

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWPORT BEACH
AND
NEWPORT BEACH PROFESSIONAL AND TECHNICAL
EMPLOYEES ASSOCIATION



July 1, 2015 through December 31, 2018

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWPORT BEACH
AND
NEWPORT BEACH PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION**

TABLE OF CONTENTS

Preamble

Section 1. General Provisions

Recognition.....	1
Duration of Memorandum	2
Release Time	2
Scope.....	2
Conclusiveness	3
Modifications	4
Employee Data and Access	5

Section 2. Compensation

Salary	5
Normal Overtime	5
Call-Back Duty	6
Accumulation of Compensatory Time Off	6
Night Shift Differential	7
Associate Civil Engineer and Junior Civil Engineer	7
Certificate Pay.....	7
Court Time	7
Acting Pay	7
Bi-lingual Pay	8
Assignment Pay	8
Weekend Standby.....	8
One-Time Payment.....	8

Section 3. Leaves

Flex Leave.....	9
Vacation Leave	10
Sick Leave.....	10
Holiday Leave	11
Bereavement Leave	12
Leave Sellback.....	13

Section 4. Fringe Benefits

Insurance 13
Additional Insurance Programs 15
Employee Assistance Program 16
The Retirement Benefit 16
LIUNA Supplemental Pension..... 18
Retiree Medical Benefit..... 18
Tuition Reimbursement..... 23

Section 5. Miscellaneous/Working Conditions

Reduction in Force/Layoffs 24
Recruitment and Selection 26
9/80 Scheduling Plan 26
Labor Management Committee..... 27
Grievance Procedure 27
Probation..... 28
Salary on Reclassification 29
Employee Handbook..... 29
Direct Deposit..... 30
Uniforms..... 30
Separability 30

EXHIBIT A: Represented Job Classifications and Pay Rates 32
EXHIBIT B: Approved Certifications 35

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWPORT BEACH AND
NEWPORT BEACH PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is entered into with reference to the following:

PREAMBLE

1. The Newport Beach Professional and Technical Employees Association ("NBPTEA"), a recognized employee organization, affiliated with Laborers' International Union of North America, Local 777 (LIUNA), and the City of Newport Beach ("City"), a municipal corporation and charter city, have been meeting and conferring, in good faith, with respect to wages, hours, fringe benefits and other terms and conditions of employment.
2. NBPTEA representatives and City representatives have reached a tentative agreement as to wages, hours and other terms and conditions of employment to apply to all affected employees for *a three and one-half year period, from July 1, 2015 through December 31, 2018*. Said employees desire to reduce their agreement to writing, and to present such agreement, in the form of this MOU, to the city Council of the City of Newport Beach for approval.
3. This MOU, upon approval by NBPTEA and the Newport Beach City Council, represents the total and complete understanding and agreement between the parties regarding all matters within the scope of representation.

SECTION 1. – General Provisions

A. Recognition

In accordance with the provisions of the Charter of the City of Newport Beach, the Meyers-Milias-Brown Act of the State of California and the provisions of the Employer's/Employee Labor Relations Resolution No. 2001-50, the City acknowledges that NBPTEA is the majority representative for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for all employees in those classifications specified in Exhibit "A" or as appropriately modified in accordance with the Employer/Employee Resolution. All other classifications and positions not specifically included within Exhibit "A" are excluded from representation by NBPTEA.

B. Duration of Memorandum

1. Except as specifically provided otherwise, any ordinance, resolution or action of the City Council necessary to implement this MOU shall be considered *effective as of July 1, 2015. This MOU shall remain in full force and effect until December 31, 2018* and the provisions of this MOU shall continue after the date of expiration of this MOU in the event the parties are meeting and conferring on a successor MOU.
2. The terms and conditions of this MOU shall prevail over conflicting provisions of the Newport Beach City Charter, the ordinances, resolutions and policies of the City of Newport Beach, federal and state statutes, rules and regulations which either specifically provide that agreements such as this prevail, confer rights which may be waived by any collective bargaining agreement, or are, pursuant to decisional or statutory law, superseded by the provisions of an agreement similar to this MOU.

C. Release Time

1. Three NBPTEA officers designated by the NBPTEA shall collectively be granted an annual maximum of 150 hours paid release time, for the conduct of NBPTEA business. Such time shall be exclusive of actual time spent in collective bargaining and shall be scheduled at the discretion of the NBPTEA officer. Every effort will be made to schedule this time to avoid interference with City operations.
2. Release time designees shall be identified annually and notice shall be provided to the City. Release time incurred shall be reported regularly in the form and manner prescribed by the City.
3. Activities performed on release time shall include representation of members in rights disputes; preparation for collective bargaining activities, and distribution of NBPTEA written communication in the work place.
4. Each January the City will examine the number of Release Time hours the Association used the preceding year. If the Association used in excess of 75% of the hours normally granted (150), the Association will be granted an additional 30 hours for that year.

D. Scope

1. All present written rules and current established practices and employees' rights, privileges and benefits that are within the scope of representation

shall remain in full force and effect during the term of this MOU unless specifically amended by the provisions of this MOU.

2. The practical consequences of a Management Rights decision on wages, hours, and other terms and conditions of employment shall be subject to the grievance procedures.
3. Pursuant to this MOU, the City reserves and retains all of its inherent exclusive and non-exclusive managerial rights, powers, functions and authorities ("Management Rights") as set forth in Resolution No. 2001-50. Management Rights include, but are not limited to, the following:
 - (a) the determination of the purposes and functions of City Departments;
 - (b) the establishment of standards of service;
 - (c) to assign work to employees as deemed appropriate;
 - (d) the direction and supervision of its employees;
 - (e) the discipline of employees;
 - (f) the power to relieve employees from duty for lack of work or other legitimate reasons;
 - (g) to maintain the efficiency of operations;
 - (h) to determine the methods, means and personnel by which operations are to be conducted;
 - (i) the right to take all necessary actions to fulfill the Department's responsibilities in the event of an emergency; and
 - (j) the exercise of complete control and discretion over the manner of organization, and the appropriate technology, best suited to the performance of departmental functions.

The practical consequences of a Management Rights decision on wages, hours, and other terms and conditions of employment shall be subject to the grievance procedures.

E. Conclusiveness

With the exception of a separate MOU covering retirement issues, this MOU contains all of the covenants, stipulations, and provisions agreed

upon by the parties. Therefore, for the life of this MOU, neither party shall be compelled, and each party expressly waives its rights to request the other to meet and confer concerning any issue within the scope of representation except as expressly provided herein or by mutual agreement of the parties. No representative of either party has the authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the execution of this MOU and not set forth herein.

As provided in the Employer-Employee Relations Resolution No. 2001-50, the City shall determine the manner in which City services are to be provided, including whether the City should provide services directly or contract out work, including work that is currently being performed by Association members. In the event the City introduces a plan to outsource services currently being performed by Association members to achieve greater efficiency and/or cost savings, and upon request by the Association, the City shall meet and confer with Association representatives to discuss the impacts of the City's decision to contract out work. The City shall retain sole authority to decide whether or not to contract out work, including work that is currently being performed by Association members. This provision shall not limit the City's authority to enter into such an agreement for any City services.

F. Modifications

Any agreement, understanding, waiver or modification of any of the terms or provisions of this MOU shall not be binding upon the parties unless contained in a written document executed by authorized representatives of the parties.

The parties have determined certain contract provisions may be outdated or inconsistent with policy, charter, or Federal, State or local law. Effective during the term of the MOU City and Association representatives will review the contract document with the intent of proposing simplified and appropriate language, content and formatting.

No changes to this MOU shall be effective unless approved by City Council.

G. Employee Data and Access

In January and July of each year, the NBPTA will be provided with a listing of all unit members. The listing will include name, department, and job title. Information concerning the NBPTA prepared by the NBPTA will be provided to new employees at the time of orientation. NBPTA officials shall be entitled to solicit membership from employees who are not members.

SECTION 2. – Compensation

A. Salary

Base salary increases for all NBPTEA represented classifications shall be as follows, and as specified in Exhibit A:

Effective the pay period that includes January 1, 2016, base salaries will be increased by 2.65%.

Effective the pay period that includes January 1, 2017, base salaries will be increased by 2.65%.

Effective the pay period that includes January 1, 2018, base salaries will be increased by 2.65%.

B. Normal Overtime

1. Definitions

- (a) Miscellaneous Employee - An employee designated as a Miscellaneous member of the Public Employees Retirement System (PERS).
- (b) Overtime - Normal overtime is defined as any scheduled hours worked in excess of the basic work week. For the purposes of this section, the basic work week is 40 hours, or as determined by the Department Director and approved by the City Manager which occurs between a fixed and regularly recurring period of 168 hours - 7 consecutive 24 hour periods - beginning at 0001 on Saturday and ending at midnight the following Friday.
- (c) Hours Worked - Hours worked are defined as hours which employees are required to be performing their regular duties or other duties assigned by the City.
- (d) Incidental Overtime - Incidental overtime is any extension of the basic work shift of less than 1/10 of an hour that is non-recurrent.

2. Compensation

Overtime for all non-exempt employees shall be paid at one-and-one-half (1-1/2) times the employee's regular rate of pay.

Reporting of overtime on payroll forms will be as prescribed by the Finance Director. Incidental overtime is not compensable.

3. Overtime Pay Calculations During Week Including Holiday(s)

For the purpose of calculating overtime, holidays occurring during the regular work week will count as time worked. The floating holiday is excluded from this provision.

C. Call-Back Duty

1. Defined

Call back duty requires the employee to respond to a request to return to his/her work station after the normal work shift has been completed and the employee has left his/her normal work station. Those periods of overtime which had been scheduled by the Department Director prior to the end of the normal work shift are not considered call-back duty.

2. Compensation

All personnel eligible for overtime pay shall be guaranteed two (2) hours pay, or pay for one-and-one-half (1-1/2) times the number of hours worked, whichever is greater. Reporting of overtime on payroll forms will be prescribed by the Administrative Services Director.

D. Accumulation of Compensatory Time Off

City employees represented by the NBPTEA and classified as non-exempt may receive compensatory time off, in lieu of cash, as compensation for overtime hours worked. Compensatory time shall be calculated at the rate of one-and-one-half (1 ½) hours for each hour of overtime worked beyond the 40 hour limit of the work week. Compensatory time is to be granted only when the employer and employee agree that the application of "comp time" is a desirable substitute for the payment of cash for overtime. Call-back time may be converted to comp time with supervisor approval.

Employees may accumulate up to eighty (80) hours of Compensatory Time. Any hours in excess of eighty (80) will be paid off. Accumulation in excess of the eighty (80) hours may be approved at the discretion of Department Director.

E. Night Shift Differential

The City agrees to pay \$1.00 per hour night shift differential for Employees working a regularly scheduled work shift of which four or more hours are worked between the hours of 5 p.m. and 5 a.m. Overtime worked as an extension of an assigned day shift shall not qualify an employee for night shift differential. The differential pay is paid only for hours actually worked.

F. Associate Civil Engineer and Junior Civil Engineer

Employees in the class of Associate Civil Engineer and Junior Civil Engineer who are registered by the State of California shall receive an additional compensation of five (5%) percent of base pay per month.

G. Certificate Pay

The City and Association established a certificate pay program for non-required job related certificates beneficial to City operations. Effective January 1, 2013, the Certificate Pay program was modified to eliminate "inactive" certificates and "sunset" certain active certificates. Employees currently receiving a "sunset" certificate are considered grandfathered under the program, but no further employees will be eligible. The complete list of eligible certificates and the corresponding benefit is listed in Exhibit B. All other procedures associated with Certificate Pay remain in effect.

H. Court Time

Employees who are required to appear in Court during their off-duty hours in connection with City business shall receive overtime compensation for the number of hours they spend in court, with a minimum of two (2) hours of such compensation.

I. Acting Pay

NBPTEA employees will be eligible to receive "acting pay" only after completing 80 consecutive hours in the higher classification. Acting pay is 107.5% of the employee's base pay rate.

Once the minimum hours requirement has been satisfied, acting pay will be granted for all hours worked above 40 hours beginning with the 41st hour worked in the higher classification.

J. Bi-lingual Pay

Upon determination of the Department Director that an employee's ability to speak, read and/or write in Spanish contributes to the Department providing better service to the public, the employee shall be eligible to receive One Hundred Fifty (\$150.00) Dollars per month in bi-lingual pay. The certification process will confirm that the employee is fluent at the street conversational level in speaking, reading and/or writing Spanish. Employees certified shall receive bi-lingual pay the first full pay period following certification.

Additional languages may be certified for compensation pursuant to this section by the Department Director with the concurrence of the Human Resources Director.

K. Assignment Pay

An employee appointed by the Community Development Director to regularly perform the duties of the Zoning Administrator as set forth in the Zoning Code shall be provided temporary assignment pay at five percent (5%) above the employee's base pay, to be paid on an hourly basis for all hours worked in the assignment. This assignment pay is temporary and will cease once the employee is no longer performing the duties of the Zoning Administrator.

An Assistant Planner appointed by the Planning Director to regularly perform the lead duties at the Plan Check Counter shall be provided temporary assignment pay at five (5%) percent above the employee's base pay, paid on an hourly basis for all hours worked in the assignment. This assignment pay will cease once the employee is no longer performing the duties of the lead person at the Plan Check Counter.

L. Weekend Standby

Information Technology staff assigned Standby for the purpose of responding to calls for service during the weekend shall be paid \$3 per hour for each hour of assigned duty. Weekend will be defined as the 62 hours beginning on Friday at 5:00 p.m. and concluding Monday at 7:00 a.m. for a total of 62 hours per weekend. Standby compensation is not considered PERSable pay. This provision is not intended to be a guarantee of hours and the City shall retain the right to determine when Standby duty shall be assigned.

M. One-Time Payment

Following City Council adoption of this 2015-18 MOU, or as soon thereafter as reasonably practicable, currently employed unit members will

receive a one-time payment of \$2,400. The parties agree that this one-time payment does not meet the criteria under California Code of Regulations 571(b) as reportable compensation for retirement purposes.

SECTION 3 - Leaves

A. Flex Leave

Effective the pay period including January 1, 2013, all unit members shall accrue Flex leave at the following rates :

<u>Years of Continuous Service</u>	<u>Hrs Accrued per Pay Period</u>	<u>Annual hours</u>	<u>Maximum Allowable Balance (hours)</u>
<i>1 but less than 5</i>	<i>6.00</i>	<i>156.00</i>	<i>468.00</i>
<i>5 but less than 9</i>	<i>6.61</i>	<i>171.86</i>	<i>515.58</i>
<i>9 but less than 12</i>	<i>7.23</i>	<i>187.98</i>	<i>563.94</i>
<i>12 but less than 16</i>	<i>8.15</i>	<i>211.90</i>	<i>635.70</i>
<i>16 but less than 20</i>	<i>8.77</i>	<i>228.02</i>	<i>684.06</i>
<i>20 but less than 25</i>	<i>9.38</i>	<i>243.88</i>	<i>731.64</i>
<i>25 and over</i>	<i>10.00</i>	<i>260.00</i>	<i>780.00</i>

Members shall accrue three (3) months of Flex leave upon completion of three (3) months of continuous employment with the City of Newport Beach, provided however, this amount shall be reduced by any Flex leave time advanced during the first three (3) months of employment. At the completion of three months of employment, three (3) months of accrued Flex leave will be placed in the employee's account. Employees who are assigned to an 88 hour schedule per pay period will accrue time in proportionate amounts.

1. Limit on Accumulation

Employees may accrue flex leave up to an accumulated total equal to seventy eight (78) times the member's bi-weekly accrual rate. Any flex leave earned in excess of this level will be paid on an hour for hour basis in cash (spill over pay) at the employee's hourly rate of pay. Members hired prior to July 1, 1996 shall be paid for earned flex leave in excess of the maximum permitted accrual at the member's hourly rate of pay provided that they have utilized at least eighty (80) hours of flex leave the previous calendar year. Employees accruing at the 16 years of continuous service level or above shall be required to use 120 hours of flex leave the previous calendar year to receive such excess pay. Employees who have not utilized the required amount of leave the prior calendar year shall not be eligible to accrue time above the maximum accrual limit.

Employees first hired, or rehired by the City subsequent to July 1, 1996 shall not be eligible for flex leave spill over pay and shall not be entitled to accrue flex leave in excess of the flex leave accrual threshold.

2. Method of Use

Flex leave may not be taken in excess of that actually accrued and in no case, except for illness, may it be taken prior to the completion of an employee's initial probationary period.

The Department Director shall approve all requests for flex leave taking into consideration the needs of the Department, and whenever possible the seniority and wishes of the employee.

B. Vacation Leave

Due to the conversion of employees to the Flex leave program, former Vacation leave provision "B" is hereby removed and shall be referenced exclusively in prior MOUs.

B. Sick Leave

This section applies only to those Regular Full time Employees hired on or before January 1, 1990 and who have elected not to enroll in the Flex Leave program.

1. Basis for Accrual/Full-time Employees

Employees entitled to sick leave with pay shall accrue sick leave based on the number of hours in a normal work week for the position to which they are assigned in accordance with the following schedules:

<u>Service Time</u> <u>Accrual</u>	<u>Monthly</u> <u>Accrual</u>
0-1 year	4 hours
1-2 years	5 hours
2-3 years	6 hours
3-4 years	7 hours
4+	8 hours

2. Method of Use

(a) General

Sick leave may not be taken in excess of that actually accrued.

(b) Approval

Sick leave may be granted only at the direction of or with the approval of the Department Director and only for the purposes defined in Section 11.2 of the Employee Policy Manual.

3. Sick Leave Conversion

Employees who at the end of the calendar year have an accrued level of sick leave equal to or greater than the full value of 50 months of accrued sick leave, and who have used six or less days of sick leave during that calendar year will be permitted (only once per year) to convert up to six (6) days of sick leave to either salary or paid vacation at the value of 50% (maximum value of 3 days per year). Eligible sick leave days converted to cash shall be at the employee's option. Eligible sick leave days converted to paid vacation shall require the approval of the Department Director.

C. Holiday Leave

Subject to the provisions herein, the following days shall be observed as paid holidays by all unit members. For each designated holiday, except the Floating Holiday, employees shall receive an equivalent number of hours of paid leave or equivalent pay.

Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thurs. in November
Friday following Thanksgiving	
Christmas Eve	Last 1/2 of working day
Christmas Day	December 25
New Year's Eve	Last 1/2 of working day
New Year's Day	January 1
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Martin Luther King Day	3rd Monday in January
Floating Holiday	July 1 st - 1 day

Holidays will be paid based on the employee's regular work day schedule. For example, if an employee is on a 9/80 schedule and the holiday is observed on a day that the employee is regularly scheduled to work 9 hours, the employee is entitled to receive 9 hours of holiday pay. However, if an employee is on a 9/80 schedule and the holiday is observed on a day that the employee is regularly scheduled to work 8 hours, the employee is entitled to receive 8 hours of holiday pay. Employees will receive 8 hours of holiday pay annually for the Floating Holiday.

1. Holidays listed above (except the floating holiday) occurring on a Saturday shall be observed the preceding Friday. Holidays occurring on a Sunday shall be observed the following Monday. (Half day holidays shall be observed prior to the observed holiday).
2. Holiday pay will be paid only to employees who work their scheduled day before and scheduled day after a holiday or are on authorized leave (e.g. leave that has been reviewed and approved by the Department Director).
3. In addition, for all employees an additional 8 hours of floating holiday will be added to his/her vacation or flex leave accumulated total on the first pay period in July each year.

E. Bereavement Leave

Bereavement leave shall be defined as "the necessary absence from duty by an employee having a regular or probationary appointment because of the death or terminal illness in his/her immediate family." Unit members shall be entitled to five (5) working days of bereavement leave per calendar year per incident (terminal illness followed by death is considered one incident). Bereavement leave shall be administered in accordance with the provisions of the Employee Policy Manual. Leave hours need not be used consecutively, but should occur in proximate time to the occurrence. For the purposes of this section, immediate family shall mean an employee's father, mother, stepfather, stepmother, brother, sister, spouse/domestic partner, child, stepchild, grandparents and the employee's spouse's father, mother, brother, sister, child and grandparents. The provisions of this Section shall not diminish or reduce any rights a member may have pursuant to applicable provisions of State or Federal law. An employee requesting bereavement leave shall notify his/her supervisor as soon as possible of the need to take leave.

F. Leave Sellback

Twice annually, employees shall have the option of selling back on an hour for hour basis, accrued flex or vacation leave. In no event shall the flex or vacation leave balance be reduced below one hundred and sixty (160) hours. Hours sold back will be subject to the Retiree Health Savings Plan Part C contributions, per Section 4 (F), Retiree Medical. For the term of this MOU the Association has elected Part C contributions for Flex at 0%.

SECTION 4. – Fringe Benefits

A. Insurance

1. Benefits Information Committee

City has established a Benefits Information Committee (BIC) composed of one representative from each employee association group and up to three City representatives. The Benefits Information Committee has been established to allow the City to present data regarding carrier and coverage options, the cost of those options, appropriate coverage levels and other health programs. The purpose of the BIC is to provide each employee group with information about health insurance/programs and to receive timely input from associations regarding preferred coverage options and levels of coverage.

2. Medical Insurance

The City has implemented an IRS qualified Cafeteria Plan. In addition to the contribution amounts listed below, the City shall contribute the minimum CalPERS participating employer's contribution towards medical insurance for employees enrolled in a CalPERS medical plan, per Government Code Section 22892. Employees shall have the option of allocating Cafeteria Plan contributions towards the City's existing medical, dental and vision insurance/programs. The City and the Newport Beach Professional and Technical Employees Association will cooperate in pursuing additional optional benefits to be available through the Cafeteria Plan.

Unused Cafeteria Plan funds shall be payable to the employee as taxable cash back. Employees shall be allowed to change coverages in accordance with plan rules and during regular open enrollment period.

The parties recognize that from July 1, 2015 through December 31, 2015 the City has contributed \$1,549 per month (plus the PERS minimum contribution) toward the Cafeteria Plan.

Effective the first pay issue in January 2016, the City's contribution towards the Cafeteria Plan will increase by \$76 per month to \$1,625 (plus the minimum CalPERS participating employer's contribution).

Effective the first pay issue in January 2017, the City's contribution towards the Cafeteria Plan will increase by \$100 per month to \$1,725 (plus the minimum CalPERS participating employer's contribution).

NBPTEA members who do not enroll in any medical plan offered by the City must provide evidence of group medical insurance coverage, and execute an opt-out agreement releasing the City from any responsibility or liability to provide medical insurance coverage on an annual basis. *Effective January 1, 2016, or as soon thereafter is practicable following MOU adoption, the maximum cafeteria allowance provided to employees who execute an opt-out agreement is \$1,000 per month.*

3. Dental Insurance

The existing or comparable dental plans shall be maintained as part of the City's health plan offerings as agreed upon by the Benefits Information Committee.

4. Vision Insurance

The existing or a comparable vision plan shall be maintained as part of the City's health plan offerings as agreed upon by the Benefits Information Committee.

5. Healthcare Reform

The parties recognize that certain State and Federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings. *Effective July 2017, either party may request to reopen Section 4,A,(2) regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage.* In addition, should State or Federal laws concerning taxation of healthcare benefits change, the parties agree to meet and discuss the impact of such change.

B. Additional Insurance Programs

1. IRS Section 125 Flexible Spending Account

Section 125 of the Internal Revenue Code authorizes an employee to reduce taxable income for payment of allowable expenses such as child care and medical expenses. An Association member may request that medical, child care and other eligible expenses be paid or reimbursed by the Section 125 Plan out of the employee's account. The base salary of the employee will be reduced by the amount designated by the employee for reimbursable expenses.

2. Disability Insurance

The City shall provide Short-term (STD) and Long-term (LTD) disability insurance to all regular full time employees with the following provisions:

Weekly Benefit	66.67% gross weekly wages
Maximum Benefit	\$10,000/month
Minimum Benefit	\$15 (STD) and \$100 (LTD)
Waiting Period	30 Calendar Days (STD) 180 Calendar Days (LTD)

Employees shall not be required to exhaust accrued paid leaves prior to receiving benefits under the disability insurance program. Employees may not supplement the disability benefit with paid leave once the waiting period has been exhausted.

Concurrent with the commencement of this program, employees assumed responsibility for the payment of the disability insurance cost in the amount of one (1.0%) percent of base salary. Simultaneously, the City increased base wages by one (1.0%) percent.

3. Life Insurance

The City shall provide life insurance for all regular full-time employees in \$1,000 increments equal to one times the employee's annual salary up to a maximum of \$50,000. At age 70 the City-paid life insurance is reduced by 50% of the pre-70 amount. This amount remains in effect until the employee terminates from City employment.

C. Employee Assistance Program

City shall provide an Employee Assistance Program (EAP) through a properly licensed provider. Association members and their family members may access the EAP subject to provider guidelines.

D. The Retirement Benefit

1. Retirement Formula

The City contracts with California Public Employees Retirement System (PERS) to provide retirement benefits for its employees. Pursuant to prior agreements and state mandated reform, the City has implemented First, Second and Third Tier retirement benefits:

Tier 1: For employees hired by the City on or before November 23, 2012, the retirement formula shall be the 2.5% @ 55 calculated on the basis of the best/single highest year.

Tier 2: For employees first hired by the City between November 24 and December 31, 2012, or hired on or after January 1, 2013 and are current members of the retirement system, as defined in Public Employees Pension Reform Act, the retirement formula shall be 2% @ 60 calculated on the average 36 highest month's salary.

Tier 3: For employees first hired by the City on or after January 1, 2013, and who do not meet the Tier 2 criteria, the retirement formula shall be 2% @ 62 calculated on the average 36 highest month's salary.

2. Employee Contributions

The Association has agreed to share in the rising cost of pension obligations. Under the terms of this MOU, unit members will contribute additional amounts toward the PERS retirement benefit, to the extent permissible by law. Should any provision be deemed invalid, the City and Association agree to meet for the purpose of renegotiating employee retirement contributions. At the conclusion of this contract employees in each Tier will contribute 13% of pensionable pay toward the retirement benefit.

Employee retirement contributions that are in addition to the normal PERS Member Contribution shall be calculated on base pay, special pays, and other pays normally reported as "PERSable" compensation, and will be made on a pre-tax basis through payroll deduction, to the extent allowable by the government tax code. It is

recognized that these payments will not be reported to PERS as contributions toward either the Member or Employer rate, as provided under GC Section 20516(f).

Under a separate agreement, and ratified via a contract amendment with CalPERS in 2008, the modified normal member contribution for Tier 1 employees is 10.42% of pensionable compensation.

The parties recognize that from July 1, 2015 through December 31, 2015, NBPTEA members have been paying, in addition to the member contribution, a portion of the Employer rate under a 20516(f) cost sharing agreement. The normal Member rate and the cost sharing rate vary by Tier. However, the combined contribution rate for each Tier equals 12.35% of pensionable compensation, as provided in a prior agreement.

Tier 1 and Tier 2 Employees: Effective the pay period including January 1, 2016, Tier 1 and Tier 2 employees shall contribute an additional .35% of pensionable pay toward retirement costs pursuant to Government Code Section 20516 (f), for a total of 12.70%. Effective the pay period including January 1, 2017, Tier 1 and Tier 2 employees shall contribute an additional .30% of pensionable pay toward retirement costs for a total employee contribution of 13%.

Tier 3 Employees: The minimum statutory employee contribution for employees in Tier 3 is subject to the provisions of the Public Employees Pension Reform Act of 2012 (PEPRA) and equals 50% of the "total normal cost". *Effective the pay period including January 1, 2016, in addition to the statutorily required 50% contribution of total normal costs, Tier 3 employees shall make an additional contribution of base pay toward retirement pursuant to Government Code Section 20516(f), for a total employee contribution of 12.7%.*

Effective the pay period including January 1, 2017, in addition to the statutorily required 50% contribution of total normal costs, Tier 3 employees shall make an additional contribution of base pay toward retirement pursuant to Government Code Section 20516(f), for a total employee contribution of 13%.

In the event pension reform is modified by State or Federal legislation, resulting in changes to previously negotiated terms, the parties agree to meet and confer to discuss subsequent changes to the contract.

The City contracts with PERS for the 4th Level 1959 Survivors Insurance Benefit, \$500 Lump Sum Death Benefit, Sick Leave Credit, Military Service Credit, 2% Cost of Living Adjustment and the pre-retirement option settlement 2 death benefit (Section 21548).

E. LIUNA Supplemental Pension

The City shall contribute, on behalf of each unit member, one and one half percent (1.5%) of base salary into the LIUNA Supplemental Pension Fund. The City's sole obligation is to forward the agreed upon amount to the fund. The City is not responsible for, nor does it make any representation regarding, the payment of benefits to unit members.

Effective January 1, 2007, The City increased the base salary of all members by 1.5%, and then deducted that same amount as a mandatory employee contribution. For tax purposes, the contributions, although designated employee contributions, are being paid by the employer in lieu of contributions by the employee. The contributions are deemed "picked-up" and treated as employer contributions, thereby excluding the employee's gross income until distributed. Employees cannot opt out of the "pick-up," or receive the contributed amounts directly instead of having them paid to the plan. Participation at the same level will continue to be mandatory for members of the Association. In accordance with correspondence received from a legal expert retained by the City, this amount will not be taxable, except for Medicare. Minor changes to other compensation related items that are calculated from base salary will also result from this administrative change.

The Association agrees with the procedural change, and acknowledges that members who leave City employment prior to vesting in the LIUNA pension plan will still have no right to return of amounts contributed, or other recourse against the City concerning LIUNA.

The Association and LIUNA agree to defend, indemnify and hold harmless the City for its actions pursuant to this section.

F. Retiree Medical Benefit

1. Background

In 2005, the City and all Employee Associations agreed to replace the previous "defined benefit" retiree medical program with a new "defined contribution" program. The process of fully converting to the new program will be ongoing for an extended period. During the transition, employees and (then) existing retirees have been administratively classified into one of four categories. The benefit is structured differently for each of the categories. The categories are as follows:

- a. Category 1 - Employees newly hired after January 1, 2006.
- b. Category 2 - Active employees hired prior to January 1, 2006, whose age plus years of service as of January 1, 2006 was less than 50 (46 for public safety employees).
- c. Category 3 - Active employees hired prior to January 1, 2006, whose age plus years of service was 50 or greater (46 for public safety employees) as of January 1, 2006.
- d. Category 4 - Employees who had already retired from the City prior to January 1, 2006, and were participating in the previous retiree medical program.

2. Program Structure

This is an Integral Part Trust (IPT) Retiree Health Savings (RHS) Plan (formerly the Medical Expense Reimbursement Program, i.e.MERP)

a. For employees in Category 1, the program is structured as follows:

Each employee will have an individual RHS account for bookkeeping purposes, called his or her "Employee Account." This account will accumulate contributions to be used for health care expense after separation. All contributions to the plan are either mandatory employee contributions or City paid employer contributions, so they are not taxable to employees at the time of deposit. Earnings from investment of funds in the account are not taxable when posted to the account. Benefit payments are not taxable when withdrawn, because the plan requires that all distributions be spent for specified health care purposes.

Contributions will be in three parts.

Part A contributions (mandatory employee contributions): 1% of Salary.

Part B contributions (employer contributions): \$1.50 per month for each year of service plus year of age (updated every January 1st based on status as of December 31st of the prior year). Effective January 2008, this contribution will increase to \$2.50 per month.

Part C contributions (leave settlement as determined by Association):

The Association will determine the level of contribution for all employees it represents, subject to the following constraints. All employees within the Association must participate at the same level, except that Safety members and Non-safety members within an Association may have different levels. The participation level should be specified as a percentage of the leave balance on hand in each employee's leave bank at the time of separation from the City.

For example, if the Association wishes to specify 50% of the leave balance as the participation level, then each member leaving the City, or cashing out leave at any other time, would have the cash equivalent of 50% of the amount that is cashed out added to the RHS, on a pre-tax basis. The remaining 50% would be paid in cash as taxable income. Individual employees would not have the option to deviate from this breakout.

The Association has decided to participate in Part C contributions at the level of zero percent (0%) Flex and zero percent (0%) Sick Leave. This amount may be changed, on a go forward basis, as part of a future meet and confer process. However, the participation level must be the same for all employees within the Association. Additionally, the purpose and focus of these changes should be toward long-term, trend type adjustments. Due to IRS restrictions regarding "constructive receipt," the City will impose restrictions against frequent spikes or drops that appear to be tailored toward satisfying the desires of a group of imminent retirees.

Spillover pay and Compensatory Time are not eligible for Part C contributions.

Nothing in this section restricts taking leave for time off purposes.

Sick leave balances may also be included in the RHS Part C contributions, but only to the extent and within all the numeric parameters specified in the Employee Policy Manual. Section 11.21 of the Manual contains a schedule, which specifies the amount of sick leave that can be "cashed out," based on time of service. The manual also caps the number of hours that can be "cashed out" at 800, and specifies that sick leave hours are "cashed out" on a 2 for 1 basis (800 hours of sick leave are converted to 400 hours for cash purposes). Sick leave participation is a separate item from vacation/flex leave participation, and thresholds must be separately identified by the Association.

Part A contributions may be included in PERS compensation. Part B and Part C contributions will not be included in PERS compensation.

Part A contributions begin upon enrollment in the program and are credited to each RHS Employee Account each pay period. Eligibility for Part B contributions is set at five years of vested City employment. At that time, the City will credit the first five years' worth of Part B contributions into the Employee Account (interest does not accrue during that period). Thereafter, contributions are made bi-weekly. Part C deposits, if any, will be made at the time of employment separation.

Each Employee has a right to reimbursement of medical expenses (as defined below) from the Plan until the Employee Account balance is zero. This right is triggered upon separation. If an employee leaves the City prior to five years employment, only the Part A contributions and Part C leave settlement contributions, if any, will be in the RHS Employee Account. Such an employee will not be entitled to any Part B contributions. The exception to this is a full-time employee, participating in the program, who leaves the City due to industrial disability during the first five years of employment. In such cases, the employee will receive exactly five years' worth of Part B contributions, using the employee's age and compensation at the time of separation for calculation purposes. This amount will be deposited into the employee's RHS account at the time of separation.

Distributions from RHS Employee Accounts are restricted to use for health insurance and medical care expenses after separation, as defined by the Internal Revenue Code Section 213(d) (as explained in IRS Publication 502), and specified in the Plan Document. In accordance with current IRS regulations and practices, this generally includes premiums for medical insurance, dental insurance, vision insurance, supplemental medical insurance, long term care insurance, and miscellaneous medical expenses not covered by insurance for the employee and his or her spouse and legal dependents – again only as permitted by IRS Publication 502. Qualification for dependency status will be determined by guidelines in IRC 152. If used for these purposes, distributions from the RHS accounts will not be taxable. Cash withdrawal for any other purpose is prohibited. Under recent IRS Revenue Ruling 2005-24, any balance remaining in the Employee Account after the death of the employee and his or her spouse and/or other authorized dependents (if any) must be forfeited. That particular RHS Employee Account will be closed, and any remaining funds will become general assets of the plan.

The parties agree that the City's Part B contributions during active employment constitute the minimum CalPERS participating employer's contribution towards medical insurance after retirement. The parties also agree that, for retirees selecting a CalPERS medical

plan, or any other plan with a similar employer contribution requirement, the required City contribution will be withdrawn from the retiree's RHS account.

b. For employees in Category 2, the program is the same as for those in Category 1, with the following exception:

In addition to the new plan contributions listed above, current employees who fully convert to the new plan will also receive a one-time City contribution to their individual RHS accounts that equates to \$100 per month for every month they contributed to the previous "defined benefit" plan, to a maximum of 15 years (180 months). This contribution will be made only if the employee retires from the City and at the time of retirement. No interest will be earned in the interim.

Employees in Category 2 who had less than five years' service with the City prior to implementation of the new program will only receive Part B contributions back to January 1, 2006 when they reach five years total service.

c. For employees in Category 3, the program is the same as for those in Category 2, with the following exception:

For employees in this category, the City will make no Part B contributions while the employees are still in the active work force. Instead, the City will contribute \$400 per month into each of their RHS accounts after they retire from the City, to continue as long as the employee or spouse is still living.

Each employee will contribute a flat \$100 per month to the plan for the duration of their employment to partially offset part of this expense to the City. The maximum benefit provided by the City after retirement is \$4,800 per year, accruing at the rate of \$400 per month. There is no cash out option for these funds, and they may not be spent in advance of receipt.

Employees in this category will also receive an additional one-time City contribution of \$75 per month for every month they contributed to the previous plan prior to January 1, 2006, up to a maximum of 15 years (180 months). This contribution will be made to the RHS account at the time of retirement, and only if the employee retires from the City. No interest will be earned in the interim.

d. For employees (retirees) in Category 4, the structure is very similar to the previous retiree medical program, except that there is no cost share requirement, and the \$400 City contribution after

retirement can be used for any IRS authorized purpose, not just City insurance premiums.

Effective July 1, 2006, a RHS account has been opened for each retiree in this category, and the City will contribute \$400 per month to each account as long as the retiree or spouse remains living.

3. Administration

Vendors have been selected by the City to administer the program. The contract expense for program-wide administration by the vendor will be paid by the City. However, specific vendor charges for individual account transactions that vary according to the investment actions taken by each employee, such as fees or commissions for trades, will be paid by each employee.

The City's Deferred Compensation Committee, or its successor committee, will have the authority to determine investment options that will be available through the plan.

4. Value of Benefit

For all purposes, including compensation comparisons, the Retiree Medical Program shall be valued at 1% of salary on which PERS retirement is based (Part A); plus .25% of other compensation (Part B).

G. Tuition Reimbursement

NBPTEA members attending accredited community colleges, colleges, trade schools or universities, or recognized professional organizations or agencies may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, books, fees or other student expenses for approved job-related coursework, seminars or professional development programs. Effective January 1, 2013, reimbursement will increase by \$100, for a maximum annual benefit of \$1,500 per fiscal year. *Effective January 1, 2016, reimbursement will increase to a maximum annual benefit of \$2,000 per fiscal year.* Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. All claims for tuition reimbursement require the approval of the Human Resources Director or designee.

SECTION 5. - Miscellaneous/Working Conditions

A. Reductions in Force/Layoffs

The provisions of this section shall apply when the City Manager determines that a reduction in the work force is warranted because of actual or anticipated reductions in revenue, reorganization of the work force, a reduction in municipal services, a reduction in the demand for service or other reasons unrelated to the performance of duties by any specific employee. Reductions in force are to be accomplished, to the extent feasible, on the basis of seniority within a particular Classification or Series and this Section should be interpreted accordingly.

DEFINITIONS

1. "Layoffs" or "Laid Off" shall mean the non-disciplinary termination or employment.
2. "Seniority" shall mean the time an employee has worked in a Classification or Series calculated from the date on which the employee was first granted permanent status in the current Classification or any Classification within the Series, subject to the following:
 - (a) Credit shall be given only for continuous service subsequent to the most recent appointment to permanent status in the Classification or Series; and
 - (b) Seniority shall include time spent on industrial leave, military leave, and leave of absence without pay, but shall not include time spent on any other authorized or unauthorized leave of absence.
3. "Classification" shall mean one or more full time positions identical or similar in duties not including part-time, seasonal or temporary positions. Classification within a Series shall be ranked according to pay (lowest ranking, lowest pay).
4. "Series" shall mean two or more classifications within a Department which require the performance of similar duties with the higher ranking classification(s) characterized by the need for less supervision by superiors, more difficult assignments, more supervisory responsibilities for subordinates. The City Manager shall determine those classifications following a meet and consult process which constitute a Series.

5. "Bumping Rights", "Bumping" or "Bump" shall mean (1) the right of an employee, based upon seniority within a series to bump into a lower ranking classification within the same series, (2) to be followed by, an employee being permitted to bump into a classification within a different series. The latter bumping shall be based upon unit wide seniority and shall be limited to a classification in which the employee previously held regular status.

No employee shall have the right to bump into a classification for which the employee does not possess the minimum qualifications such as specialized education, training or experience.

PROCEDURE

In the event the City Manager determines to reduce the number of employees within a classification, the following procedures are applicable:

1. Temporary and probationary employees within any classification shall, in that order, be laid off before permanent employees.
2. Employees within a classification shall be laid off in inverse order of seniority.
3. An employee subject to layoff in one classification shall have the right to bump a less senior employee in a lower ranking classification within a series. An employee who has bumping rights shall notify the Department Director within three (3) working days after notice of layoff of his/her intention to exercise bumping rights.
4. In the event two or more employees in the same classification are subject to layoff and have the same seniority, the employees shall be laid off following the Department Director's consideration of established performance evaluations.

NOTICE

Employees subject to lay-off shall be given at least thirty (30) days advance notice of the layoff or thirty (30) days' pay in lieu of notice. In addition, employees laid off will be paid for all accumulated paid leave, holiday leave (if any), and accumulated sick leave to the extent permitted by the Employee Policy Manual.

REEMPLOYMENT

Permanent and probationary employees who are laid off shall be placed on a Department re-employment list in reverse order of layoff. The re-employment list shall expire in 18 months. In the event a vacant position

occurs in the classification which the employee occupied at the time of layoff, or a lower ranking classification within a series, the employee at the top of the Department re-employment list shall have the right within seven (7) days of written notice of appointment. Notice shall be deemed given when personally delivered to the employee or deposited in the U.S. Mail, first class postage prepaid, and addressed to the employee at his or her last known address. Any employee shall have the right to refuse to be placed on the re-employment list or the right to remove his or her name from the re-employment list by sending written confirmation to the Human Resources Director.

SEVERANCE

If an employee is laid off from their job with the City, for economic reasons, the City will grant severance pay in an amount equal to one week of pay for every full year of continuous employment service to the City of Newport Beach, to a maximum of ten (10) weeks' severance pay.

B. Recruitment and Selection

Position vacancy announcements for available City positions shall be distributed in a manner that reasonably assures unit members access to the announcements. In order to select the most qualified individual for vacant positions the City will continue its practice of "banding" candidates into one of the following ratings: Outstanding, Highly Recommended, Recommended, and Not Recommended, during the testing process. Department Directors review qualified candidates in band order, beginning with the top band and are permitted to hire any eligible candidate from the list (minimum rating of Recommended).

Where no less than 2 unit members achieve top three ranking on a certified eligible list, selection to the position shall be made with preference given to the unit members so qualified.

C. 9/80 Scheduling Plan

The City agrees to maintain flex-scheduling where it is currently operating successfully.

In January 2011 the 9/80 flex-schedule was be modified as follows: employees were provided the option of alternating Fridays off only. Employees on a 9/80 schedule with alternating Mondays or any other day off converted to Fridays off beginning in January 2011. To ensure effective coverage, employees on the 9/80 schedule will be divided into groups A or B, with equal numbers of staff as much as possible, including management and supervisory staff, off on alternating Fridays. To ensure ongoing compliance with Fair Labor Standards Act, and to maintain

organizational efficiency, deviations from established flex days, if legally permitted, will be considered on a case-by-case basis.

D. Labor Management Committee

The City will work with NBPTEA leadership, through its managers, to establish labor-management committees departmentally whenever it is mutually determined it is appropriate to do so.

E. Grievance Procedure

Any employee or group of employees may file a grievance regarding the interpretation or application of the "Employer-Employee Relations Resolution" (RESOLUTION 2001-50), this MOU, or of rules and regulations, adversely affecting an employee's wages, hours, or conditions of employment.

A grievance shall be filed according to the following procedure:

Step 1: A grievance may be filed by any employee on his/her own behalf, or jointly by a group of employees, or by a Recognized Employee Organization.

A grievance shall be brought to the attention of the immediate supervisor for discussion within ten (10) days of when the grievance arose. If the Employee is not satisfied with the decision reached through the informal discussion or if extenuating circumstances exist, the Employee shall have the right to file a formal grievance in accordance with Step 2 of this section. Grievances not presented within the time period shall be considered resolved.

The supervisor shall meet with the grievant to settle grievance and give a written answer to the grievant within seven (7) calendar days from receipt of the grievance by the supervisor. When the immediate supervisor is also the department head the grievance shall be presented in Step 2.

Step 2: *If the employee is not in agreement with the decision rendered in Step 1, an employee shall have the right to present a formal grievance to the Department Director within ten (10) Days after the discussion in Step 1. The right to file a grievance petition shall be waived in the event the Employee fails to file a formal grievance within ten (10) Days after the occurrence of the incident that forms the basis of the grievance. All formal grievances shall be submitted on the form prescribed by the Human Resources Director and no formal grievance shall be accepted until the form is complete. The formal grievance shall contain a clear, concise statement of the grievance, the facts upon which the grievance is based, the rule, regulation or policy the interpretation of which is involved in the*

grievance, and the specific remedy or remedies sought by the grievant. The Department Director should render a written decision within ten (10) Days after receipt of the formal grievance.

Step 3: *If the formal grievance has not been satisfactorily adjusted in Step 2, it may be appealed to the City Manager within ten (10) Days after the Employee receives the decision. The City Manager may accept or reject the decision of the Department Director and shall render a written decision within ten (10) Days after conducting a grievance hearing. The decision of the City Manager shall be final and conclusive. If mutually agreeable, a meeting may be conducted involving all affected parties at any step in the grievance procedure prior to a decision. The City Manager may delegate uninvolved Department Directors to act on behalf of the City Manager to provide findings and recommendations. The findings and recommendations of the uninvolved Department Directors are advisory only and the City Manager's decision shall be final.*

Time Limits: *Grievances shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this Manual can be waived or extended only by mutual agreement confirmed in writing. Any grievance not carried to the next step by the Employee within the prescribed time limit shall be deemed resolved upon the basis of the previous decision.*

F. Probation

1. Probationary Period

Newly hired employees shall serve a twelve (12) month probationary period. The probationary period for promoted employees shall be six (6) months.

Newly hired employees shall become eligible for their first step increase after twelve (12) months. All other City rules regarding step increases shall remain unchanged.

2. Failure of Probation

(a) New Probation

An employee on new probation may be released at the sole discretion of the City at any time without right of appeal or hearing, except as provided in (c), below.

(b) Promotional Probation

An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in (c), below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class, the employee shall serve the remainder of any uncompleted probationary period in the former class.

If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

(c) Probationary Release

An employee who alleges that his or her probationary release was based on discrimination by the City, may submit a grievance within ten (10) days after receipt of the Notice of Failure of Probation.

G. Salary on Reclassification

The City will amend its Employee Policy Manual to provide for a minimum salary increase of five (5%) percent upon reclassification (not to exceed the maximum of the new salary range).

H. Employee Handbook

There will be a consolidation of documents to be given to each employee. This consolidation will be comprised of the Employee Policy Manual, related Departmental Rules and Regulations; Employee/Employer

Resolutions and a copy of this Memorandum of Understanding. More information may be included.

I. Direct Deposit

All employees shall participate in the payroll direct deposit system.

J. Uniforms

For assigned Community Development and Public Works Department staff whose regular daily duties involve field work outside of the office, uniforms shall be worn at all times during regular business hours. Field staff shall be provided with City designated collared shirts (polo or button down as determined by Department) annually and one City designated winter jacket; replacement on an as-needed basis. In addition, inspections staff (Building and Public Works) will be provided one pair of work boots annually. If the provided winter jacket or work boots are lost, the employee shall replace them with one meeting Department specifications. Work boots shall provide toe protection and meet Department safety standards for construction sites. The Department Head or designee may approve exceptions to wearing uniforms.

K. Separability

Should any part of this MOU or any provision herein contained be rendered or declared invalid, by reason of any existing or subsequently enacted Legislation, or by decree of a Court of competent jurisdiction, such invalidation of such part or portion of this MOU shall not invalidate the remaining portion hereto, and same shall remain in full force and effect; provided, however, that should provisions of this MOU relating to any schedule adjustment be declared invalid, City agrees to provide alternative benefits agreeable to NBPTEA, to employees, which will cause such employees to receive the same amount of money as they would have received had such provision not been declared invalid.

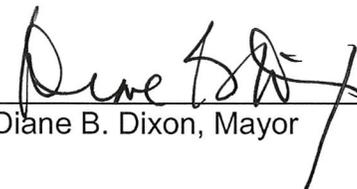
Signatures are on the next page.

Executed this 15TH day of JANUARY, 2016.

**NEWPORT BEACH PROFESSIONAL AND TECHNICAL
EMPLOYEES ASSOCIATION**

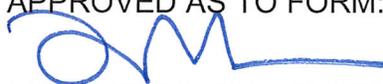
By: 
Ryan Stadlman, Secretary/Treasurer

CITY OF NEWPORT BEACH

By: 
Diane B. Dixon, Mayor

ATTEST:
By: 
Leilani Brown, City Clerk



APPROVED AS TO FORM:

Aaron Harp, City Attorney 4/1/16

Newport Beach Professional and Technical Employees Association Represented Classifications and Pay Rates

Effective January 1, 2016

2.65% wage increase

Represented Classification	Hourly		Monthly	
	Min	Max	Min	Max
Accountant	\$30.24	\$42.49	\$5,242	\$7,364
Accountant, Senior	\$34.74	\$48.88	\$6,021	\$8,473
Building Inspector, Principal	\$37.99	\$53.45	\$6,585	\$9,265
Building Inspector I	\$29.83	\$41.97	\$5,171	\$7,275
Building Inspector II	\$32.05	\$45.11	\$5,555	\$7,820
Building Inspector, Senior	\$34.46	\$48.50	\$5,973	\$8,407
Buyer, Senior	\$32.09	\$45.15	\$5,562	\$7,825
Code Enforcement Officer II	\$29.11	\$41.00	\$5,046	\$7,106
Code Enforcement Officer, Senior	\$32.77	\$46.10	\$5,680	\$7,991
Code Enforcement Officer, Trainee	\$21.09	\$29.68	\$3,656	\$5,144
Code Enforcement Officer I	\$25.30	\$35.61	\$4,386	\$6,172
Code Enforcement Supervisor	\$37.99	\$53.45	\$6,585	\$9,265
Civil Engineer - Plan Check	\$41.97	\$59.10	\$7,275	\$10,243
Civil Engineer Senior - Plan Check	\$46.24	\$65.05	\$8,016	\$11,275
Civil Engineer, Assoc - Plan Check	\$38.09	\$53.63	\$6,603	\$9,297
Civil Engineer - PW	\$41.97	\$59.10	\$7,275	\$10,243
Civil Engineer Assoc 5%	\$40.02	\$56.28	\$6,936	\$9,756
Civil Engineer Jr. + 5%	\$36.16	\$50.89	\$6,268	\$8,822
Civil Engineer, Associate	\$38.09	\$53.63	\$6,603	\$9,297
Civil Engineer, Junior	\$34.46	\$48.52	\$5,973	\$8,411
Civil Engineer, Senior	\$46.24	\$65.05	\$8,016	\$11,275
Construct. Inspec.Super	\$40.02	\$56.28	\$6,937	\$9,756
Emp Plans Examiner	\$40.02	\$56.28	\$6,937	\$9,756
Engineering Technician	\$26.39	\$37.19	\$4,574	\$6,446
Engineering Technician, Senior	\$29.11	\$41.00	\$5,046	\$7,106
GIS Analyst	\$34.18	\$48.08	\$5,925	\$8,334
GIS Technician	\$27.20	\$38.27	\$4,715	\$6,633
Harbor Resources Supervisor	\$38.60	\$54.26	\$6,690	\$9,405
Harbor Resources Tech I	\$22.85	\$32.15	\$3,961	\$5,573
Harbor Resources Tech II	\$25.30	\$35.62	\$4,386	\$6,174
Information Systems Coordinator	\$44.04	\$61.95	\$7,633	\$10,738
IT Apps Analyst	\$34.18	\$48.08	\$5,925	\$8,334
IT Apps Analyst, Sr.	\$37.96	\$53.39	\$6,580	\$9,254
IT Apps Supervisor	\$47.17	\$66.37	\$8,176	\$11,505
IT Operations Supervisor	\$44.12	\$62.02	\$7,647	\$10,750
IT Specialist III	\$31.71	\$44.61	\$5,496	\$7,733
IT Specialist, Senior	\$36.57	\$51.46	\$6,340	\$8,919
IT Technician	\$21.09	\$29.68	\$3,656	\$5,144
Management Assistant	\$29.87	\$42.05	\$5,178	\$7,288
Permit Counter Supervisor	\$32.02	\$45.06	\$5,550	\$7,811
Permit Technician I	\$25.17	\$35.36	\$4,363	\$6,130
Permit Technician II	\$29.11	\$41.00	\$5,046	\$7,106
Planner, Assistant	\$29.11	\$41.00	\$5,046	\$7,106
Planner, Associate	\$32.09	\$45.15	\$5,562	\$7,825
Planner, Senior	\$38.60	\$54.26	\$6,690	\$9,405
Planning Technician	\$26.47	\$37.26	\$4,589	\$6,459
Public Works Inspector I	\$29.83	\$41.97	\$5,171	\$7,275
Public Works Inspector II	\$32.05	\$45.11	\$5,555	\$7,820
Public Works Inspector Senior	\$34.46	\$48.50	\$5,973	\$8,407
Real Property Administrator	\$37.99	\$53.45	\$6,585	\$9,265
Res Building Records Insp	\$29.11	\$41.00	\$5,046	\$7,106
Revenue Auditor	\$32.46	\$45.68	\$5,626	\$7,918
Traffic Eng Tech, Sr.	\$31.36	\$44.15	\$5,436	\$7,653
Traffic Engineering Tech	\$29.87	\$42.05	\$5,178	\$7,288
Urban Forester	\$32.02	\$45.06	\$5,550	\$7,811
Water Conservation Coord	\$33.43	\$47.07	\$5,795	\$8,158

Newport Beach Professional and Technical Employees Association Represented Classifications and Pay Rates

Effective January 1, 2017

2.65% wage increase

Represented Classification	Hourly		Monthly	
	Min	Max	Min	Max
Accountant	\$31.04	\$43.61	\$5,381	\$7,560
Accountant, Senior	\$35.66	\$50.18	\$6,181	\$8,697
Building Inspector, Principal	\$39.00	\$54.87	\$6,760	\$9,510
Building Inspector I	\$30.62	\$43.09	\$5,308	\$7,468
Building Inspector II	\$32.90	\$46.31	\$5,702	\$8,027
Building Inspector, Senior	\$35.37	\$49.79	\$6,131	\$8,630
Buyer, Senior	\$32.94	\$46.34	\$5,709	\$8,033
Code Enforcement Officer II	\$29.88	\$42.08	\$5,180	\$7,295
Code Enforcement Officer, Senior	\$33.64	\$47.32	\$5,831	\$8,202
Code Enforcement Officer, Trainee	\$21.65	\$30.46	\$3,753	\$5,280
Code Enforcement Officer I	\$25.97	\$36.55	\$4,502	\$6,336
Code Enforcement Supervisor	\$39.00	\$54.87	\$6,760	\$9,510
Civil Engineer - Plan Check	\$43.09	\$60.66	\$7,468	\$10,515
Civil Engineer Senior - Plan Check	\$47.47	\$66.77	\$8,228	\$11,574
Civil Engineer, Assoc - Plan Check	\$39.10	\$55.06	\$6,778	\$9,543
Civil Engineer - PW	\$43.09	\$60.66	\$7,468	\$10,515
Civil Engineer Assoc 5%	\$51.62	\$57.77	\$8,948	\$10,014
Civil Engineer Jr. + 5%	\$41.08	\$52.24	\$7,120	\$9,055
Civil Engineer, Associate	\$39.10	\$55.06	\$6,778	\$9,543
Civil Engineer, Junior	\$35.37	\$49.81	\$6,131	\$8,633
Civil Engineer, Senior	\$47.47	\$66.77	\$8,228	\$11,574
Construct. Inspec.Super	\$41.08	\$57.77	\$7,121	\$10,014
Emp Plans Examiner	\$41.08	\$57.77	\$7,121	\$10,014
Engineering Technician	\$27.09	\$38.18	\$4,696	\$6,617
Engineering Technician, Senior	\$29.88	\$42.08	\$5,180	\$7,295
GIS Analyst	\$35.09	\$49.36	\$6,082	\$8,555
GIS Technician	\$27.92	\$39.28	\$4,840	\$6,808
Harbor Resources Supervisor	\$39.62	\$55.70	\$6,867	\$9,654
Harbor Resources Tech I	\$23.46	\$33.00	\$4,066	\$5,720
Harbor Resources Tech II	\$25.97	\$36.56	\$4,502	\$6,338
Information Systems Coordinator	\$45.20	\$63.59	\$7,835	\$11,022
IT Apps Analyst	\$35.09	\$49.36	\$6,082	\$8,555
IT Apps Analyst, Sr.	\$38.97	\$54.80	\$6,754	\$9,499
IT Apps Supervisor	\$48.42	\$68.13	\$8,392	\$11,810
IT Operations Supervisor	\$45.29	\$63.66	\$7,850	\$11,035
IT Specialist III	\$32.55	\$45.79	\$5,642	\$7,938
IT Specialist, Senior	\$37.54	\$52.82	\$6,508	\$9,156
IT Technician	\$21.65	\$30.46	\$3,753	\$5,280
Management Assistant	\$30.66	\$43.16	\$5,315	\$7,481
Permit Counter Supervisor	\$32.86	\$46.26	\$5,697	\$8,018
Permit Technician I	\$25.84	\$36.30	\$4,478	\$6,292
Permit Technician II	\$29.88	\$42.08	\$5,180	\$7,295
Planner, Assistant	\$29.88	\$42.08	\$5,180	\$7,295
Planner, Associate	\$32.94	\$46.34	\$5,709	\$8,033
Planner, Senior	\$39.62	\$55.70	\$6,867	\$9,654
Planning Technician	\$27.17	\$38.25	\$4,710	\$6,630
Public Works Inspector I	\$30.62	\$43.09	\$5,308	\$7,468
Public Works Inspector II	\$32.90	\$46.31	\$5,702	\$8,027
Public Works Inspector Senior	\$35.37	\$49.79	\$6,131	\$8,630
Real Property Administrator	\$39.00	\$54.87	\$6,760	\$9,510
Res Building Records Insp	\$29.88	\$42.08	\$5,180	\$7,295
Revenue Auditor	\$33.32	\$46.89	\$5,775	\$8,128
Traffic Eng Tech, Sr.	\$32.19	\$45.32	\$5,580	\$7,855
Traffic Engineering Tech	\$30.66	\$43.16	\$5,315	\$7,481
Urban Forester	\$32.86	\$46.26	\$5,697	\$8,018
Water Conservation Coord	\$34.32	\$48.31	\$5,949	\$8,374

Newport Beach Professional and Technical Employees Association Represented Classifications and Pay Rates

Effective January 1, 2018

2.65% wage increase

Represented Classification	Hourly		Monthly	
	Min	Max	Min	Max
Accountant	\$31.86	\$44.77	\$5,523	\$7,760
Accountant, Senior	\$36.60	\$51.51	\$6,344	\$8,928
Building Inspector, Principal	\$40.03	\$56.32	\$6,939	\$9,762
Building Inspector I	\$31.43	\$44.23	\$5,448	\$7,666
Building Inspector II	\$33.77	\$47.54	\$5,853	\$8,240
Building Inspector, Senior	\$36.31	\$51.11	\$6,294	\$8,859
Buyer, Senior	\$33.81	\$47.57	\$5,861	\$8,245
Code Enforcement Officer II	\$30.67	\$43.20	\$5,317	\$7,488
Code Enforcement Officer, Senior	\$34.53	\$48.57	\$5,985	\$8,419
Code Enforcement Officer, Trainee	\$22.23	\$31.27	\$3,853	\$5,420
Code Enforcement Officer I	\$26.66	\$37.52	\$4,621	\$6,504
Code Enforcement Supervisor	\$40.03	\$56.32	\$6,939	\$9,762
Civil Engineer - Plan Check	\$44.23	\$62.27	\$7,666	\$10,793
Civil Engineer Senior - Plan Check	\$48.73	\$68.54	\$8,446	\$11,881
Civil Engineer, Assoc - Plan Check	\$40.14	\$56.51	\$6,957	\$9,796
Civil Engineer - PW	\$44.23	\$62.27	\$7,666	\$10,793
Civil Engineer Assoc 5%	\$42.17	\$59.31	\$7,309	\$10,280
Civil Engineer Jr. + 5%	\$38.11	\$53.63	\$6,605	\$9,295
Civil Engineer, Associate	\$40.14	\$56.51	\$6,957	\$9,796
Civil Engineer, Junior	\$36.31	\$51.13	\$6,294	\$8,862
Civil Engineer, Senior	\$48.73	\$68.54	\$8,446	\$11,881
Construct. Inspec.Super	\$42.17	\$59.31	\$7,310	\$10,280
Emp Plans Examiner	\$42.17	\$59.31	\$7,310	\$10,280
Engineering Technician	\$27.81	\$39.19	\$4,820	\$6,792
Engineering Technician, Senior	\$30.67	\$43.20	\$5,317	\$7,488
GIS Analyst	\$36.02	\$50.66	\$6,243	\$8,782
GIS Technician	\$28.66	\$40.32	\$4,968	\$6,989
Harbor Resources Supervisor	\$40.67	\$57.17	\$7,049	\$9,910
Harbor Resources Tech I	\$24.08	\$33.88	\$4,173	\$5,872
Harbor Resources Tech II	\$26.66	\$37.53	\$4,621	\$6,506
Information Systems Coordinator	\$46.40	\$65.28	\$8,043	\$11,315
IT Apps Analyst	\$36.02	\$50.66	\$6,243	\$8,782
IT Apps Analyst, Sr.	\$40.00	\$56.26	\$6,933	\$9,751
IT Apps Supervisor	\$49.70	\$69.94	\$8,615	\$12,123
IT Operations Supervisor	\$46.49	\$65.35	\$8,058	\$11,328
IT Specialist III	\$33.41	\$47.01	\$5,791	\$8,148
IT Specialist, Senior	\$38.54	\$54.22	\$6,680	\$9,398
IT Technician	\$22.23	\$31.27	\$3,853	\$5,420
Management Assistant	\$31.48	\$44.30	\$5,456	\$7,679
Permit Counter Supervisor	\$33.74	\$47.48	\$5,848	\$8,230
Permit Technician I	\$26.52	\$37.26	\$4,597	\$6,459
Permit Technician II	\$30.67	\$43.20	\$5,317	\$7,488
Planner, Assistant	\$30.67	\$43.20	\$5,317	\$7,488
Planner, Associate	\$33.81	\$47.57	\$5,861	\$8,245
Planner, Senior	\$40.67	\$57.17	\$7,049	\$9,910
Planning Technician	\$27.90	\$39.26	\$4,835	\$6,806
Public Works Inspector I	\$31.43	\$44.23	\$5,448	\$7,666
Public Works Inspector II	\$33.77	\$47.54	\$5,853	\$8,240
Public Works Inspector Senior	\$36.31	\$51.11	\$6,294	\$8,859
Real Property Administrator	\$40.03	\$56.32	\$6,939	\$9,762
Res Building Records Insp	\$30.67	\$43.20	\$5,317	\$7,488
Revenue Auditor	\$34.20	\$48.13	\$5,928	\$8,343
Traffic Eng Tech, Sr.	\$33.04	\$46.52	\$5,728	\$8,064
Traffic Engineering Tech	\$31.48	\$44.30	\$5,456	\$7,679
Urban Forester	\$33.74	\$47.48	\$5,848	\$8,230
Water Conservation Coord	\$35.23	\$49.59	\$6,106	\$8,596

Approved Certifications - Professional and Technical Employees Association

Certificate	Eligible Positions	Monthly Amt
City Manager's Office -- Information Technology (IT)		
Geographic Information System Professional (GISP)	GIS Analyst GIS Technician	\$75 \$75
CCENT (Cisco Certified Entry Networking Technician)	IT Operations Supervisor IT Specialist, Sr. IT Specialist I/II/III Info Sys Coordinator	\$85
CCNA certification (Cisco Certified Network Associate)	IT Operations Supervisor IT Specialist, Sr. IT Specialist I/II/III Info Sys Coordinator	\$85
Microsoft Certified Technology Specialist (MCTS)	IT Operations Supervisor IT Specialist, Sr. IT Specialist I/II/III Info Sys Coordinator	\$75
Microsoft Certified Systems Administrators (MCSAs)	IT Operations Supervisor IT Specialist, Sr. IT Specialist I/II/III Info Sys Coordinator	\$85
Microsoft Certified Systems Engineers (MCSEs)	IT Operations Supervisor IT Specialist, Sr. IT Specialist I/II/III Info Sys Coordinator	\$75
Microsoft Certified Professional (MCP)**	IT Operations Supervisor IT Specialist, Sr. IT Specialist I/II/III Info Sys Coordinator	\$75
CompTIA A+	IT Operations Supervisor IT Specialist, Sr. IT Specialist I/II/III Info Sys Coordinator	\$75
CompTIA Network+	IT Operations Supervisor IT Specialist, Sr. IT Specialist I/II/III Info Sys Coordinator	\$75
Virtual Infrastructure Professional (VIP) or VMWare Certified Professional (VCP)	IT Operations Supervisor IT Specialist, Sr., IT Specialist I/II/III Info Sys Coordinator	\$75
Land Surveyor in Training (LSIT)** or Fundamental of Surveying (FS)**	GIS Analyst	\$75
Municipal Operations Department		
Certified Arborist	Urban Forester	\$75
Certified Comm'l Pesticide Applicator	Urban Forester	\$65
Public Works & Community Development		
Traffic Engineer	Junior Engineer Associate Civil Engineer Associate Engineer Senior Engineer (rev 2/29/08)	\$85

Approved Certifications - Professional and Technical Employees Association

Public Works & Community Development		
Prestressed Concrete Special Inspector**	PW Inspector I & II, Sr PW Inspector, Construction Inspection Supv., Principal Building Inspector, Senior Building Inspector, Building Inspector	\$75
Structural Masonry Special Inspector**	PW Inspector I & II, Sr PW Inspector, Construction Inspection Supv., Principal Building Inspector, Senior Building Inspector, Building Inspector	\$75
Reinforced Concrete Special Inspector**	PW Inspector I & II, Sr PW Inspector, Construction Inspection Supv., Principal Building Inspector, Senior Building Inspector, Building Inspector	\$75
Community Development Department & Public Works (Code & Water Quality Enforcement)		
Certified Code Enforcement Officer (CACEO)	CWQ Enfrc Officer, Sr CWQ Enfrc Offcr	\$65
Certificate in Investigative Interview and Interrog Techniques (BATI) **	CWQ Enfrc Officer, Sr CWQ Enfrc Offcr	\$45
Community Development Department (Planning)		
American Institute of Certified Planners (AICP)**	Planner, Sr. Planner, Associate Planner, Assistant Planning Technician	\$85
AICP Exam Fee	Planner, Sr. Planner, Associate Planner, Assistant Planning Technician	One time payment for Exam Fee up to \$495; refundable if APA application is rejected
Community Development Department & Public Works		
ICC Permit Technician ***	All represented Prof Tech Positions from the Building Division, Code Enforcement, and Public Works Department, not specifically covered in MOU	\$70
ICC or California Residential Building Inspector		\$75
ICC or California Residential Electrical Inspector		\$75
ICC or California Residential Plumbing Inspector		\$75
ICC or California Residential Mechanical Inspector		\$75
ICC or California Commercial Building Inspector		\$75
ICC or California Commercial Electrical		\$75
ICC or California Commercial Plumbing		\$75
ICC or California Commercial Mechanical Inspector		\$75
California Access specialist Casp		\$100
ICC California Building Plans Examiner		\$85
ICC Building Plans Examiner		\$85

Approved Certifications - Professional and Technical Employees Association

Community Development Department & Public Works		
ICC Electrical Plans Examiner ***	All represented Prof Tech Positions from the Building Division, Code Enforcement, and Public Works Department, not specifically covered in MOU	\$85
ICC Mechanical Plans Examiner ***		\$85
ICC Plumbing Plans Examiner ***		\$85
Residential Fire Sprinkler Inspector/Plans Examiner		\$75

Changes to Prof Tech Cert Pay Program, effective January 1 , 2016:

Certificate	Eligible Job Class	Payment Method
CalGreen Plans Examiner	Plan Check Engineer Series (Assistant, Associate, Senior) Building Inspector I/II and Senior	\$750 one time payment on proof of attainment and upon renewal
CalGreen Inspector	Principal Building Inspector EMP Plans Examiner	
Certified Public Infrastructure Inspector	Public Works Inspector I/II Senior Public Works Inspector Public Works Inspection Supervisor	\$1,000 one time payment on proof of attainment and upon renewal

** Per 2012-15 MOU, only those unit members receiving the certificate pay at time of MOU adoption are eligible for the benefit. Certificates will "sunset" upon certificate lapse or employee separation.

*** Additional certificates to sunset (as above) per the 2015-18 MOU