible to the point of origin.
- 4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject To Grievance Procedure

Any unit employee or the Association shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules, or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with the employee's immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with the employee's supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance. A formal grievance may be filed by the employee association.

D. Formal Grievance Procedure

- 1. First Level of Review (Step 1) The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render employee's decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with employee's supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present the appeal in writing to the employee's department head. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within a total of twenty-five (25) calendar days following submittal of the written grievance to the supervisor, if no decision by the supervisor is rendered, it will constitute a withdraw/dropping of the grievance.
- 2. Department Review (Step 2) The Department Head receiving the grievance, or employee's designated representative, shall discuss the grievance with the unit employee, employee's representative, if any, and with other appropriate persons. The Department Head shall render employee's decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Department Head, or within twenty-five (25) calendar days following submittal of the written grievance to the department head if no decision is rendered will constitute a withdraw/dropping of the grievance.

3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, employee's representative, if any, and with other appropriate persons. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

- 1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
- 2. The unit employee may request the assistance of another person of employee's own choosing in preparing and presenting employee's appeal at any level of review.
- 3. The unit employee and employee's representative may be permitted to use a reasonable amount of work time, as determined by the appropriate department head, in conferring about and presenting the appeal.
- 4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

- 1. General Provisions. After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to employee's satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules, or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.
- 2. <u>Procedures.</u> If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, he/she may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Administrative Services. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant, or employee's designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or employee's designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties' employee's decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.
- 3. <u>Conditions.</u> The arbitrator shall have no power to add to, subtract from, or to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.
- 4. All expenses of arbitration shall be borne equally by the parties.
- 5. The provisions of this Section shall in no way apply to the "meet-and- confer" process.

ARTICLE XXIII - PERSONNEL RULES AND EMPLOYER EMPLOYEE RELATIONS

A. Personnel Rules

CITY and PCEA agree, during the term of this Memorandum of Understanding, to reopen negotiations on the subject of Personnel Rules and amendments to the Employer Employee Relations Resolution as needed. The City will discuss proposed revisions and/or modifications to such conditions or benefits in the Personnel Rules prior to recommending that the City Council approve such proposed changes when they are subject to the meet and confer process.

B. Disciplinary Action

Personnel Rule XII is incorporated herein by reference in its entirety with the following exception: Except for a violation of a major safety rule, <u>exempt</u> employees may not be subject to (1) suspensions other than in full workweek increments, (2) temporary demotions (with a beginning and ending date) or (3) temporary reductions in pay.

C. Employer Employee Relations Resolution

The parties agree to work cooperatively to update and amend the Employer-Employee Relations Resolution to comply with current applicable law.

ARTICLE XXIV - MISCELLANEOUS PROVISIONS

A. Probationary Period

- 1. All original and promotional appointments to the classified service shall be tentative and subject to a probationary period of twelve (12) months actual service.
- 2. Newly hired Public Safety Dispatchers and Public Safety Dispatch Supervisors (recruits with less than one year's experience) shall be subject to an eighteen (18) month probationary period.
- 3. The City Administrator may establish a longer probationary period for specified cases.
- 4. The appointing authority shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, a copy shall be given to the probationary employee and the original shall be forwarded to the Human Resources Division before the probationer's permanent status date.

B. Performance Evaluations

Employees will receive performance evaluations from their supervisor at least annually on performance evaluation forms provided by the City. New employees or employees who need improvement may be evaluated more frequently than once per year. The performance evaluation process should provide an assessment and feedback on the quality, quantity, and other job-related metrics designed to identify proficiency and performance that meets the standards set by the supervisor, department, and City. Performance evaluations will be placed in the employees' official personnel file in Human Resources.

C. Leaves of Absence

- 1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
- 2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

D. Reclassification

A unit member who believes that there have been substantial changes in their job duties that are not reflected in the current job classification specification may request to their Department Head that a classification review be conducted. Requests for a classification review must be received between November 1st and December 15th. The Department Head will review the request and if he/she agrees to initiate a request for a classification review, he/she will submit the request to Human Resources by January 15th.

Human Resources will evaluate and determine the manner and method to use to review the classification. Human Resources can also decline to review the classification if it believes the review is not warranted or if there is another more appropriate avenue for review. Classification reviews and recommendations will be evaluated during the annual budget process and any recommended change will be presented for consideration via the budget process.

ARTICLE XXV - SEVERABILITY CLAUSE

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof.

ARTICLE XXVI - TERM

The terms of this Memorandum are to remain in full force and effect upon adoption of the MOU by the City Council through June 30, 2025.

SIGNATURES

FOR THE CITY:	FOR PCEA:
	Veronica Rodarte
Damien Arrula City Administrator	Veronica Rodarte, OCEA Senior Labor Relations Representative
alice Burnett, Human Resources Director	Laus A. Querda
Alice Burnett Director of Human Resources	Louis Gurrola, OCEA Labor Relations Specialist
Jennifer Lampman	Eddie Rodriguez
Jennifer Lampman Director of Finance	Eddie Rodriguez, PCEA President
luis Estevez	May Ton
Luis Estevez Deputy City Administrator	Manny Tovar PCEA Vice President
	Jose Galvan PCEA Member at Large
	Chelsie Griffith
	Chelsie Griffith, PCEA Member at Large
	Sheila Rodriguez
	Sheila Rodriguez, PCEA Member at large

	STEP A				STEP B			STEP C			STEP D				
JOB CLASS	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
ACCOUNT CLERK	20.65	3,579.21	42,950.53	21.76	3,772.49	45,269.86	22.94	3,976.20	47,714.43	24.18	4,190.92	50,291.03	25.48	4,417.23	53,006.73
ACCOUNTING TECHNICIAN	24.26	4,204.92	50,459.04	25.57	4,431.99	53,183.82	26.95	4,671.31	56,055.74	28.41	4,923.56	59,082.74	29.94	5,189.43	62,273.20
ADMINISTRATIVE ASSISTANT	24.13	4,182.03	50,184.34	25.43	4,407.86	52,894.30	26.80	4,645.88	55,750.58	28.25	4,896.76	58,761.11	29.78	5,161.18	61,934.22
ADMINISTRATIVE SPECIALIST	25.82	4,475.77	53,709.18	27.22	4,717.45	56,609.46	28.69	4,972.20	59,666.38	30.23	5,240.70	62,888.37	31.87	5,523.69	66,284.34
ASSISTANT PLANNER	29.32	5,081.93	60,983.19	30.90	5,356.36	64,276.30	32.57	5,645.60	67,747.21	34.33	5,950.46	71,405.55	36.18	6,271.79	75,261.47
BUILDING INSPECTOR	30.80	5,338.43	64,061.11	32.46	5,626.70	67,520.42	34.21	5,930.54	71,166.52	36.06	6,250.79	75,009.50	38.01	6,588.33	79,060.01
BUILDING PERMIT TECHNICIAN	24.26	4,204.92	50,459.04	25.57	4,431.99	53,183.82	26.95	4,671.31	56,055.74	28.41	4,923.56	59,082.74	29.94	5,189.43	62,273.20
CITY CLERK SPECIALIST	25.82	4,475.77	53,709.18	27.22	4,717.46	56,609.48	28.69	4,972.20	59,666.39	30.23	5,240.70	62,888.37	31.87	5,523.70	66,284.35
CODE ENFORCEMENT OFFICER	28.23	4,892.38	58,708.57	29.75	5,156.57	61,878.83	31.36	5,435.02	65,220.30	33.05	5,728.52	68,742.21	34.83	6,037.86	72,454.27
COMMUNITY SERVICES COORDINATOR	25.82	4,475.77	53,709.18	27.22	4,717.45	56,609.46	28.69	4,972.20	59,666.38	30.23	5,240.70	62,888.37	31.87	5,523.69	66,284.34
COMMUNITY SERVICES OFFICER	23.05	3,995.57	47,946.85	24.30	4,211.33	50,535.99	25.61	4,438.74	53,264.94	26.99	4,678.44	56,141.24	28.45	4,931.07	59,172.87
CRIME PREVENTION OFFICER	23.66	4,100.39	49,204.65	24.93	4,321.81	51,861.71	26.28	4,555.19	54,662.23	27.70	4,801.17	57,613.99	29.19	5,060.43	60,725.15
CUSTODIAN	19.95	3,458.20	41,498.44	21.03	3,644.95	43,739.35	22.16	3,841.77	46,101.25	23.36	4,049.23	48,590.72	24.62	4,267.89	51,214.63
DEVELOPMENT SERVICES COORDINATOR	28.23	4,892.38	58,708.56	29.75	5,156.57	61,878.82	31.36	5,435.02	65,220.28	33.05	5,728.51	68,742.17	34.83	6,037.85	72,454.25
ENGINEERING AIDE	19.13	3,315.62	39,787.43	20.16	3,494.66	41,935.96	21.25	3,683.38	44,200.52	22.40	3,882.28	46,587.35	23.61	4,091.92	49,103.07
ENVIRONMENTAL COMPLIANCE OFFICER	28.94	5,016.95	60,203.43	30.51	5,287.87	63,454.42	32.15	5,573.41	66,880.96	33.89	5,874.38	70,492.54	35.72	6,191.59	74,299.12
EQUIPMENT MECHANIC	26.08	4,521.37	54,256.47	27.49	4,765.53	57,186.33	28.98	5,022.87	60,274.39	30.54	5,294.10	63,529.21	32.19	5,579.98	66,959.78
EXECUTIVE ASSISTANT TO CITY ADMINISTRATOR	29.53	5,118.85	61,426.18	31.13	5,395.26	64,743.18	32.81	5,686.61	68,239.32	34.58	5,993.69	71,924.23	36.45	6,317.35	75,808.15
FACILITIES MAINTENANCE TECH	25.93	4,495.30	53,943.62	27.33	4,738.05	56,856.57	28.81	4,993.90	59,926.84	30.37	5,263.57	63,162.88	32.01	5,547.81	66,573.66
FACILITIES MAINTENANCE TECH II	27.40	4,748.59	56,983.05	28.88	5,005.01	60,060.12	30.43	5,275.28	63,303.36	32.08	5,560.14	66,721.73	33.81	5,860.39	70,324.71
GIS SPECIALIST	24.13	4,182.03	50,184.34	25.43	4,407.86	52,894.30	26.80	4,645.88	55,750.59	28.25	4,896.76	58,761.12	29.78	5,161.18	61,934.22
GIS TECHNICIAN	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
HUMAN RESOURCE TECHNICIAN	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
INFORMATION TECHNOLOGY TECH	30.80	5,338.43	64,061.11	32.46	5,626.70	67,520.42	34.21	5,930.54	71,166.52	36.06	6,250.79	75,009.50	38.01	6,588.33	79,060.01
MAINTENANCE CREW LEADER	26.62	4,613.58	55,362.94	28.05	4,862.71	58,352.53	29.57	5,125.30	61,503.55	31.17	5,402.06	64,824.76	32.85	5,693.77	68,325.29

	STEP A			STEP B				STEP C			STEP D				
JOB CLASS	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
MAINTENANCE WORKER	23.66	4,100.39	49,204.64	24.93	4,321.81	51,861.67	26.28	4,555.18	54,662.21	27.70	4,801.16	57,613.96	29.19	5,060.43	60,725.11
MANAGEMENT ASSISTANT	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
MEDIA SERVICES SPECIALIST	28.23	4,892.38	58,708.57	29.75	5,156.57	61,878.83	31.36	5,435.02	65,220.30	33.05	5,728.52	68,742.21	34.83	6,037.86	72,454.27
OFFICE ASSISTANT	18.63	3,229.22	38,750.69	19.64	3,403.60	40,843.23	20.70	3,587.40	43,048.76	21.81	3,781.11	45,373.38	22.99	3,985.30	47,823.54
OFFICE CLERK	20.65	3,579.21	42,950.53	21.76	3,772.49	45,269.86	22.94	3,976.20	47,714.43	24.18	4,190.92	50,291.03	25.48	4,417.23	53,006.73
OFFICE SPECIALIST	22.00	3,812.59	45,751.13	23.18	4,018.48	48,221.70	24.44	4,235.47	50,825.68	25.75	4,464.19	53,570.25	27.15	4,705.25	56,463.06
PARKING CONTROL OFFICER	19.95	3,458.20	41,498.44	21.03	3,644.95	43,739.35	22.16	3,841.77	46,101.25	23.36	4,049.23	48,590.72	24.62	4,267.89	51,214.63
PLANNING AIDE	19.13	3,315.62	39,787.43	20.16	3,494.66	41,935.96	21.25	3,683.38	44,200.52	22.40	3,882.28	46,587.35	23.61	4,091.92	49,103.07
PLANNING TECH	24.26	4,204.92	50,459.04	25.57	4,431.99	53,183.82	26.95	4,671.31	56,055.74	28.41	4,923.56	59,082.74	29.94	5,189.43	62,273.20
POLICE CIVILIAN INVESTIGATOR	31.95	5,537.92	66,454.98	33.67	5,836.96	70,043.56	35.49	6,152.16	73,825.92	37.41	6,484.38	77,812.52	39.43	6,834.53	82,014.40
POLICE PROPERTY TECHNICIAN	28.53	4,944.38	59,332.58	30.07	5,211.38	62,536.54	31.69	5,492.79	65,913.52	33.40	5,789.41	69,472.86	35.20	6,102.03	73,224.40
POLICE SERVICE OFFICER	23.05	3,995.57	47,946.85	24.30	4,211.33	50,535.99	25.61	4,438.74	53,264.94	26.99	4,678.44	56,141.24	28.45	4,931.07	59,172.87
POLICE SERVICES SUPERVISOR	33.55	5,815.14	69,781.73	35.36	6,129.16	73,549.94	37.27	6,460.14	77,521.63	39.28	6,808.98	81,707.80	41.40	7,176.67	86,120.01
PUBLIC SAFETY COMMUNICATION SUPERVISOR - DISPATCH	43.56	7,550.55	90,606.60	45.91	7,958.28	95,499.36	48.39	8,388.03	100,656.32	51.01	8,840.98	106,091.76	53.76	9,318.39	111,820.72
PUBLIC SAFETY DISPATCHER	31.36	5,435.03	65,220.34	33.05	5,728.52	68,742.25	34.83	6,037.86	72,454.34	36.71	6,363.91	76,366.89	38.70	6,707.56	80,490.69
PUBLIC WORKS INSPECTOR	30.40	5,268.59	63,223.07	32.04	5,553.09	66,637.12	33.77	5,852.96	70,235.52	35.59	6,169.02	74,028.24	37.51	6,502.15	78,025.76
SENIOR ACCOUNTING TECHNICIAN	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
SENIOR ADMINISTRATIVE ASSISTANT	28.23	4,892.38	58,708.57	29.75	5,156.57	61,878.83	31.36	5,435.02	65,220.30	33.05	5,728.52	68,742.21	34.83	6,037.86	72,454.27
SENIOR BUILDING INSPECTOR	31.15	5,399.30	64,791.56	32.83	5,690.86	68,290.31	34.60	5,998.17	71,977.98	36.47	6,322.07	75,864.80	38.44	6,663.46	79,961.49
SENIOR CODE ENFORCEMENT OFFICER	30.80	5,338.43	64,061.11	32.46	5,626.70	67,520.42	34.21	5,930.54	71,166.52	36.06	6,250.79	75,009.50	38.01	6,588.33	79,060.01
SENIOR CUSTODIAN	24.37	4,223.40	50,680.78	25.68	4,451.46	53,417.52	27.07	4,691.84	56,302.08	28.53	4,945.20	59,342.38	30.07	5,212.24	62,546.87
SENIOR ENGINEERING AIDE	27.40	4,748.59	56,983.05	28.88	5,005.01	60,060.12	30.43	5,275.28	63,303.36	32.08	5,560.14	66,721.73	33.81	5,860.39	70,324.71
SENIOR HUMAN RESOURCE TECHNICIAN	28.53	4,944.38	59,332.58	30.07	5,211.38	62,536.54	31.69	5,492.79	65,913.52	33.40	5,789.41	69,472.86	35.20	6,102.03	73,224.40

		STEP A			STEP B			STEP C			STEP D)			
JOB CLASS	Hr.	Monthly	Annual												
ACCOUNT CLERK	21.68	3,758.17	45,098.06	22.85	3,961.11	47,533.35	24.09	4,175.01	50,100.15	25.39	4,400.47	52,805.58	26.76	4,638.09	55,657.07
ACCOUNTING TECHNICIAN	25.47	4,415.17	52,981.99	26.85	4,653.58	55,843.01	28.30	4,904.88	58,858.53	29.83	5,169.74	62,036.88	31.44	5,448.91	65,386.86
ADMINISTRATIVE ASSISTANT	25.33	4,391.13	52,693.56	26.70	4,628.25	55,539.01	28.14	4,878.18	58,538.11	29.66	5,141.60	61,699.16	31.26	5,419.24	65,030.93
ADMINISTRATIVE SPECIALIST	27.11	4,699.55	56,394.64	28.58	4,953.33	59,439.93	30.12	5,220.81	62,649.69	31.75	5,502.73	66,032.79	33.46	5,799.88	69,598.55
ASSISTANT PLANNER	30.78	5,336.03	64,032.35	32.45	5,624.18	67,490.11	34.20	5,927.88	71,134.57	36.05	6,247.99	74,975.83	37.99	6,585.38	79,024.54
BUILDING INSPECTOR	32.34	5,605.35	67,264.16	34.08	5,908.04	70,896.44	35.93	6,227.07	74,724.85	37.87	6,563.33	78,759.98	39.91	6,917.75	83,013.01
BUILDING PERMIT TECHNICIAN	25.47	4,415.17	52,981.99	26.85	4,653.58	55,843.01	28.30	4,904.88	58,858.53	29.83	5,169.74	62,036.88	31.44	5,448.91	65,386.86
CITY CLERK SPECIALIST	27.11	4,699.55	56,394.64	28.58	4,953.33	59,439.95	30.12	5,220.81	62,649.71	31.75	5,502.73	66,032.79	33.46	5,799.88	69,598.56
CODE ENFORCEMENT OFFICER	29.64	5,137.00	61,643.99	31.24	5,414.40	64,972.77	32.92	5,706.78	68,481.31	34.70	6,014.94	72,179.32	36.58	6,339.75	76,076.99
COMMUNITY SERVICES COORDINATOR	27.11	4,699.55	56,394.64	28.58	4,953.33	59,439.93	30.12	5,220.81	62,649.69	31.75	5,502.73	66,032.79	33.46	5,799.88	69,598.55
COMMUNITY SERVICES OFFICER	24.20	4,195.35	50,344.20	25.51	4,421.90	53,062.78	26.89	4,660.68	55,928.18	28.34	4,912.36	58,948.30	29.87	5,177.63	62,131.51
CRIME PREVENTION OFFICER	24.84	4,305.41	51,664.88	26.18	4,537.90	54,454.79	27.59	4,782.95	57,395.35	29.08	5,041.22	60,494.69	30.65	5,313.45	63,761.41
CUSTODIAN	20.95	3,631.11	43,573.36	22.08	3,827.19	45,926.31	23.27	4,033.86	48,406.31	24.53	4,251.69	51,020.26	25.85	4,481.28	53,775.36
DEVELOPMENT SERVICES COORDINATOR	29.64	5,137.00	61,643.98	31.24	5,414.40	64,972.76	32.92	5,706.77	68,481.29	34.70	6,014.94	72,179.27	36.58	6,339.75	76,076.97
ENGINEERING AIDE	20.09	3,481.40	41,776.80	21.17	3,669.40	44,032.76	22.31	3,867.55	46,410.54	23.52	4,076.39	48,916.71	24.79	4,296.52	51,558.23
ENVIRONMENTAL COMPLIANCE OFFICER	30.39	5,267.80	63,213.60	32.03	5,552.26	66,627.14	33.76	5,852.08	70,225.01	35.59	6,168.10	74,017.16	37.51	6,501.17	78,014.08
EQUIPMENT MECHANIC	27.39	4,747.44	56,969.30	28.87	5,003.80	60,045.64	30.43	5,274.01	63,288.11	32.07	5,558.81	66,705.67	33.80	5,858.98	70,307.77
EXECUTIVE ASSISTANT TO CITY ADMINISTRATOR	31.01	5,374.79	64,497.48	32.68	5,665.03	67,980.34	34.45	5,970.94	71,651.29	36.31	6,293.37	75,520.45	38.27	6,633.21	79,598.56
FACILITIES MAINTENANCE TECH	27.23	4,720.07	56,640.81	28.70	4,974.95	59,699.39	30.25	5,243.60	62,923.18	31.89	5,526.75	66,321.02	33.61	5,825.20	69,902.35
FACILITIES MAINTENANCE TECH II	28.77	4,986.02	59,832.20	30.32	5,255.26	63,063.12	31.96	5,539.04	66,468.52	33.68	5,838.15	70,057.81	35.50	6,153.41	73,840.94
GIS SPECIALIST	25.33	4,391.13	52,693.56	26.70	4,628.25	55,539.01	28.14	4,878.18	58,538.12	29.66	5,141.60	61,699.17	31.26	5,419.24	65,030.93
GIS TECHNICIAN	28.54	4,946.98	59,363.79	30.08	5,214.12	62,569.44	31.71	5,495.68	65,948.20	33.42	5,792.45	69,509.42	35.22	6,105.24	73,262.93
HUMAN RESOURCE TECHNICIAN	28.54	4,946.98	59,363.79	30.08	5,214.12	62,569.44	31.71	5,495.68	65,948.20	33.42	5,792.45	69,509.42	35.22	6,105.24	73,262.93
INFORMATION TECHNOLOGY TECH	32.34	5,605.35	67,264.16	34.08	5,908.04	70,896.44	35.93	6,227.07	74,724.85	37.87	6,563.33	78,759.98	39.91	6,917.75	83,013.01
MAINTENANCE CREW LEADER	27.95	4,844.26	58,131.09	29.46	5,105.85	61,270.16	31.05	5,381.56	64,578.73	32.72	5,672.17	68,066.00	34.49	5,978.46	71,741.55

	STEP A			STEP B				STEP C			STEP D				
JOB CLASS	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
MAINTENANCE WORKER	24.84	4,305.41	51,664.87	26.18	4,537.90	54,454.76	27.59	4,782.94	57,395.32	29.08	5,041.22	60,494.66	30.65	5,313.45	63,761.37
MANAGEMENT ASSISTANT	28.54	4,946.98	59,363.79	30.08	5,214.12	62,569.44	31.71	5,495.68	65,948.20	33.42	5,792.45	69,509.42	35.22	6,105.24	73,262.93
MEDIA SERVICES SPECIALIST	29.64	5,137.00	61,643.99	31.24	5,414.40	64,972.77	32.92	5,706.78	68,481.31	34.70	6,014.94	72,179.32	36.58	6,339.75	76,076.99
OFFICE ASSISTANT	19.56	3,390.69	40,688.23	20.62	3,573.78	42,885.39	21.73	3,766.77	45,201.20	22.90	3,970.17	47,642.05	24.14	4,184.56	50,214.72
OFFICE CLERK	21.68	3,758.17	45,098.06	22.85	3,961.11	47,533.35	24.09	4,175.01	50,100.15	25.39	4,400.47	52,805.58	26.76	4,638.09	55,657.07
OFFICE SPECIALIST	23.10	4,003.22	48,038.68	24.34	4,219.40	50,632.79	25.66	4,447.25	53,366.96	27.04	4,687.40	56,248.77	28.50	4,940.52	59,286.21
PARKING CONTROL OFFICER	20.95	3,631.11	43,573.36	22.08	3,827.19	45,926.31	23.27	4,033.86	48,406.31	24.53	4,251.69	51,020.26	25.85	4,481.28	53,775.36
PLANNING AIDE	20.09	3,481.40	41,776.80	21.17	3,669.40	44,032.76	22.31	3,867.55	46,410.54	23.52	4,076.39	48,916.71	24.79	4,296.52	51,558.23
PLANNING TECH	25.47	4,415.17	52,981.99	26.85	4,653.58	55,843.01	28.30	4,904.88	58,858.53	29.83	5,169.74	62,036.88	31.44	5,448.91	65,386.86
POLICE CIVILIAN INVESTIGATOR	33.55	5,814.81	69,777.73	35.36	6,128.81	73,545.74	37.27	6,459.77	77,517.22	39.28	6,808.60	81,703.14	41.40	7,176.26	86,115.12
POLICE PROPERTY TECHNICIAN	29.95	5,191.60	62,299.21	31.57	5,471.95	65,663.37	33.27	5,767.43	69,209.19	35.07	6,078.88	72,946.50	36.96	6,407.13	76,885.62
POLICE SERVICE OFFICER	24.20	4,195.35	50,344.20	25.51	4,421.90	53,062.78	26.89	4,660.68	55,928.18	28.34	4,912.36	58,948.30	29.87	5,177.63	62,131.51
POLICE SERVICES SUPERVISOR	35.23	6,105.90	73,270.82	37.13	6,435.62	77,227.43	39.13	6,783.14	81,397.71	41.25	7,149.43	85,793.19	43.47	7,535.50	90,426.01
PUBLIC SAFETY COMMUNICATION SUPERVISOR - DISPATCH	45.74	7,928.08	95,136.93	48.21	8,356.19	100,274.32	50.81	8,807.43	105,689.14	53.56	9,283.03	111,396.35	56.45	9,784.31	117,411.75
PUBLIC SAFETY DISPATCHER	32.92	5,706.78	68,481.36	34.70	6,014.95	72,179.36	36.58	6,339.75	76,077.05	38.55	6,682.10	80,185.23	40.63	7,042.94	84,515.22
PUBLIC WORKS INSPECTOR	31.92	5,532.02	66,384.23	33.64	5,830.75	69,968.97	35.46	6,145.61	73,747.29	37.37	6,477.47	77,729.66	39.39	6,827.25	81,927.05
SENIOR ACCOUNTING TECHNICIAN	28.54	4,946.98	59,363.79	30.08	5,214.12	62,569.44	31.71	5,495.68	65,948.20	33.42	5,792.45	69,509.42	35.22	6,105.24	73,262.93
SENIOR ADMINISTRATIVE ASSISTANT	29.64	5,137.00	61,643.99	31.24	5,414.40	64,972.77	32.92	5,706.78	68,481.31	34.70	6,014.94	72,179.32	36.58	6,339.75	76,076.99
SENIOR BUILDING INSPECTOR	32.71	5,669.26	68,031.14	34.47	5,975.40	71,704.82	36.34	6,298.07	75,576.88	38.30	6,638.17	79,658.04	40.37	6,996.63	83,959.56
SENIOR CODE ENFORCEMENT OFFICER	32.34	5,605.35	67,264.16	34.08	5,908.04	70,896.44	35.93	6,227.07	74,724.85	37.87	6,563.33	78,759.98	39.91	6,917.75	83,013.01
SENIOR CUSTODIAN	25.58	4,434.57	53,214.82	26.97	4,674.03	56,088.40	28.42	4,926.43	59,117.18	29.96	5,192.46	62,309.50	31.57	5,472.85	65,674.21
SENIOR ENGINEERING AIDE	28.77	4,986.02	59,832.20	30.32	5,255.26	63,063.12	31.96	5,539.04	66,468.52	33.68	5,838.15	70,057.81	35.50	6,153.41	73,840.94
SENIOR HUMAN RESOURCE TECHNICIAN	29.95	5,191.60	62,299.21	31.57	5,471.95	65,663.37	33.27	5,767.43	69,209.19	35.07	6,078.88	72,946.50	36.96	6,407.13	76,885.62

APPENDIX "B" - 1995 INSURANCE BENEFITS CHANGES

Section 3. Insurances

Tier I - Employees, hired prior to November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, the City shall continue to pay its normal contribution for medical, dental, optical, and life insurances for all eligible employees. These benefits shall be considered to be vested for employees hired prior to November 21, 1995. Retired employees receiving these insurances shall, if eligible enroll in, and pay for Medicare, Part B, at their earliest eligible date, as primary carrier. Employees retiring with industrial disability shall not be eligible for this benefit.

Tier II - Employees, hired on or after November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, Tier II employees shall have the option of participating in a post-retirement insurance benefit program at their own cost. Employees retiring for industrial disability shall not be eligible for this benefit.

CITY agrees that PCEA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded post-retirement benefits program for employees hired after November 21, 1995.

APPENDIX "C"- CASUAL DRESS CODE

Each Department Head, with the approval of the City Administrator, has the discretion to develop a more comprehensive dress code appropriate for employees' department.

GENERAL GUIDELINES

The City of Placentia is a public service delivery organization. All employees should dress appropriately for this business environment and in keeping with employees' work assignment. Public image plays an important role in developing and maintaining support for the organization. To maintain the confidence and respect of the citizens and other customers, each employee must exercise professional judgment as they choose workplace attire.

Business Casual does not mean sloppy. Clothing should be clean, wrinkle free, and without holes and frayed areas. **Uniformed employees are required to dress per department standards**; all other employees may dress causal in accordance with the following guidelines:

- Neat, business casual attire.
- Casual slacks no blue jeans except on Thursday or Friday.
- No T-shirts.
- Professional business attire will be required for meetings with outside agencies or night meetings.
- Please do <u>NOT</u> wear clothing with writing or messages, shorts, sandals for men or slippers for men or women.
- For Thursdays/Fridays ONLY blue jeans are acceptable.
 City shirts are acceptable anytime.

Each employee's supervisor can make determinations as to the appropriateness of an employee's attire pursuant to this policy. If, in the opinion of the supervisor, an employee is not adhering to the intent of this policy, the supervisor will inform that person that he/she must dress in accordance with this policy. In severe cases, after consulting with the Department Head and the Human Resources Department, the supervisor may send the person home to change as directed. In that event, time away from work will not be considered hours worked. An employee may use PTO time, compensatory, floating holiday, or administrative leave for such time away from work. This casual dress code will be adhered to unless it is superseded by a City Administrative Policy.