

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE CITY OF LOMPOC

AND

CALIFORNIA TEAMSTERS UNION, LOCAL 381



Effective December 18, 2010 Through December 16, 2012

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOMPOC
AND
EMPLOYEES REPRESENTED BY
CALIFORNIA TEAMSTERS LOCAL 381,
A REPRESENTATIVE OF INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, AFL-CIO.**

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into with reference to the following facts:

- A. The City of Lompoc and representatives of the California Teamsters Union, Local 381 have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employees represented by the Union.
- B. The management representatives and the representatives of the Union have reached an understanding as to certain recommendations to be made to the City Council of the City of Lompoc and have agreed that the parties hereto will jointly urge said Council to adopt by minute action this MOU between the City of Lompoc and California Teamsters Union, Local 381.

ARTICLE 1 COMPLETE UNDERSTANDING OF THE PARTIES

This MOU is made and entered into this ____ day of _____ 2011 by and between the **CITY OF LOMPOC**, hereinafter referred to as "City," and the **CALIFORNIA TEAMSTERS UNION, LOCAL UNIT 381**, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

It is intended that this MOU set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties, if not specifically addressed in this MOU or Personnel Rules.

The City and the Union for the life of the MOU each voluntarily and unqualifiedly waives the right to and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered by this MOU even though such subject or matter may not have been within the knowledge or contemplation of either party or both-

parties at the time of the negotiations or subsequent signing of this MOU.

ARTICLE 2 CITY COUNCIL APPROVAL

It is agreed that this MOU is of no force or affect until ratified and approved by the City Council of the City of Lompoc.

ARTICLE 3 RECOGNITION

The City confirms its recognition of the Union as the sole majority representative, pursuant to the recognition provisions of Resolution No. 2041, for all employees serving in the classifications included in the operations and maintenance and clerical units as set forth in "Attachment A", excluding temporary employees, other than those employees appointed to a permanent part-time, job share, budgeted position on a regular (non-temporary) basis from a certified eligibility list for the classification of the position.

ARTICLE 4 SALARIES AND COMPENSATION

4-1 Salary Ranges for each presently established classification are set forth in Attachment B of this Agreement.

In the first period of this MOU (July 1, 2011 through June 30, 2012) an employee hired prior to July 1, 2011 or until such time as the City can affect a change in its CalPERS contract implementing a second tier, shall be assigned ten and a half (10.5) unpaid furlough days (the total equivalent of eighty-four (84) work hours). Prior to March 1, 2012, and with two weeks notice to their immediate supervisor, employees may request unpaid furlough hours/days. Requests must be made in a minimum of four (4) hour increments and shall be granted based on the operational need of the department/division. An employee who fails to schedule off the required amount of unpaid hours/days by March 1, 2012, shall be unilaterally assigned such remaining hours/days by the department/division prior to June 30, 2012.

It is expressly understood by the parties that although the contract expires on December 16, 2012, the period for taking of furlough days in the second period of this agreement is extended to June 30, 2013, as set forth in the next paragraph.

In the second period of this agreement (July 1, 2012 through December 16, 2012) an employee hired prior to July 1, 2011 or until such time as the City can affect a change in its CalPERS contract implementing a second tier, shall receive eight (8) unpaid furlough days (the total equivalent of sixty-four (64) work hours). Prior to March 1, 2013, and with two weeks notice to their immediate supervisor, employees may request unpaid furlough hours/days. Requests must be made in a minimum of four (4) hour increments and shall be granted based on the operational need of the department/division. An employee who fails to schedule off the required amount of unpaid furlough hours/days by March 1, 2013, shall be unilaterally assigned such remaining days by the department/division prior to June 30, 2013.

Furlough days that are mutually agreed to by the parties shall not be changed except as a result of mutual agreement by the parties, or an operational emergency. *Scheduling conflicts shall not constitute an emergency.*

An employee may not use/substitute paid leave (e.g., ATO, vacation, etc.) to cover the above unpaid time off.

Part-time/job share employees covered under this agreement shall be assigned a pro-rated number of unpaid hours in each year of this agreement, which shall be subject to the above scheduling requirements.

4-2 Call-in Allowance: The definition of “call-in” and “report to work” will include any necessary interactive communication to or from an employee on a work related emergency. Employee will be compensated at the straight time rate for all time required to respond to the emergency which gave rise to the call, up to a maximum of 30 minutes. The reason for the call along with any other documentation deemed necessary by the City will be submitted for each emergency call. This policy shall only apply to Water, Wastewater, Electric, and Equipment Maintenance Divisions.

a. Not on Standby: When a regular full-time employee who is not on standby pay is called in to work and reports for work on a day other than his regularly scheduled work day, he/she shall be provided with and assigned to at least a minimum of two (2) hours work. In the event such work is not available, the employee shall be paid a minimum reporting allowance equal to two (2) hours pay at his regular hourly rate.

b. On Standby: When a regular full-time employee on standby pay is called in to work and reports for work on a day other than his regularly scheduled work day, he/she shall be provided with and assigned to at least a minimum of two (2) hours work. In the event such work is not available, the employee shall be paid a minimum reporting allowance equal to two (2) hours pay at his regular hourly rate.

c. Return Call-Back: If an employee, who was called back and has completed his/her assignment and left work, is again called back, he/she will not receive another minimum if the return is within the original minimum. An early call-in of up to two hours prior to scheduled start of work shift shall not be considered a call-in.

4-3 Call-back Allowance: The definition of “call-back” and “report to work” will include any necessary interactive communication to or from an employee on a work related emergency. Employee will be compensated at the straight time rate for all time required to respond to the emergency which gave rise to the call, up to a maximum of 30 minutes. The reason for the call along with any other documentation deemed necessary by the City will be submitted for each emergency call. The policy shall only apply to Water, Wastewater, Electric, and Equipment Maintenance Divisions.

- a. **Not on Standby:** When a regular full-time employee not on standby pay is called back to work and reports to work following completion of his regular shift, having left the premises in the interim, he shall be provided with and assigned to at least a minimum of two (2) hours work. In the event such work is not available, the employee shall be paid a minimum amount equal to two (2) hours pay at his regular hourly rate.
- b. **On Standby:** When a regular full-time employee on standby pay is called back to work and reports to work following completion of his regular shift, having left the premises in the interim, he shall be provided with and assigned to at least a minimum of two (2) hours work. In the event such work is not available, the employee shall be paid a minimum amount equal to two (2) hours pay at his regular hourly rate.
- c. **Return Call-In:** If an employee, who was called back and has completed his/her assignment and left work, is again called back, he/she will not receive another minimum if the return is within the original minimum. An early call-in of up to two hours prior to scheduled start of a work shift shall not be considered a call-in.

4-4 Prearranged Work after Shift: Employees who are required to report for prearranged work (whether on their non-work days, or on their regular work day having left the premises for at least 30 minutes) shall be provided with and assigned one-hour work. In the event such work is not available, employee shall be paid a minimum amount equal to one-hour pay.

If actual time worked is 40 minutes or greater, then the employee will be paid at one and one-half ($\frac{1}{2}$) times the hourly rate for actual hours worked.

4-5 Bilingual Pay: Individuals determined to be qualified by the City will be eligible for one hundred dollars (\$100) per month bilingual pay. Qualifications for this pay shall be based on regular use of bilingual language skills in their capacity as an employee. Further, employees will be required to pass a City-administered proficiency exam to qualify and may be retested annually. The City will determine which positions will qualify and which languages will be included in this program. Any bargaining unit employee may request that his/her position be evaluated for bilingual pay eligibility.

4-6 Shift Differential: Employees that are required to work rotating or fixed shifts shall receive one-dollar and twenty-five cent (\$1.25) per hour for swing shift and one dollar and seventy-five cents (\$1.75) per hour for midnight shift ("graveyard") assignment. This pay shall be an addition to the employee's hourly base pay for the affected shift schedule. Overtime pay, holiday pay, standby pay, etc. would reflect this shift differential for affected pay periods. Payoffs and buy-backs of accumulated holiday pay, annual leave, ATO, sick leave, etc. would not include shift differential,

even if paid while the employee is working a shift eligible for shift differential. This provision does not apply to custodial employees as they are assigned shift work as a condition of hire and are compensated for that work in their base pay.

- 4-7 Electronic Payroll Transfer:** Salaries shall be paid by an electronic payroll transfer system.

ARTICLE 5 PERS-RETIREMENT CONTRIBUTION AND PERS OPTIONAL BENEFITS

- 5-1 PERS Formula AND CONTRIBUTION:** Teamsters unit employees hired prior to July 1, 2011 or until such time as the City can affect a change in its CalPERS contract implementing a second tier, shall receive the "2.7% at age 55 Full Formula" (Government Code Section 21354.5) benefit.

Effective the first pay cycle after adoption of this MOU, Teamsters unit employees hired prior to July 1, 2011 or until such time as the City can affect a change in its CalPERS contract implementing a second tier, shall be required to pay one percent (1%) of the employee paid members contribution (EPMC) and will have the option to have a salary adjustment in the form of a deferred income payment for their member contribution. Likewise, effective pay period ending June 29, 2012, those Teamsters unit employees shall be required to pay a total of two percent (2%) of the EPMC.

Teamsters unit employees hired after July 1, 2011 or at such time as the City can affect a change in its CalPERS contract implementing a second tier, shall receive the "2% at age 60 Full Formula" (Government Code Section 21353) benefit. Likewise, they shall have their retirement base calculation based upon their final three year average of compensation and pay the entire EPMC in an amount defined by statute (currently seven percent (7%)).

- 5-2 The City provides the following PERS optional benefits:**

- a. Credit for Unused Sick Leave & Highest Year:** This transfers unused accumulated sick leave into service credit at retirement, and the "one-year highest compensation" PERS benefits.
- b. PERS Service Credit for Military Service:** This Allows members to elect the purchase of up to four years of service credit for continuous active military service prior to employment.
- c. PERS Post Retirement Survivor's Allowance:** Post Retirement Survivor's Allowance to Continue After Remarriage (section 21266).
- d. PERS '59 Survivor's Benefit:** Third level benefits provide maximum monthly benefit of \$840 per month (provided for pre-retirement survivors [spouse and dependent children]). City will meet and confer with the Union regarding any

cost increases, which may occur in this benefit in the future.

ARTICLE 6 HEALTH AND WELFARE BENEFITS

6-1 Premiums: The City will pay health and dental premiums at the following contribution rate for regular status full time employees as follows:

	CITY COSTS HEALTH (Effective January 1, 2011)			Effective 07/01/11 COSTS DENTAL
	Flex Credit Contribution	Direct Contribution to PERS	Total City Contribution	Total City Contribution
One Party	\$263.37	\$108.00	\$371.37*	\$14.64
Two Party	\$633.76	\$108.00	\$741.76*	\$27.47
Family	\$858.13	\$108.00	\$966.13*	\$43.23
Employee/Children	N/A	N/A	N/A	\$29.39

*Includes vision hardware

The City participates in the PERS Health Benefit Program, with the “unequal contribution option” at the PERS minimum contribution rate (MEC), which is annually adjusted based on the rules outlined by California Public Employees Retirement Law, § 22892. In accordance with California Public Employees Retirement Law, § 22892, the City’s minimum contribution (MEC) toward retirees shall be increased annually until such time as the contribution for active employees and retirees are equal.

The PERS Health Program plan year is from January 1 through December 31. Premiums will be deducted the month in advance consistent with the existing health insurance plan.

The City will contribute the benefit amount identified above. The flexible credit amount will be used within a flexible benefit (“cafeteria”) plan, for year 2011, one hundred and eight dollars (\$108.00) per month will be a direct City health contribution. Employees will pay a monthly processing fee for the cafeteria plan administrator’s services. An additional fee will be charged to those employees who also elect to have a medical reimbursement account or a dependent care reimbursement amount. Increases in such fees shall be the employee’s responsibility.

6-2 Job Share/Part-Time Employees:

- a. Eligible job share or permanent part-time employees in permanent budgeted positions working less than full time shall receive a prorated City contribution for health and dental based on the proportional hours worked per week in relation to a full-time 40 hour work schedule. For year 2011 a 20 hour per week employee enrolling in one party coverage will receive a \$108.00 per month direct health contribution and a prorated flexible credit (50% of full time benefit allocation less \$108.00 – 20 hour/week employee flexible credit) for the composite health and vision hardware insurance.
- b. Permanent part-time and job share employees who do not enroll in the health and vision plan may have the one-party flexible health credit (prorated, based on hours per week) applied to use toward the cost of their dental premium for one-party, two-party, or family dental coverage.

6-3 Primary Health and Dental Plans: The City's primary health and dental plan providers, will be Blue Shield (HMO) under the PERS Health Program, and MetLife Dental.

6-4 Current Level of Coverage: The City shall continue for the term of this memorandum to provide medical and dental plans at the current level of coverage for regular full-time employees and eligible job share and regular status part-time employees in budgeted positions to the extent provided by the PERS Health Program.

6-5 Selection of Health and Dental Carriers: The City will notify and discuss with the Union prior to the selection of health and dental carriers, however the City reserves its right to select the provider of health insurance and dental insurance during the term of this MOU.

6-6 Leave of Absence Without Pay - Health and Dental Coverage:

- a. **Work Related Injury/Illness:** Employees on a leave of absence without pay due to a work related injury or illness will have 100% of their health and dental insurance premiums paid during the first six (6) months by the City, including the employees share. During the seventh (7th) month and thereafter, the employee will pay 100% of the City group health and dental insurance premiums.
- b. **Non-Work Related Injury/Illness:** Employees on a leave of absence without pay due to a non-job related illness or injury, who meet eligibility criteria under the federal Family and Medical Leave Act, will continue to have their health, dental and employee assistance program premiums paid by the City at the active employee rate for 12 weeks or 3 months, whichever is greater.

This benefit may be used once every 12 months measured forward from date leave is first used. The employee must have completed a minimum of one year of regular status service and 1,250 hours the preceding year in a permanent position to qualify.

6-7 COBRA: The City will provide optional continuation of health insurance benefits to eligible employees separating from City service according to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

6-8 Retiree Health and Dental Insurance:

a. Coverage: The City will offer extended health and dental insurance coverage to retirees who meet the current eligibility standard. City participation towards the cost of the coverage will be computed based upon the following formula:

PERCENTAGE	YEARS OF SERVICE
50	15
52.5	16
55	17
57.5	18
60	19
62.5	20
65	21
67.5	22
70	23
72.5	24
75	25

b. Health: The amount of City participation will be based upon the City's primary health plan provider.

c. Dental: The amount of City participation will be based upon the City's primary dental provider.

d. Retirees who meet current MOU eligibility standards for City health contribution (retired after December 15, 1990 and at least 50 years of age) shall be eligible to receive a benefit contribution under the PERS Health Program until age 65. Such retirees shall receive a 50% contribution with 15 years of service, increasing by two and one-half percent (2½%) for each year of service up to the maximum 75% contribution at 25 years (as detailed above). In converting to the PERS Health Program, the benefit contribution will be based on the primary health plan for active employees. The City participates in the PERS Health Benefit Program, with the "unequal

contribution option” establishing a minimum monthly employer contribution (MEC) in a lesser amount for retirees than for active employees as defined by California Public Employees Retirement Law, § 22892(c). The City will provide the minimum monthly employer direct health insurance contribution (MEC) and the balance will be in a flexible credit allocation in a flexible benefit plan. The amount of the direct health insurance contribution (MEC) will increase annually according to California Public Employees Retirement Law, § 22892(c) until reaching the active employee direct contribution equivalent. The flexible credit allocation will be adjusted to provide a total contribution not to exceed the contribution specified in the MOU. Retirees will pay a monthly processing fee for the flexible benefit administration.

e. Criteria: Current standards for eligibility for retiree health and dental benefits are as follows:

- (1) Employees must be covered by the City group health and dental insurance program at the time of retirement.
- (2) Employees must have a minimum of ten consecutive years of full-time permanent service with the City of Lompoc and be at least 50 years of age.
- (3) Employees eligible for a PERS Disability Retirement with a minimum of 20 consecutive years of full-time permanent service with the City of Lompoc, regardless of age.
- (4) Benefits will be as similar as possible to those offered under the active employee plan.
- (5) In the event of the death of a retired City employee who is covered under this program or other qualifying event, any dependent will be allowed to continue existing coverage for 18 to 36 months payable at 102% of the full premium in accordance with the Consolidated Omnibus Budget Reconciliation Action (COBRA) regulations.
- (6) Coverage for retired employees and dependents will cease when the employee reaches age 65 or becomes eligible for Medicare, which ever occurs first. Coverage for dependents will also cease when the retiree becomes ineligible for continued coverage or the dependent reaches age 65 or becomes eligible for Medicare, which ever occurs first. If a change in federal regulations increases the eligibility age for Medicare, the City will meet and confer with the Union.
- (7) If a retired employee is ineligible for Medicare benefits because the City of Lompoc did not participate in the Social Security system, the retired employee will be removed from the City health plan at age 65

and he/she will be reimbursed for the cost of part A Medicare premiums.

- f. **Retiree Medicare Supplement Reimbursement:** Employees who retire on or after December 15, 1990 with a minimum of 15 years of continuous service with the City, and retired employees, who on December 15, 1990 are members of the City's Health Insurance Plan, will be reimbursed up to \$100 per month for Medicare Supplement Insurance when eligible for Medicare coverage. Reimbursement may be made for a spouse's Medicare supplement; however, the total reimbursement for retiree and spouse may not exceed \$100.00 per month.
- 6-9 State Disability Insurance:** Employees in the bargaining unit will be given an opportunity to participate in the State Disability Insurance (SDI) program if a majority of those members choose to participate. The cost of this program will be the sole responsibility of the employee. The City will arrange for the coverage to be effective 30 days after notification by the Union of the results of the election.
- 6-10 Life Insurance:**
- a. **Level of Coverage:** The City agrees to provide at its cost the life insurance benefit equal to one times annual salary for regular full-time employees and job share or regular part-time employees in permanent budgeted position covered by this agreement.
 - b. **Chosen By:** The City reserves its right to determine the provider of life insurance.
- 6-11 Long-term Disability Insurance:**
- a. **Level of Coverage:** The City agrees to provide at its cost the present long-term disability plan, for regular full-time employees and job share or regular part-time employees in permanent budgeted positions.
 - b. **Chosen By:** The City reserves its right to determine the provider of long-term disability insurance.
 - c. **Maximum Benefit:** The maximum monthly benefit shall be \$3,000 per month based on maximum insured salary of \$4,500 per month.
- 6-12 Flexible Spending Account:** The City will provide a Flexible Spending Account program (tax deferred employee contribution) that can be applied to specific expenses, e.g. childcare, medical expenses not covered by insurance plan, and orthodontic work.

ARTICLE 7 HOURS AND OVERTIME

- 7-1 Normal Work Schedule:** An employee will normally work eight (8) hours in a workday and five (5) days in a workweek and shall normally receive two (2) consecutive days off, but not necessarily in the same workweek. Employees in the Water Treatment Plant may work 6 shifts on and 2 shifts off.
- 7-2 Compressed Work Schedule:** The City may authorize other than a normal work schedule, such as a "10/4" or "9/80" schedule, when the department head and City Administrator finds such work schedule is consistent with the operational needs, efficiency and cost effectiveness of the department and the City. Such schedules shall be consistent with the Fair Labor Standard Act and shall not result in an increase in overtime hours. Current agreements for compressed work schedules are provided to the Chief Steward and available in the Human Resources Department. These agreements shall not confer any rights to such employees to continuation of compressed work schedules and the City reserves the right to return to a normal work schedule at any time.
- 7-3 Overtime:**
- a. Overtime Work:** This Article is intended only to be construed as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked. Overtime shall be paid only if authorized and assigned.
 - b. Distribution of Overtime Work:** All overtime work to which overtime pay is applicable shall be distributed as equally as possible among all employees within a reasonable period of time and within the classifications in the divisions affected, provided the employee is capable of performing the work. Employees may request to review logs of overtime offered/charged once per quarter upon 72 hours notice to their supervisor. If a non-bargaining unit employee is called in to work, that employee will assess the problem and take appropriate action. If the condition requires work in excess of one hour, a qualified bargaining unit employee will be called in to work.
 - c. Overtime Pay:** Employees shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week. Sick leave, except for pre-approved doctors appointments that require a partial days absence, shall not be counted as time worked for the purpose of overtime calculation. Employees shall be paid two times their regular hour rate of pay for all hours in excess of four (4) hours beyond their regular daily work schedule. The employee may at his/her option be compensated at the end of the payroll period in which it is earned for overtime either in the form of pay or compensatory time off for overtime earned and accrued up to a maximum of sixty-four (64) hours.

Overtime in excess of sixty-four (64) hours will be compensated for in pay. No credit for overtime will be given for less than eight (8) minutes of overtime work following the end of the employee's regular shift. When authorized and assigned, overtime will be computed to the nearest 15 minute increment as follows:

Overtime Worked		Overtime Computed
8 + minutes	=	¼ hour
23 + minutes	=	½ hour
38 + minutes	=	¾ hour

d. **Yearly Pay-Off:** Employees may be paid for a maximum of forty (40)-hours of accrued compensatory time off by providing notice to the Human Resources Office on the form provided by the City for this purpose. Compensation shall be determined by multiplying the number of hours for which compensation is requested by the employee's regular hourly wage. The required notice by the employee must be given between October 15 and 31 of each year and will be paid on the second payday in November.

e. **Meals On Extended Overtime:**

(1) In cases of emergency or when otherwise necessary, when a full-time City employee is required to remain on duty after the close of the employee's normal work day and the employee works overtime in excess of two (2) hours, the employee shall receive a meal period of thirty (30) minutes on the City's time. Every four (4) hours thereafter until the overtime work is concluded, the employee working overtime shall receive a meal period of thirty (30)-minutes on the City's time.

The City will reimburse for meals eaten that were paid for by the employee during authorized meal periods during extended overtime. Receipts are not required; the City will rely on the individual's integrity to claim what was actually spent **up to** \$9 for the meal and \$1.35 for the tip. One half (1/2) hour meal period will be paid, either when employee eats, or it will be added to the overtime hours worked **if paid meal period is not taken and worked instead.** *NOTE: if paid meal break is taken, the extra ½ hour paid meal time overtime will not be added to overtime hours worked.*

The employee cannot receive BOTH the reimbursed meal and the additional time for the meal break added to the overtime. The

exception to the above is if the employee is told to go home at the point that the meal break would occur, then the employee is due the ½ hour add-on meal break plus he/she would be reimbursed for a meal that he/she decided to purchase at that time.

- (2) The provisions of this section do not apply to employees on standby or employees called back or called in to work. Except that if, after being called back in to work whether on standby or not, the employee works four (4) consecutive hours, excluding unpaid meal breaks, then the provisions of this section will become applicable. This does not, however, apply to prearranged work.

- f. **Rest Period:** The City and the Teamsters mutually agree that when an employee has worked for eight (8) hours or more at the overtime rate during the sixteen-hour period immediately preceding the beginning of his/her regular work hours on a work day, he/she shall be eligible for rest period of at least six (6) hours on the completion of such overtime work. However, if in the opinion of the City an emergency exists, work shall continue until employee can be relieved by City. The meal paid shall be used as time worked for determining rest period.

ARTICLE 8 CITY RIGHTS

The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this MOU.

The City has and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this MOU.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to increase or decrease the work force, to establish and effect administrative and employment rules and regulations consistent with law and specific provisions of this MOU, to recruit and select applicants for positions, to promote, transfer, and assign employees, to direct its employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

ARTICLE 9 PROMOTION

The City will make a good faith effort to promote from within the City's workforce whenever possible. If the vacancy is not filled from within, the Human Resources Officer shall arrange for an open competitive examination and certification of an open competitive list.

ARTICLE 10 GRIEVANCE PROCEDURE

10-1 Definition/parameters: A grievance is a written allegation by an employee or group of employees of an alleged violation, misinterpretation, or misapplication of the MOU, City rules or regulations, department-wide policy, or appeal of disciplinary action. Complaints relating to Equal Employment Opportunity (including applicant examination and selection) shall be processed pursuant to established City complaint procedures in these areas.

Performance evaluation ratings and commentary shall not be subject to the grievance procedure except as otherwise stated in paragraph one above. Rejections of original probationary appointments are not appealable in accordance with Personnel Rule IX, section 3.

Employees represented under this MOU shall exclusively utilize the grievance procedure provided under this Article, and shall have no rights to pursue grievances or appeals under the Personnel Rules XIV "Grievance Procedures" or XV "Personnel Appeals."

10-2 Time Limits and Waiver of Grievance Steps:

- a. **Conditions:** It is agreed that harmonious relations between the parties require prompt handling and disposition of grievances. Failure of the grievant to comply with the time limits specified in this Article shall constitute abandonment of the grievance. Failure of the City representatives to comply with time limits specified shall entitle the grievant to appeal to the next step. However, the time limits specified may be extended by mutual agreement of the employee and his/her designated representative and the City supervisor/manager involved at that step of the grievance process.
- b. **Job Termination Grievances:** Grievances regarding disciplinary actions involving termination shall be submitted directly to the department head at Step 3 within five (5) working days after receiving the Notice of Termination.
- c. **Waiver of Step One Informal Resolution:** When the "Skelly" Pre-action meeting; made available in cases of certain suspensions, demotions, discharges or disciplinary reductions in pay is utilized by the employee, the informal grievance step required under Article 10-3a Step One - Immediate Supervisor (1) Informal Resolution will be waived. Step One Informal

Resolution may also be waived by written agreement of the parties.

10-3 Procedure:

a. Step One - Immediate Supervisor

Informal Resolution: It is the responsibility of bargaining unit members who believe they have a bona fide complaint to promptly inform and discuss it with their immediate supervisor. Every effort should be made to find an acceptable solution at the lowest possible level of supervision. Such discussion shall be initiated within ten (10) working days of the incident complained of, or within ten (10) working days from the date the employee should have reasonably become aware of the incident. The supervisor shall give the employee an oral reply within three (3) working days of the discussion.

b. Step Two - Division Head: If the supervisor's decision does not satisfy the grievant, he/she may file a written grievance with the division head within ten (10) working days after receipt of the supervisors decision. The written grievance shall contain a clear, concise statement of facts on which it is based, the specific provision of the rules, policies, or MOU said to be violated, and the specific remedy sought. The division head shall consider and discuss the grievance with the grievant and his/her representative, and shall within ten (10) working days of receiving the written grievance, submit his/her response in writing to the grievant and his/her representative.

c. Step Three - Department Head: If the written response of the division head is not satisfactory, the grievant may file the written grievance with the department head within ten (10) working days after the grievant's receipt of the division head's decision. Within seven (7) working days of having received the Step 3 grievance, the department head or his/her designee shall set a meeting with the grievant, the grievant's representative(s), and other personnel, as necessary, to investigate and consider the grievance. Within ten (10) working days of the meeting the department head shall submit his/her response to the grievant and the grievant's representative(s).

d. Step Four - City Administrator or Designated Representative: If the response at Step 3 does not result in resolution of the grievance, the employee may submit the grievance to the City Administrator or designated representative within ten (10) working days of the receipt of the Step 3 response. Within ten (10) working days, the City Administrator or designated representative shall set a meeting with the grievant, his/her representative, and other personnel, as necessary, to consider the grievance. Within ten (10) working days of the meeting, the City Administrator or his/her designated representative shall submit his/her response to the grievant and the

grievant's representative(s).

e. Step Five – Arbitration

- (1) If the grievant is not satisfied with the disposition of the grievance at Step 4, the grievant may request that the Union submit the grievance to advisory arbitration. The Union, and only the Union may elect to submit the grievance to advisory arbitration and shall notify the City in writing within 15 working days after receipt of the Step 4 decision.
- (2) In the event the parties are unable mutually to agree upon an arbitrator, they shall request that the panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one remains, and said last name shall be selected as the arbitrator.
- (3) The arbitrator's recommendation shall be advisory only, subject to the provisions below, and shall be in writing and shall set forth the arbitrator's finding of fact, reasoning, conclusions and recommended remedy, if any. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement or the written policies, rules, regulations, procedures, ordinances, and/or resolutions of the City.
- (4) All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the City and the Union. If the parties agree to request a stenographic transcript of the hearing, then the cost of said transcript should also be borne equally by the City and the Union. All other costs will be borne by the party incurring them.
- (5) Arbitrator's recommendation shall be in the form of a recommendation to the City Council. However, if the City Council declines to review the arbitrator's recommendations, the recommendation shall be binding upon both the City and the Union.
- (6) If the City Council decides to review the arbitrator's recommendations, it must undertake such review no later than the second regularly scheduled Council meeting following issuance of the recommendation. At a minimum, such review shall include a review of the hearing record and briefs submitted by the respective parties. The Council may, if it deems appropriate, permit oral arguments by representatives of the parties as well as asking for additional written or oral evidence.

In the event of such request, the presentation of argument and/or evidence must be in the presence of both parties. Within thirty (30) working days after receiving the record, the City Council shall render a decision on the matter, which decision shall be final and binding on all parties subject to the following provision: In order to reject the advisory arbitrator's recommendations, the City Council's vote must be by a margin of four to one or better. If the Council does not render such a decision within the specified time limits, then it shall be deemed to have adopted the arbitrator's recommendations.

- (7) If the City Council rejects the advisory arbitrator's recommendation, then the City will pay the entire cost for the services of the arbitrator, including per diem expenses, travel, and subsistence expenses. The City will also pay one-half of related court reporting services, when requested by the Union.

10-4 Grievance Representatives

- a. Employees may represent themselves at all stages of the procedure or, at their election, be represented by a Union steward.
- b. An employee who reasonably believes that an interrogation may result in disciplinary action is entitled to be represented by a union representative, attorney or other individual should such a request be made by the employee.
- c. Union grievance representatives have the right to paid release time under the grievance procedure herein subject to the following:
 - (1) The Union may designate up to 12 employees as stewards to serve as grievance representatives. Each steward, except the Chief Steward, will be assigned to a specific job site. Employees shall not be represented by more than one steward, except for the Chief Steward. The Union shall notify the City Administrator and the Human Resources Manager in writing of any changes in the designated stewards and their assigned job site representation. There will be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations. Such designations shall be made from amongst employees regularly working at the job sites within the proximate geographic area where they are intended to service grievances.

- (2) One such representative may attend mutually scheduled grievance meetings and hearings with management representatives without loss of pay or benefits. In no event shall this paid release time be used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation.
- (3) Accredited non-employee representatives may be admitted to the buildings and grounds of the City during working hours for the purpose of assisting in the adjustment of grievances, so long as such will not unreasonably interfere with work operations or the safety and security of the work site. Such representative will check in with the supervisor involved and will be required to conform with the reasonable directions of the supervisor concerning timing and duration of the visit, and the operational and safety procedures to be complied with.

ARTICLE 11 NO STRIKE

Participation in any job action by an employee pertaining to his employment with the City of Lompoc shall constitute grounds for disciplinary action up to and including termination. The City will give disciplined employees due process rights as is required by law. As used herein, job action includes any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime, refusal to operate designated equipment, refusal to perform customary duties due to any labor dispute, any concerted refusal to appear at any assigned work station because of claimed or asserted sicknesses or disabilities, and withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in any or all of the preceding activities.

In the event of such activities, the Union shall immediately instruct any person engaging in such conduct that they are in violation of the MOU and that they should immediately cease in engaging in such conduct and resume full and faithful performance of their job duties.

In addition to any other lawful remedies or disciplinary action available to the City, the City may in addition to the above, invoke any and all legal and civil remedies available to it under applicable law, this agreement and the City's Employee/Employer Relations Resolution. If a job action exists as defined above, the City Administrator may also terminate dues deductions and service fees, replace terminated employees permanently with other workers, lock out employees and/or restrict the use of any City facility of any nature whatsoever.

At such time as the term of this MOU is expired, and negotiation and impasse procedure obligations in connection with a successor agreement are exhausted, the prohibition against such job actions are no longer in effect, except where public health and safety may be in jeopardy as determined by the City. This provision shall survive beyond the term of the MOU by mutual agreement of the parties.

ARTICLE 12 SENIORITY

12-1 Definition: For purposes of this Article, unless otherwise specified, seniority is defined as length of total service in a Teamster classification with the City from date of hire. No employee shall acquire any seniority until he/she has satisfactorily completed his/her probationary period. When the employee has satisfactorily completed his/her probationary period, seniority shall date back to the date of hire or rehire, as long as rehire date does not exceed 24 months.

- a. A rehired employee will retain his/her seniority, less time off job, as long as he/she rehires within 24 months.
- b. An employee in a Teamster represented classification who becomes a full-time, permanent part-time, or job-share employee shall be credited with seniority based on the following formula:
 - (1) 1000 part-time hours per fiscal year = .5 years of seniority
 - (2) 1500 part-time hours per fiscal year = .75 years of seniority
 - (3) 2000 part-time hours per fiscal year = 1.0 years of seniority

Accrued part-time seniority may be applied to layoff, bumping, recall, and re-employment rights.

12-2 Termination: Seniority shall be terminated by:

- a. Discharge for cause;
- b. Voluntary quit, resignation or retirement, unless rehired within 24 months;
- c. Absence from work for three successive working days without notifying the City unless satisfactory evidence of inability to report is shown.
- d. Failure to contact the City within five (5) working days and reporting to work within ten (10) working days after being notified by registered or certified mail at his or her last known address to report for work following a layoff; unless an extension of time to report for work has been granted by the City in writing. It shall be the employee's sole responsibility to keep the City informed of any changes in address.
- e. Absence on layoff or on account of illness or injury not suffered on the job, for a period of one year, not counting time spent in military service other than Reserve or National Guard duty.

12-3 Layoff/recall:

- a. Subject to the provisions below, in cases of layoff and recall, normally the employee or employees with the least total service in the affected classification(s) will be laid-off first; and recalled on the basis of greatest length of total service in the affected classification(s).
- b. Employees with the greatest length of service in a department whose classifications are to be affected by a layoff may, to avoid a layoff, bump laterally or downward into another classification within the same department, provided he/she is qualified to perform the duties and responsibilities of the other classification, and provided further that the employee affected by the bumping has less departmental seniority. Under no circumstances shall this clause be interpreted or applied to provide for upward bumping rights. For purposes of this clause a "division" of the Utility department or the Community Services department shall be deemed to be a "department".
- c. If an employee subject to layoff cannot bump within their department, and if that employee has held a permanent position in another department, he/she may bump into a vacant position of that classification in the department or bump an employee in that classification in the department with less City seniority, providing he/she has the skills and abilities to perform the current duties and responsibilities of the position and meets the current qualification requirements.
- d. When, in the judgment and discretion of the City, an employee with lesser seniority has critical skills and abilities required by the City under the circumstances, then the City may retain and/or reclassify such employees even though it means laying off or failing to recall employees with greater seniority. "Critical skills" shall mean those skills, which cannot be acquired by a typical employee within a thirty-day period.
- e. All efforts will be made by the City to give 30 days notice prior to the effective date of layoff.

12-4 Re-employment List: The names of probationary and permanent employees who have been laid off shall be placed on a re-employment list for the classification and any lower classifications in the classification series from which they were laid off in order of total continuous cumulative time served in probationary and permanent status. Their names shall remain on the reemployment list for a period of 36 months, if they remain in City service after placement in another position, or 24 months if laid off from City service, unless such persons are re-employed sooner.

Employees who have experienced a demotion as a result of a reduction in force shall also have their names placed on such a re-employment list for the classification from which they were demoted (or a lower classification if part of a classification series).

- 12-5 Recall:** Recall of employees who have been laid off will be done by restricted certified mail. The notices will be sent to the last known address of the affected employee. The employee has the sole responsibility to keep the City informed of any changes of address. After receipt of the notice, the employee must contact the City within five (5) working days and report to work within ten (10) working days, unless an extension of time to report for work has been granted by the City of Lompoc.
- 12-6 Seniority During and after Layoff:** In the event of layoff and recall from a re-employment list, the employee will retain his/her seniority date, accrue vacation leave at the same rate, and will have any unused sick leave restored.
- 12-7 Seniority List.** The City shall provide the Union, by January 31st and July 31st of each calendar year, the names and date of hire of each Local 381 bargaining unit member.

ARTICLE 13 HOLIDAYS

13-1 Observed:

- a. Regular full-time employees shall be eligible for the following paid holidays:
- January 1
 - Third Monday in January - Martin Luther King Day
 - Third Monday in February
 - Last Monday in May
 - July 4
 - First Monday in September - Labor Day
 - November 11
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - December 24
 - December 25
 - One "floating" holiday
- b. Any public holiday(s) which may be proclaimed by the President or Governor and City Council or Mayor of the City of Lompoc.
- c. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday the following Monday shall be observed.
- d. **Non-Shift Employees:** Employees who are not assigned to divisions operating on a 24-hour basis or schedule shall observe December 24 as follows:

If December 24th is on:	Holiday Observed on:
Wednesday	Friday
Thursday	Thursday
Friday	Thursday
Saturday	Friday
Sunday	Tuesday
Monday	Monday
Tuesday	Tuesday

13-2 Holiday Scheduling: With the exception of employees in the Water and Wastewater Treatment Plants or other departments operating on a 24-hour basis or schedule, regular full-time employees shall, normally not be required to be on duty on holidays unless the employees services are required in the interests of the public health, safety or general welfare.

13-3 Holiday Pay: However, whenever employees are required to work on observed holidays they shall be compensated at the rate of one and one-half ($\frac{1}{2}$) times their regular hourly rate. When employees are required to work on the actual holiday, they are eligible for two times their regular hourly rate. In addition, at the discretion of the department head, the employee may either receive eight (8) hours of additional compensation or eight (8) hours of equivalent time off at the straight time rate. When employees work on an observed holiday, which is also the actual holiday, they will receive the compensation under the actual holiday provision, but not the compensation under the observed and actual holiday provisions. Any holiday time accrual may not exceed sixty-four (64) hours.

- a. Call-Ins On Holiday:** When regular full-time employees are called into work on a Holiday all hours worked as a result of the call-in will be at the overtime rate until the employee's regular shift begins.
- b. Holiday Accrual/Pay-Off:** Holiday accrual in excess of 64 hours will be compensated for in pay. In addition, employees may be paid for a maximum of 30 hours accrued holiday time-off by providing notice to the Human Resources Office on appropriate forms. Compensation shall be determined by multiplying the number of hours for which compensation is requested by the employee's regular hourly wage. The required notice by the employee must be given between October 15 and 30 of each year and will be paid on the second payday in November.
- c. Requirements to Receive Pay:** In order to receive holiday pay, on a holiday not worked, the employee must work his/her full regularly scheduled shift before and after the holiday. Otherwise, the holiday will be charged to the employees sick leave balance.

- (1) The following exceptions, for not working the full regular shift before and after a holiday will be allowed:
 - (a) A doctor's visit with written verification from the doctor that the employee is unable to perform the duties of his/her position due to illness or disability.
 - (b) Emergency medical care with written verification.
 - (c) When a holiday occurs during an employee authorized vacation, bereavement leave, jury duty or military leave.
 - (d) When an employee is sent home by the supervisor due to an obvious illness that is impairing the employee's performance.
 - (e) Employees who utilize sick leave for part of the day for a doctor's visit before or after the Holiday and provide doctor's verification of the visit shall have the right to qualify for holiday time.
 - (f) Unpaid furlough days taken/assigned before or after a holiday.
- (2) Holiday pay will not be charged to sick leave when these exceptions are met, it will be charged to holiday leave.

ARTICLE 14 BEREAVEMENT LEAVE

- 14-1 Defined:** Regular full-time employees are entitled to up to five (5) days paid leave to attend or arrange for the funeral of the following immediate family members (whether by kindred or affinity): spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother and grandchildren. Permanent part-time and job share employees shall receive prorated leave time. The City Administrator or his designee shall determine the length of such leave with due regard for the relationship of the deceased to the employee and necessary travel, if any. In no event shall such leave exceed five (5) days.
- 14-2 Guardianship:** A person who acted as the employee's sole or primary guardian during the employee's childhood shall also qualify as an immediate family member for purposes of the bereavement leave qualification.
- 14-3 Other Circumstances:** If the employee is the sole guardian of a person, eligibility for bereavement leave may be authorized on a case-by-case basis at the discretion of the City Administrator or designee.

ARTICLE 15 SICK LEAVE AND VACATION LEAVE

- 15-1 Accrual and Use of Paid Sick Leave** is limited to unit employees who work more than 1,040 hours per year, and who, on account of the employees physical disability (not intentionally occasioned or inflicted by the employee) is prevented from performing his/her regular duties.
- 15-2 Accumulated Sick Leave Credits** under this Article are intended as an insurance benefit provided by the City to protect employees during bonafide physical disability causing the employee to be unable to perform his/her regular duties.
- 15-3 Family Sick Leave:** Regular full-time employees will be eligible to use up to 50% of their annual sick leave accrual to care for dependent child, spouse or parent due to illness.

If a Teamster unit employee has an accrued balance of 24 days (192 hours) of sick leave, he/she shall be eligible to use an additional day (for a total of 7 days for full-time employees) for family sick leave. The accrued balance will be evaluated based on the pay period prior to the family sick leave use.

Eligibility for family sick leave use based on accrued sick leave balance will be as follows:

SICK LEAVE BALANCE			FAMILY SICK LEAVE ELIGIBILITY		
6+ Days	48 Hours		6+ Days	48 Hours	
24	192		7	56	
36	288		8	64	
48	384		9	72	
60	480		10	80	
72	576		11	88	
84	672		12	96	

- 15-4 Sick Leave Accumulation:** Full-time unit members shall accumulate 3.692 hours of sick leave credit for every completed bi-weekly payroll period. Job Share and regular status part-time employees who occupy a budgeted position will accrue sick leave on a pro-rated basis determined by the number of hours worked.
- 15-5 Notification of Sick Leave:** Any employee who is unable to report for work due to illness or is delayed, is responsible for insuring that his/her immediate supervisor is notified as far in advance of the start of the employees scheduled shift or within one hour prior to or after the starting time, or in an emergency situation as soon as is practical. Supervisors shall post or distribute the names of contact persons, alternate contacts and phone numbers.

- 15-6 Declaration of Sick Leave:** The City may require a declaration from the employee and/or the employee's physician and/or other verification concerning the employee's disability.
- 15-7 Denial of Sick Leave:** Sick leave shall not be granted, and may be denied, retroactively, where there is evidence of malingering, false application for such leave, or other misuse or abuse of the privileges of sick leave; no compensation will be paid under such circumstances, and such actions on the part of the employee may be grounds for disciplinary action up to and including dismissal.
- 15-8 Non-accrual of Sick Leave:** Sick leave shall not accrue to an employee:
- a. **Paid Leave:** During the employee's absence on paid leave status when the employment terminates or is to terminate at the end of such leave;
 - b. **Unpaid Leave:** During the employee's absence on unpaid leave status; or
 - c. **Unauthorized Leave:** During any period of unauthorized leave.
- 15-9 Sick Leave under Workers' Compensation:** An employee receiving temporary disability payments under the workers' compensation laws may use a prorated portion of accumulated sick leave in order to maintain regular income.
- 15-10 The Union Shall Support** the City in efforts to reduce improper and/or excessive use of sick leave.
- 15-11 Sick Leave Incentive:** Employees with a minimum of one (1) year full-time or part-time budgeted regular, and job share status employment shall be eligible for an annual payment of \$300, if their sick leave utilization for the calendar year (prior 12 months) is three equivalent regular work days or less. The payment shall be calculated after the first pay period ending in December. It will be paid on the second pay period ending in December.
- 15-12 Vacation Leave Accrual:** Full-time regular status employees who have served more than six months in the City service shall be eligible for vacation leave with pay. Vacation credits will be granted to such employees who have worked less than six months upon receiving a permanent appointment. Job share or regular part-time employees occupying a budgeted position will be credited vacation on a pro-rated basis determined by the number of hours worked. Other eligible employees who work less than full-time, but more than 1040 hours during a fiscal year shall be credited vacation on a prorated basis on hours in excess of 1040. Vacation Leave Benefits will accrue to full-time, regular status employees on the following schedule:

Years of Service:	Days/Year accrual:
1-5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16 & over	21

Part-time, temporary service in a Teamster classification shall be credited on prorated basis toward service time for vacation accrual rate (see Article 12-1b), as long as no break in service. Employees reinstated within 24 months after resigning from City service shall be credited with their prior service time for determining their vacation accrual rate. Employees notifying the Payroll office of such service shall have the accrual rate adjustment retroactive to the pay period beginning December 30, 2002. Accrual rate adjustments will be calculated no later than December 14, 2003.

15-13 Catastrophic Leave:

- a. **Catastrophic Defined:** A serious or catastrophic illness or injury is defined as an adverse medical condition in which a physician has verified that an employee will be absent from work for more than 20 consecutive work days.
- b. **Donations:** A Catastrophic Leave Donation Policy will be implemented providing the transfer of vacation leave, compensatory time, or holiday leave time, from one employee to an employee with a serious or catastrophic illness who has exhausted all leave balances, subject to a maximum credit of 520 hours.

15-14 Excess Vacation. Accumulation of vacation time is computed annually effective the first pay period ending after January 1 of each year. On that date any employee who has accumulated vacation time in excess of the amount allocated for two years of continuous service will stop accruing vacation leave until their balance is below the maximum. If there are special circumstances preventing employees from scheduling all excess vacation before such date, they may request carryover approval from the City Administrator. Employees should specify in a memo sent to the Department Head the circumstances preventing vacation use and the time frame in which

vacation will be reduced below the maximum. The Department head will then forward the request to the City Administrator and a copy to the Human Resources Director with his/her recommendations. The City Administrator will notify the employee and the Human Resources Department of his/her decision on the request.

ARTICLE 16 WORKING OUT OF CLASS

16-1 Qualifications:

- a. Any person temporarily appointed to serve in a higher classification and serving continuously in said classification for 10 work days, or 80 hours of working on a compressed work schedule, shall receive the compensation established for the higher classification retroactive, back to and including the first work day.
- b. Holidays which fall during the ten (10) day qualifying period prior to establishing eligibility for "Out of Class" pay shall be counted as a workday for purposes of meeting the 10-day time line.
- c. Employees absent during the qualifying 10 workday periods shall receive credit for those days worked prior to the absence if he/she returns to out-of-class position on the first day back to work. If the employees returns to work in their regular classification and is reassigned out-of-class at a future date, a new 10-day qualifying period must be met.
- d. Absences due to illness or an injury of less than four hours for eight-hour work days (or 4½ hours for 9-hour days; 5 hours for 10-hour work days) will be counted as a day worked for purposes of the qualifying 10-day period.

16-2 Exceptions: Once an employee has qualified for acting pay in a specific assignment for a total of 10 work days during the calendar year, he/she will be eligible for acting pay in same assignment beginning with the third day in acting status during the remainder of the calendar year. If at the beginning of a new calendar year, an employee has met the qualifications for working out of class pay for the previous calendar year and is currently serving in that capacity, he/she shall continue to be eligible until termination of that assignment.

16-3 If serving in an acting assignment for at least nine (9) pay periods, an employee shall be eligible to receive holiday and ATO payoffs at the compensation rate for his/her acting assignment.

ARTICLE 17 PAYROLL DEDUCTIONS – UNION DUES

During the term of this MOU, upon receipt of an executed voluntary written authorization, the City shall deduct Union dues from the second pay warrant of the month for employees who are members of the Union. The form for this purpose shall be provided by the City and the amounts to be deducted for Union dues shall be certified to the City by the appropriate Union official.

Authorizations for dues deductions shall be revocable by the employee upon thirty days advance written notice to both the Union and to the City.

The Union hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action arising from the operation of this provision of the MOU it is also agreed that neither any employee nor the Union shall have any claim for error against the City for any deductions made or not made, as the case may be.

Except by mutual agreement, the obligation to deduct and transmit dues shall expire concurrently with the expiration of this MOU.

ARTICLE 18 UNION REPRESENTATION FEE

- 18-1** Continuing through the term of this agreement, each non-probationary employee who chooses not to become or remain a member of the Teamsters Union shall be required to pay to the Union a representation service fee. For purposes of this Article non-probationary employee shall mean an employee who has successfully completed the probationary period following an original appointment. The service fee represents each employees proportionate share of the Union's cost of meeting and conferring and administering the MOU, and shall be established at no more than 90% of the Teamster member dues (not to exceed the actual representation costs) as determined by an independent CPA.
- 18-2** Job share and part-time permanent employees who work less than full-time, but more than 1040 hours during a fiscal year shall be required to pay to the Union a representative service fee that represents each such employees proportionate share of the Unions' cost of meeting and conferring and administering the MOU as stated above. For these employees proportionate share shall be allocated based on their hours worked as a proportionate share of a regular full-time employees hours worked. A job share employee working half time would pay one-half the cost of representation not to exceed the maximum representation fee amount.
- 18-3** Any employee who is a member of a religious body, whose traditional tenants or teachings include objections of joining or financially supporting employee organizations shall not be required to financially support the Union. That employee, in lieu of a membership fee or a representation service fee deduction, shall instruct the City to deduct and pay a sum equal to the representation service fee to a non-religious, non-labor, charitable organization selected by such employee or, in the

absence of such selection, as agreed upon by the Union and the City.

- 18-4** Prior to an employee becoming obligated hereunder to pay any portion of a service fee, the Union must have given sufficient financial information to potential objectors to allow them to gauge the propriety of the Union's representation service fee that represents the employees proportionate share of the Union's cost of meeting and conferring and administering the MOU. As used herein, potential objectors shall mean any unit employee who is subject to the representation service fee. This information shall be updated annually and made available in accordance with Government Section 3502.5(d). The financial information must be an adequate disclosure that would include major categories of expenses (for collective bargaining and contract administration for which the non-member can be charged) as well as verification by an independent auditor. The financial information must apply to the local expenditures as well as uses made by State and national affiliations to whom the local union transmits a portion of the funds.
- 18-5** The City has the right to review financial information provided by the Union reasonably necessary to enforce the terms of Article 18 of the MOU.
- 18-6** The unit employee who is subject to the payment of a representation service fee hereunder shall have the right to object to any part of that fee payable by him or her which is claimed to represent the employees additional pro rata share of expenditures by the Union that is in aid to activities or causes of a partisan, political, or ideological nature, or that is applied towards the cost of benefits available only to members of the Union, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering the MOU.
- 18-7** The potential objectors will then be in a position to object to specific expenditures. If the Union does not accommodate the service fee payer's objection, the Union shall thereupon deposit the disputed share of the service fee in an interest-bearing escrow account that is under the control of a disinterested third party. The objector is thereupon constitutionally entitled to a reasonably prompt decision by an impartial decision-maker. The impartial decision maker will be jointly selected by the Union and the objecting employee.
- 18-8** The representation service fee arrangement provided by this article may be rescinded by a secret ballot majority vote of all unit employees, provided that (1) one year has elapsed subsequent to the initial election approving the service fee; (2) a request for such vote is supported by a petition containing the signatures of at least 25% of the employees in the unit; (3) in no event shall there be more than one vote taken during any one contract year. The sufficiency of petitions shall be determined and the election conducted by the State Conciliation Service (S.C.S.) or any other entity or individuals agreed to by the Union and the City. If there is no agreement, the election shall be conducted by the S.C.S. Any costs of the election shall be

shared equally.

18-9 This article shall not constitute a condition of employment and the Union shall be solely responsible for the enforcement of this article.

18-10 The Union agrees to indemnify and defend the City and its officers, employees, and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City under this article.

18-11 The City will include a notice in full-time regular status job announcements that the identified classification is union represented and after completion of their probationary period employees must pay either union dues or a union service representation fee.

ARTICLE 19 PROTECTIVE CLOTHING

19-1 Gloves: The City will provide gloves to employees where needed as determined and authorized by their department directors. Gloves will only be worn while performing City authorized functions. Employees shall be responsible for loss of gloves while under his/her control. This does not include normal wear or work-related damage.

19-2 Boots:

a. General: The City will provide safety boots every 18 months for employees in classifications whose regular job duties necessitate safety boots as determined by the City. Employees are expected to maintain safety boots in reasonable condition. The maximum allowable amount for such boots will be \$150 (one-hundred and fifty dollars).

b. Ergonomic: Customer Service Workers will also be provided with appropriate ergonomic footwear, as determined by the City, every 18 months.

c. Replacement: At supervisor's discretion, replacements of boot or ergonomic footwear for Customer Service Workers can occur earlier than every 18 months on the basis of extraordinary wear or damage from job duties, or later than every 18 months on the basis of lack of wear or use.

19-3 Uniforms: The following regulations will apply to the use of City furnished and maintained uniforms by all City employees:

a. The uniform is to be worn only while performing City authorized work related functions. This includes the commute to and from work.

- b. The employee is required to wear the provided uniform while engaged in Department business. The exception to this rule is where, due to no fault of the employee, a clean uniform is not available.
- c. Each employee is responsible for obtaining clean uniform sets at the location designated by each Department Head.
- d. Each employee is responsible for returning soiled uniforms to the designated location for pick-up by the uniform service. Number of returned uniforms must be verified by the Division Head or his authorized representative.
- e. The employee is responsible for verification of the number of uniform sets received and any deviation from the number of sets shown delivered should be immediately brought to the attention of the Division Head or his authorized representative.
- f. The employee shall be responsible for the loss of uniforms while under his control. This does not include normal wear nor work related damage.

ARTICLE 20 POSTING OF NOTICES

The Union shall have the right to use the City's interoffice mail system and post on bulletin boards designated by City in the space set aside for Union matters, notices of Union meetings, elections, results of elections, and any other matters pertaining to normal, regular and lawful Union business. Any Union activity addressed in this Article must be conducted on the employee's own time.

ARTICLE 21 CONFIRMATION OF REQUIRED DRIVER'S LICENSE

21-1 Confirmation of required drivers license: It is agreed that the City shall have the right, upon request, to demand confirmation that any employee, whose job description includes the requirement that the employee possesses a valid and appropriate drivers license, possess such a license. The employee shall cooperate with the City in filing any request for information required by the Department of Motor Vehicles.

21-2 If your license is suspended or revoked: Employees who drive City vehicles or personal vehicles in the course of their job duties, must notify their department head if their license is suspended or revoked.

ARTICLE 22 USE OF CITY RECREATIONAL FACILITIES

As City recreation facilities become available, employees in the bargaining unit will be given the opportunity to participate at no charge. Employees will be notified of the specific facilities covered by this Article.

ARTICLE 23 DRUG AND ALCOHOL TESTING REQUIREMENTS

Employees who are required to have a commercial drivers license, and have been issued a valid commercial drivers license, are subject to the alcohol and drug testing rules published by the Federal Highway Administration and the U.S. Department of Transportation of February 15, 1994.

ARTICLE 24 TRANSMISSION OF DOCUMENTS

The City will provide the Union with a mailbox in the City Hall mailroom to be used for transmission of Union/City business.

ARTICLE 25 PERSONNEL PROCEDURES MANUAL

- 25-1** The City will provide the Chief Steward with a hard copy and revisions of the Personnel Procedures Manual. The Personnel Procedures Manual and MOU will be available on the City intranet.
- 25-2** The City will provide the Union with any changes to the Personnel Procedures Manual involving a mandatory subject of bargaining.

ARTICLE 26 JOB DESCRIPTION NOTIFICATION

- 26-1 Employee Notification:** When a change in an employee's job specification is approved by City Council, if the education, certification, or other minimum qualifications are changed, the division manager, or designee, shall inform current employees of the actions necessary to meet the new qualifications. This will include the time limit for obtaining the new qualifications.
- 26-2 New Requirements Policy:** When City management staff receives notification of new requirements for drivers' licenses or certificates/licenses for employment, they shall notify all employees affected by the new requirements. The notification will include the specific requirement, the reason for the requirement, the specific date when the requirement must be met (a reasonable time frame will be stipulated), and the consequences if the requirement is not met by the deadline.

If an employee is unable to meet the requirements due to a disability as defined by the American with Disabilities Act, his/her case, including potential accommodations, may be considered and reviewed by the division manager.

26-3 New and Changed Classification Specifications: The City shall notify the Union in advance of any new or change in a Teamster classification that affects a term or condition of employment or salary range, and will provide the Union with an opportunity to meet/confer on these issues.

ARTICLE 27 TUITION REIMBURSEMENT

The City will provide tuition reimbursement for college courses in accordance with Personnel Procedures Manual Chapter 43 "Tuition Reimbursement for College/University Courses." In addition, the City will provide community college students up to 100% tuition reimbursement and 100% reimbursement for required course books per semester. (Course syllabus and receipts identifying books purchased are required for books).

ARTICLE 28 LABOR MANAGEMENT COMMITTEE

The City and the Union agree to form a Joint Labor-Management Committee to study issues of mutual concern and develop strategies. Such meetings may be held quarterly. The party requesting a labor-management meeting shall provide the other an agenda at least seven (7) calendar days prior to the scheduled date. The dates and times of the meeting(s) will be mutually agreed upon by the members of the committee.

Membership shall consist of two (2) employee representatives appointed by the Union, the Human Resources Manager (or designee) and a management employee designated by the Human Resources Manager (or designee). The committee may also include the City Administrator (or designee). Other employee(s) may attend by mutual agreement of the parties; a paid Teamster staff representative may also attend.

It is expressly understood the purpose of the labor-management meetings(s) is to discuss and provide information, and not to change, eliminate or add to the provisions of this Agreement. Joint recommendations of labor & management shall be referred to the City Administrator for review and appropriate action.

ARTICLE 29 NOTIFICATIONS OF EMPLOYMENT/CONTRACTING OUT

Notices of demotions, dismissals, disciplinary reductions in pay, and suspensions will be in writing and served personally on the employee. Notices will be sent by certified mail to the last known address when they cannot be personally served.

The City will notify the Union of any proposed contracting out of services currently performed, when such contracting out would displace or financially impact an incumbent bargaining unit employee. The City will allow the Union the opportunity to discuss alternatives to the proposed contracting out prior to submission of recommendations to the Lompoc City Council.

ARTICLE 30 EMPLOYEE RIGHTS

Employees of the City of Lompoc shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purposes of representation on matters of employer-employee relations, including wage, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by the Union because of the exercise of these rights.

ARTICLE 31 SUPPORT OF AGREEMENT

By entering into this MOU, the City and the Union have arrived at a final understanding through the meet and confer process, resolving any differences, which may have arisen during that process. Accordingly, it is agreed that the Union will support this MOU for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and confer process except by mutual agreement of the City and the Union.

ARTICLE 32 SAVINGS CLAUSE

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws and regulations, and city ordinances affecting public health and safety. If any part or provision of this MOU is in conflict or inconsistent with such above applicable laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdictions, such part or provisions shall be suspended and superseded by any such applicable law or regulations and the remainder of the MOU shall not be affected thereby.

ARTICLE 33 DURATION OF AGREEMENT

- a. The terms and conditions of this Agreement shall remain in full force and effect commencing on December 18, 2010, and shall terminate at midnight on December 16, 2012.

It is expressly understood by the parties that although the contract expires on December 16, 2012, the period for taking furlough days in the second period of this agreement is extended to June 30, 2013.

- b. The City and the Union shall each have the opportunity to, upon expiration of this Agreement, reopen it for negotiation as follows:
 - (1) The Union shall, no later than the period of ninety (90) to sixty (60) calendar days prior to the expiration date of this Agreement, notify the Human Resources Manager in writing of its intent to reopen this

Agreement.

- (2) The City shall, no later than sixty (60) calendar days prior to the expiration date of this Agreement, serve upon the Secretary Treasurer of Local 381 in writing notice of its intent to reopen this Agreement.

- c.** Timely notice as indicated in B-1 and B-2 above, given by either or both parties to this Agreement, shall impose the duty to meet and confer.

- d.** In the event neither the City or the Union accomplish timely notice of the intent to reopen, the terms and conditions of this Agreement shall remain in full force and effect until such time as either provides timely notice of intent to reopen on the next successive annual anniversary date.

ARTICLE 34 RATIFICATION AND IMPLEMENTATION

Upon acceptance by the City Council, and the bargaining unit represented by the Union, this Memorandum of Understanding shall remain in effect until Midnight December 16, 2012.

It is expressly understood by the parties that although the contract expires on December 16, 2012, the period for taking furlough days in the second period of this agreement is extended to June 30, 2013.

IN WITNESS WHEREOF, the parties hereto agree to the language of this Memorandum of Understanding. Executed on this _____ day of _____, 2011.

CITY OF LOMPOC:

TEAMSTERS LOCAL 381:

Laurel Barcelona, City Administrator

Lynn Swenson, Principal Officer

Brad Wilkie, Management Serv. Director

Dave Latimer, Business Agent

Colin Tanner, Deputy City Attorney

Adrienne Boyd, Chief Steward

Beth Flamm-Overby, HR Manager

Dorin Marrs, Steward

Dan Smith, Steward

Donald Limoli, Steward

John Daniels, Steward

**CITY OF LOMPOC
&
TEAMSTERS LOCAL 381**

**2010-2012 MOU NEGOTIATIONS
LETTER OF UNDERSTANDING #1-2011**

With respect to the above captioned negotiation the City agrees furlough days taken/assigned shall be considered time worked for the purposes of calculating overtime, and all paid leave accrual.

Date _____

For the Union

Lynn Swenson
Chief Negotiator

For the City of Lompoc

Colin Tanner
Deputy City Attorney