

**INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 47
UTILITY UNIT
(IBEW – UTILITY)**



**MEMORANDUM OF
UNDERSTANDING**

**July 1, 2024 – December 31,
2026**

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47
REPRESENTING THE METER READING, ELECTRIC AND WATER UTILITY
EMPLOYEES UNIT FOR THE PERIOD JULY 1, 2024 THROUGH DECEMBER 31,
2026**

ARTICLE 1 – PREAMBLE

1.1 This Memorandum of Understanding (hereinafter the "MOU") is entered into between the City of Banning, a Municipal Corporation (hereinafter known as the "CITY"), and the authorized representatives of the International Brotherhood of Electrical Workers - Local 47 (hereinafter "IBEW-Local 47"), as the recognized employee organization for the Meter Reading, Electric and Water Utility Employees Unit of representation (hereinafter the "Unit"), relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500 - 3510 of the California Government Code, otherwise known as the Meyers Milias-Brown Act.

1.2 Recognition. The City continues to recognize IBEW-Local 47 as the only Recognized Employee Organization representing full time, permanent employees presently in the Unit or hereafter employed by the City and eligible for inclusion in the Unit. All included provisions of this MOU apply only to employees who are covered by the MOU. It is understood that this MOU shall constitute a bar to any petition or request for recognition of any representational unit which includes classifications of employees covered by this MOU or such petitions to represent such employees at any time during the term hereof. This provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 Term. Except as otherwise provided herein, this MOU between the City and IBEW-Local 47 relative to wages, hours, and other terms and conditions of employment shall become effective upon approval by City Council and thereafter shall remain in full force until its term expires at close of business on December 31, 2026, except that if no successor MOU has been negotiated and approved by December 31, 2026, then this MOU shall extend and not be terminated until such time as a successor MOU is approved by City Council or City Council unilaterally implements its last, best and final offer after impasse procedures have been followed, whichever occurs first.

1.4 Represented Classifications. This MOU covers employees in the following classifications:

Apprentice Meter Test Technician
Assistant Water Superintendent
Auto Cad/GIS Technician
Certified Powerline Technician

Electrical Service Planner
Electric Planning Supervisor
Electric Services Worker
Field Service Representative
Lead Field Service Representative
Meter Test Technician
Operations System Technician
Powerline Apprentice
Powerline Crew Superintendent
Powerline Crew Supervisor
Powerline Technician
Public Benefits Coordinator
Senior Electric Distribution System Designer
Senior Electric Services Planner
Substation Test Technician
Utility Service Assistant
Utility Engineering Services Assistant
Warehouse Services Specialist
Warehouse Specialist Water/Wastewater
Wastewater Collection Systems Specialist/Lead
Wastewater Collection Systems Technician I
Wastewater Collection Systems Technician II
Wastewater Collection Systems Technician III
Wastewater Collection Systems Supervisor
Water Crew Supervisor - Production
Water Crew Supervisor - Distribution
Water Production Operator I
Water Production Operator II
Water Production Operator III
Water Production Operator Lead
Water Service Worker I
Water Service Worker II
Water Service Worker III
Water Services Crew Lead

ARTICLE 2 - CONTINUATION OF RULES & POLICIES

2.1 Other Written Policies. It is understood and agreed that all such written ordinances, policies, resolutions, rules and regulations, including, but not limited to, the Personnel Rules and Regulations of the City, the Employer-Employee Relations Resolution (Resolution No. 2010-45); and the Administrative Manual of the City shall remain in effect during the course of this MOU, subject to amendment or deletions as otherwise provided herein.

2.2 Past Practice. For purposes of this MOU, "past practice" shall be defined as an unwritten policy, procedure or work rule of the City affecting wages, hours or conditions

of employment, upon which the City and members of the Unit have come to rely through a course of conduct and which is not inconsistent with the express terms and conditions of this MOU. As of the effective date of this MOU, all past practices preexisting this MOU shall be deemed to be void and of no further force and effect.

2.3 Meet and Confer. The City and IBEW-Local 47 agree to meet and confer during the term of this MOU over the adoption, amendment or revision, including repeal, of City ordinances, resolutions, rules and regulations, including but not limited to, the City's Personnel Rules and Regulations, the Employer-Employee Relations Resolution (Resolution No. 2010-45) and the Administrative Policies of the City, to the extent that such documents contain mandatory subjects of bargaining pursuant to the Meyers-Milias-Brown Act. Should an impasse be reached following such meet and confer sessions, the provisions of the Employer-Employee Relations Resolution (Resolution No. 2010-45) and state law will apply.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Non-Discrimination. The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable law, nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or activities on behalf of the IBEW-Local 47.

3.2 Employee Organization Membership. IBEW-Local 47 will accept into membership all eligible persons of the bargaining unit without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable.

3.3 Rights Granted By State and Federal Law. Except as otherwise provided in this MOU, the employees covered by this MOU shall have all rights which may be exercised in accordance with state and federal law, and applicable ordinances, resolutions, rules and regulations. However, employees covered by this MOU shall not have the right to file a grievance for violation of any such law, ordinance, resolution or rule, except as specifically set forth herein at Article 28.

3.4 Additional Employee Rights. Employees shall also have:

- (a) The right to form, join, and participate in activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

- (b) The right to refuse to join or participate in the activities of employee organizations.
- (c) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal by other employees, employee organizations, management or supervisors, as a result of their exercise of rights indicated in (a) and (b) above.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 City Authority & Management Prerogative. IBEW-Local 47 recognizes and agrees that, except as limited by this MOU, the City and its representatives have the responsibility and the authority to manage and direct all operations and activities of the City including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards and the processes and the materials to be employed; the right to subcontract any work or operation; to expand or diminish services; to determine the procedures and standards of selection for employment and promotion; determine classifications; direct its employees; take disciplinary action; relieve its employees of duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted and to assign work to employees and to establish and change work schedules and assignments and to determine the days and hours when the employees shall work; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and work performance technology.

4.1.1 When the decision to make the change is non-negotiable, but the effects of the decision are negotiable, the duty to provide notice and an opportunity to bargain arises at the time the decision is made and prior to taking action to implement the decision.

4.2 Subcontracting. At no time shall the City subcontract work that was previously completed by IBEW-Local 47 Represented employees whose services have been terminated without prior notification to meet and confer with the IBEW-Local 47 representative.

4.3 Volunteers. The City agrees that volunteers shall not be used to fill positions or replace work previously performed by terminated or laid off Unit members except on a temporary basis during the recruitment process for a Unit classification for which the Unit member resigned or was terminated for reasons other than layoff.

ARTICLE 5 - PROBATIONARY PERIOD

5.1 Probation Period. All employees appointed to a position represented by IBEW Local 47 shall serve a twelve (12) month probationary period. The probationary period shall be considered a part of the examination and selection process and shall not include any

time served under any limited service or provisional appointment but shall start from the time of appointment to a regular position. After serving six (6) months in the probationary period, the employee shall be eligible for a six-month merit increase based upon a satisfactory performance evaluation. This will be the employee's new anniversary date for future performance evaluations/merit increases. Employees will pass probation at the end of the probation period upon a satisfactory performance evaluation, or shall pass probation if employee's supervisor does not provide the performance evaluation on time.

5.2 Probation Period for Promotions. Represented employees who have previously successfully completed a probationary period and who are subsequently promoted, shall serve a six (6) month probationary period in the new position. At the conclusion of the probationary period, upon a satisfactory performance evaluation, employees shall pass probation and receive a salary increase of two (2) steps, or shall pass probation and receive the pay increase if employee's supervisor does not provide the performance evaluation on time. This will be the employee's new anniversary date for future performance evaluations/merit increases.

5.3 Probation Period Extension. Probation Period on an employee's initial probation can be extended if necessary, for a period not to exceed six (6) months. If extended, such action must be extended during initial probation period. Any extended period of absence from duty of four continuous weeks (2 pay periods) or more for any reason except scheduled vacation, will automatically cause a probation period to be extended equal to the period of absence.

ARTICLE 6 - DUES DEDUCTION; AGENCY SHOP

6.1 Dues Deduction. The Union may have the regular dues of its bargaining unit members deducted from paychecks under the following procedures:

6.2 Sufficient Earnings. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the IBEW – Local 47 dues deduction authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

6.3 Non-Pay Status. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over IBEW – Local 47 dues.

6.4 Dues Authorization. The Union is solely responsible for distributing to, and collection from, employees the dues deduction authorization forms. Union shall notify the City in writing of any employee who hereinafter comes into the bargaining unit and who has provided appropriate written authorization to the Union. The City shall deduct the approved bi-weekly membership dues and voluntary deductions in the pay period following receiving written notification from the Union.

6.5 Dues Cancellation. An employee's authorization for payroll deduction of IBEW – Local 47 dues may be cancelled at any time by written notice from the employee to IBEW-Local 47, and employee may pay dues directly to IBEW-Local 47. An employee's deduction authorization shall automatically be cancelled if the employee leaves the employ of the City or is transferred to a position not within the Unit. Union shall advise the City in writing of the membership dues and voluntary deductions to be deducted for each member. Union shall notify the City in writing of any changes to employee deductions thirty (30) days prior to the effective date of such change. The Union shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a membership dues and voluntary deduction authorization.

6.6 Funds Transmission. The aggregate amount of IBEW – Local 47 dues deductions by the City shall be transmitted monthly to the Business Manager/Financial Secretary of IBEW – Local 47. The City shall provide the Business Manager/Financial Secretary with a list each month indicating the dues deducted from the pay of any Unit member and those employees for whom no deduction was made pursuant to the provisions of Sections 6.2 and 6.3.

6.7 Indemnification. IBEW – Local 47 shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City arising from this Article, including on account of employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations regarding employee dues and voluntary deduction authorizations. In addition, Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE 7 -UNION REPRESENTATIVES

7.1 Meetings. Two (2) employees selected by IBEW – Local 47 may attend scheduled meetings with City management during regular hours without loss of pay, provided that such employees shall not leave their work station or assignment without first securing approval of their Department Head twenty-four (24) hours in advance. Such meetings shall be scheduled in a manner consistent with the City's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such meetings at hours other than such employee's regular working hours, in which event attendance shall be without pay.

7.2 Leave For IBEW – Local 47 Business. Upon not less than seven (7) calendar days' notice, City may grant a leave of absence for IBEW – Local 47 business to not more than three (3) employee(s) designated by IBEW – Local 47. Such leave shall not be denied without legitimate reason. Such leave shall be without pay, but will not be considered a break in continuous service with the City. The total amount of all such leaves taken pursuant to this section shall not exceed ten (10) days in any calendar year, per employee.

7.3 Notification of Representatives. IBEW – Local 47 shall notify the Human Resources Department of the name(s) of Stewards as such individuals are appointed by IBEW – Local 47 from time to time.

ARTICLE 8 -BULLETIN BOARDS

8.1 Authorized Postings. The City will continue to provide adequate bulletin board space where currently available. Only areas designated by the Department Head may be used for posting notices. Bulletin boards may be used for the following notices:

- (a) scheduled IBEW – Local 47 meetings, agenda and minutes.
- (b) information on IBEW – Local 47 elections and the results.
- (c) IBEW – Local 47 special, recreational, credit union and related bulletins.
- (d) reports of IBEW – Local 47 official business including reports of committees or the executive board of IBEW – Local 47.
- (e) MOU, pay scales, job announcements, promotion lists, etc.
- (f) such other items as may be approved by the Department Head or his/her designee upon request of IBEW – Local 47.

8.2 Posted Notices. Posted notices shall not be defamatory or violate any of the City's policies, nor shall they advocate election or defeat of candidates for public office. All notices to be posted shall be dated and signed by an authorized representative of IBEW – Local 47. IBEW – Local 47 may give notices to the represented employees through use of the City mail system and/or the City computer e-mail system.

ARTICLE 9 - MEMORANDUM OF UNDERSTANDING COPIES

9.1 After it has been executed by the parties, the City shall provide IBEW – Local 47 with seven (7) originals and one (1) copy of an electronic (PDF) version of this MOU. IBEW – Local 47 shall be responsible for providing copies of this MOU to represented employees at IBEW – Local 47 expense. City shall also provide a copy of the executed MOU to any represented employee hired or promoted into the represented Unit after the effective date of the MOU. The City may charge for any additional copies.

ARTICLE 10 - MEETINGS

10.1 Items of Mutual Concern. Upon mutual agreement of both the City and IBEW – Local 47, the parties may meet to discuss items of mutual concern. A meeting conducted under this section shall not constitute a meet and confer or hearing under any grievance procedure.

10.2 Use of City Facilities. IBEW – Local 47 may be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use facilities must be obtained by IBEW – Local 47 from the Department Head. IBEW – Local 47 shall be held fully responsible for any damages to and security of any facility that is used by IBEW – Local 47.

10.3 Budget Oversight Committee. The City agrees to continue the Budget Oversight Committee, with IBEW – Local 47 entitled to appoint one (1) member. Said Committee shall have an equal number of members appointed by the City's recognized employee organizations. Said Committee shall be advisory only to the City Manager. The City shall determine the necessity of such meetings, and shall notify the appointed member of the scheduled Budget and Finance Committee meeting held to discuss the annual proposed budget and the mid-year proposed budget adjustments.

ARTICLE 11 -HOURS OF WORK

11.1 Work Schedules. The parties agree that the City has the right to return to its traditional five day eight hour per work day (5/8) work week schedule, maintain its current four day ten hour per work day (4/10) work week schedule, or implement a nine day every two work week eighty hour (9/80) work schedule for some or all IBEW – Local 47 represented employees as appropriate in the sole discretion of the City as determined by each Department Head and with City Manager approval. IBEW – Local 47 represented employees employed by the City as of January 1, 2025 working alternative work schedules as of January 1, 2025 who are required to return to working the traditional five day eight hour per work day (5/8) work week schedule shall receive an additional three percent (3%) base salary wage increase for the time period that they are required to work that particular traditional work schedule.

For Employees working a (9/80) work schedule, the work period shall begin four hours after the start time of his or her eight hour shift on the day that corresponds with the employee's alternating regular day off such that the employee works four, nine-hour shifts and one four-hour shift each seven-day work period. Employees working a traditional five day eight hour per work day (5/8) work week schedule or four day ten hour per work day (4/10) work week schedule will continue to maintain a week ending time of 11:59 pm on Sundays.

11.2 Notice of Changes. The City shall provide at least two weeks (14 calendar days) notice of a change in work schedules.

ARTICLE 12 -LIGHT DUTY

12.1 Accommodation. The parties agree that the City may assign employees who are unable to perform the full scope of their current job to temporary modified work consistent with the employee's functional limitations as described by his/her doctor when and where such work is available as determined by the City and where it may be

accommodated without adverse consequences to the City or disruption in services or operations. This Article does not create in any employee entitlement to assignment in a light duty position.

12.2 Eligibility. Temporary modified work will be considered on a case-by-case basis. Temporary modified work may involve modification of an employee's current job or assignment to work outside of an employee's current position. The Human Resources Department, in consultation with the Department Head, will determine eligibility for participation in the Temporary Modified Assignment Program and will coordinate temporary work positions/assignments.

12.3 Employee Cooperation. It shall be the duty of every employee to cooperate fully and promptly with the coordination of temporary/modified work assignments. Notification of changes in restrictions/limitation shall be promptly communicated to the Human Resources Department along with supportive documentation, acceptable to the City. In administering the Temporary Modified Assignment Program, the Human Resources Department may communicate directly with the employee's physician(s) regarding the employee's medical limitations, functional restrictions, job requirements in the employee's regular assignment, job requirements in any modified duty assignment under consideration and return to work status. Such communication will only be done with the employee's written authorization. Human Resources Department will consult with the employee's Department Head regarding possible modified duty assignments under consideration.

12.4 Retention of Benefits. Employees participating in the Temporary Modified Assignment Program shall retain all contractual benefits, except pay scale, not inconsistent with the objectives of the Temporary Modified Assignment Program. The City may change regular days off and work hours while the employee is in the Temporary Modified Assignment Program.

12.5 Right to Decline. However, employees retain the right to decline any initial or subsequent assignment provided by the Temporary Modified Assignment Program.

ARTICLE 13 - REST PERIOD

13.1 Rest Period. Represented employees who work 16 (sixteen) consecutive hours shall earn a ten (10) hour rest period.

- (a) A rest period of ten (10) consecutive hours or more shall be considered an interruption of consecutive hours worked.
- (b) A rest period of less than ten (10) consecutive hours shall be counted as time worked but not paid.

- (c) Represented employees shall be compensated at their regular rate of pay for all regularly scheduled work time that falls while that employee is on his/her earned rest period.
- (d) Represented employees required to return to work during an earned rest period, shall be compensated at the overtime rate of pay for all time worked. This overtime pay shall be in lieu of, and not in addition to, the regular rate of pay. Employees not required by management to return to work, but who choose to take less than a ten (10) hour rest period, shall be paid their regular hourly rate of pay for all regularly scheduled work hours.
- (e) Time paid for meals not taken shall not count toward earning a rest period. A paid meal time taken shall count toward earning a rest period.
- (f) When the rest period extends into a regularly scheduled work day, the employee may elect to use vacation time, compensatory time, floating holiday time or leave without pay for the rest of the day.
- (g) For the purpose of rest period eligibility, on any day that is not a regularly scheduled workday (including holidays) the hours that fall within the times of the employees' normally scheduled work shift, had it been a regular work day, will be counted as time worked.

ARTICLE 14- SALARIES, PERFORMANCE EVALUATIONS

14.1 Wage Increases/Performance Evaluations.

- (a) Effective upon the first full pay period following City Council approval of the new MOU, there shall be a cost of living adjustment increase of salary of 2%.
- (b) Effective the first full pay period following January 1, 2025, there shall be a cost of living adjustment increase of salary that would be equal to the percentage change in CPI year over year from November 2023 to November 2024 for the Riverside-San Bernardino-Ontario CPI-U region as published by the U.S. Bureau of Labor Statistics up to a maximum of 4.0% (i.e. CPI percentage up to 4.0%) should the percentage change in CPI be above 2.0%. Should the percentage change in CPI be below 2.0%, then the cost of living adjustment increase of salary would be 2.0%.
- (c) Effective the first full pay period following January 1, 2026, there shall be a cost of living adjustment increase of salary that would be equal to the percentage change in CPI year over year from November 2024 to November 2025 for the Riverside-San Bernardino-Ontario CPI-U region as published by the U.S. Bureau of Labor Statistics up to a maximum of 4.0% (i.e. CPI percentage up to 4.0%) should the percentage change in CPI be above 2.0%. Should the percentage change in CPI be below 2.0%, then the cost of living adjustment increase of salary would be 2.0%.

Ranges with defined steps are shown on the salary schedules provided herewith. The salary tables are calibrated in approximate 2.5% increments. Annual increase for satisfactory performance will be two (2) steps or approximately 5%. Department Heads will have the option of granting a higher salary increase based on exceptional performance, with approval of the City Manager. Unit members are evaluated using an employee performance evaluation form.

- (a) Employee shall be granted a step increase upon receiving a satisfactory overall evaluation on the City approved employee evaluation form OR such step increase will be automatically implemented if employee's supervisor is thirty (30) days late on giving such evaluation, retroactive to the due date of the evaluation.
- (b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under the grievance procedure outlined herein. However, an employee may upon request have such first denial reviewed by the Employee Relations Officer. Employee shall have the right to request a hearing with the Employee Relations Officer and to have a representative of his/her choice present. The decision of the Employee Relations Officer shall be final at this stage.
- (c) An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six months after the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated satisfactory, then the employee shall be granted the appropriate step increase effective the first pay period following the six month re-evaluation period. Such step increase shall not be retroactive.
- (d) If the employee's performance continues to be unsatisfactory after the six month re-evaluation period, the employee shall be given a final denial of step increase for the remainder of the regular evaluation period. After this final denial the monthly meetings to review his/her performance with his/her supervisor shall continue until the employee's next annual review. Denial of a step increase under this subsection shall be subject to review by an Evaluation Review Committee. The Evaluation Review Committee shall be comprised of the Employee Relations Officer, a non-evaluating Department Head selected by the employee, and an IBEW – Local 47 business representative. The Evaluation Review Committee shall make any adjustment to the evaluation that it deems justified by majority vote and its decision shall be final with no other right of appeal or grievance on the matter.

(e) An employee at the top of his or her range shall have his or her performance evaluated at least annually within thirty (30) days of her/her anniversary date.

ELECTRIC:

CLASSIFICATION	ADJUSTED SALARY RANGE	LADDER/STRUCTURE
Powerline Crew Superintendent	U92	4 ranges or 10% above Powerline Crew Supervisor
Electric Planning Supervisor	U92	4 ranges or 10% above Senior Electric Service Planner
Powerline Crew Supervisor	U88 / Step 13	4 ranges or 10% above Certified Powerline Technician
Operations System Technician	U86 / Step 13	4 ranges or 10% above Substation Test Technician
Senior Electric Service Planner	U88	4 ranges or 10% above Electric Service Planner
Electric Service Planner	U84	2 ranges or 5% above Powerline Technician
Certified Powerline Technician	U84 / Step 13	Rubber Glove Certified
Powerline Technician	U82 / Step 13	Benchmark Position
Electric Meter Test Technician	U82 / Step 13	Equal to Powerline Technician
Substation Test Technician	U82 / Step 13	Equal to Powerline Technician
Powerline/Meter Test Tech Apprentice	Percentage of U82 / Step 13	See Apprentice Salary Schedule
Powerline Tech (RG Certified) Apprentice	Percentage of U84 / Step 13	See Apprentice Salary Schedule
Assistant Electric Service Planner	U74	10 ranges or 25% below Electric Service Planner
Public Benefits Analyst	U72	4 ranges or 10% above Public Benefits Coordinator
Public Benefits Coordinator	U68	
Lead Field Service Representative	U60	4 ranges or 10% above Field Service Representative
Warehouse Services Specialist – Electric	U58	
Electric Service Worker	U58	
Field Service Representative	U56	

Utility Services/Engineering Services Assistant	U54	
Auto Cad/GIS Technician	U68	
Senior Electric Distribution System Designer	U88	Equal to Senior Electric Service Planner

WATER/WASTEWATER:

CLASSIFICATION	ADJUSTED SALARY RANGE	LADDER/STRUCTURE
Assistant Water Superintendent	U78	4 ranges or 10% above Dist/Prod/WW Supervisor
Distribution/Production/Wastewater Supervisor	U74	4 ranges or 10% above Lead
Water Services Lead*/Water Production Operator Lead/Wastewater Collection Systems Technician Lead	U70	4 ranges or 10% above Service Worker III/Prod III/Wastewater III
Water Production Operator III/Water Services Worker III/Wastewater Collection Systems Technician III	U66	4 ranges or 10% above Dist/Prod Operator II/Wastewater Collection Systems Technician II
Water Production Operator II/Water Services Worker II/Wastewater Collection Systems Technician II	U62	4 ranges or 10% above Worker I

Water Services Worker I/Wastewater Collection System Technician I/ Water Production Operator I/ Warehouse Specialist - Water	U58	Benchmark
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*Water Services Lead includes the Water Meter Crew Lead, Water Valve Flushing Crew Lead, and Water Construction Crew Lead.

14.2 Apprentice Salaries and Certificate Pay.

- (a) All incumbents who have completed their one-year probationary period in the classifications of Powerline Technician and Powerline Crew Supervisor shall be placed at maximum amount of the allocated range. Incumbents who have not completed their one-year probationary period in such classifications shall be placed on the allocated range at a point which is 95% of the maximum amount of such range.

- (b) City will create a new Class and a new Grade that incorporates the 6% received upon training completion and commencement, within the base salary; and City has the ability to do 0, 1, or 2 step increases at reviews.
- (c) All incumbents in Electric Utility Apprenticeships shall be placed at a point on the allocated range which reflects the corresponding phase, upon commencement, pursuant to ratios a. through g. listed below. Upon successful completion of each phase, apprentice will promote to the next phase and receive the stated range increase, pursuant to ratios a. through g. listed below, upon commencement of that next phase. The Apprenticeship phasing shall be in accordance with their Apprentice Agreement with future wage increases pursuant to the following ratios:
 - a. Phase 1 - 65% of Powerline Technician at Top Step (Currently Step 13)
 - b. Phase 2 - 70% of Powerline Technician at Top Step (Currently Step 13)
 - c. Phase 3 - 75% of Powerline Technician at Top Step (Currently Step 13)
 - d. Phase 4 - 80% of Powerline Technician at Top Step (Currently Step 13)
 - e. Phase 5 - 85% of Powerline Technician at Top Step (Currently Step 13)
 - f. Phase 6 - 90% of Powerline Technician at Top Step (Currently Step 13)
 - g. Phase 7 - Probationary Powerline Technician - 95% of Powerline Technician at Top Step (Currently Step 13)
- (d) All incumbents who have completed the Apprenticeship program shall be promoted to Technician at the start of the next pay period as defined in the Apprenticeship Agreement.
- (e) All incumbents in represented classifications for the Water or Wastewater Utility shall receive education incentive pay for non-expired certifications conferred by State of California water regulatory agencies in excess of the minimum job requirements. Employee shall be paid a 5% incentive for the first certificate obtained above the minimum job requirements and an additional 2.5% incentive for each additional certificate obtained up to a total of 12.5%. Under no circumstances shall the cumulative total for incentives exceed 12.5%. No incentives are paid for the classification minimum requirements.
- (f) The City will provide reimbursement for CDL training and the testing cost for an employee upon their completion of probation, and subject to the City pre-approving the training company and cost in advance at its discretion.

In addition, should the employee who receives the reimbursement separate from City employment within two years of receipt of reimbursement, then the employee agrees to reimburse the City for the entirety of the reimbursement.

14.3 Bilingual Premium Pay. Employees who have been certified as being fluent in a language other than English, or sign language, shall receive five percent (5%) premium pay, if the need for fluency is: (1) necessary for the current position, and (2) use of the language for compensation has been previously approved by the employee's supervisor and the Human Resources Department. Qualifications shall be based upon certification of a certifying authority selected by the City. Each employee shall be reviewed annually for bilingual pay as part of the annual evaluation. Authorization and continuation of premium pay shall be at the sole discretion of the City. Nothing contained herein shall preclude the City from requiring proficiency in a second language as a minimum job qualification for any future employee or position.

14.4 Retention Bonus. Represented Unit members in the classifications of Operations System Technician, Probation Meter Test Technician, Probation Powerline Technician, Powerline Technician, Powerline Crew Superintendent, Powerline Crew Supervisor, Substation Test Technician, Meter Test Technician, Electric Planning Supervisor, Electric Service Planner, Senior Electric Service Planner and Certified Powerline Technician shall receive a retention bonus of \$5,000 in the first full payroll following July 1, 2025, and \$2,500 in the first full payroll following July 1, 2026 as long as they are still employed with the City on the date they are to be paid. The following classifications shall receive \$2,500 in the first full payroll following July 1, 2025, and \$1,250 in the first full payroll following July 1, 2026 as long as they are still employed with the City on the date they are to be paid:

Assistant Water/Wastewater Superintendent
Wastewater Collection Systems Specialist/LEAD
Wastewater Collection Systems Technician I
Wastewater Collection Systems Technician II
Wastewater Collection Systems Technician III
Wastewater Collection Systems Supervisor
Water Crew Supervisor – Production
Water Crew Supervisor – Distribution
Water Service Worker I
Water Service Worker II
Water Service Worker III
Water Service Crew Lead
Water Production Operator I
Water Production Operator II
Water Production Operator III
Water Production Operator Lead
Warehouse Specialist Water/Wastewater

After the retention bonus payments as described above for the first full payroll following July 1, 2026 are paid, the retention bonus shall no longer be provided and shall sunset.

14.5 Y-Rating. When a Unit member is reclassified to a new or existing class with a lower maximum salary rate, he or she may be assigned a "Y-Rate" designation under which the Unit member will remain at his or her current salary. Unit members with "Y-Ratings" will be frozen at their current prevailing pay rate and will not participate in salary range adjustment until salary schedules related to their new assignment exceed the Y-rated pay rate. Establishment of a "Y-Rate" salary for a Unit member is an administrative determination and requires the approval of the Unit member's department head, the Human Resources Director, and the City Manager. The practice is not to be confused with involuntary demotion, salary range adjustments, or other normal personnel procedures including administrative actions that result in bumping rights.

14.6 Salary Survey. The City agreed to fund a salary survey with an approved consultant that was completed in October 2022. The survey included benchmarked positions as follows: Powerline Technician for Electric, Water Service Worker or Pipefitter for Water; Wastewater Systems Technician/Specialist for Wastewater.

Targeted Equity Adjustments – Implement PSPC 2022 Total Compensation survey recommendations for IBEW Utility classifications, excluding where apprenticeship agreement specifies otherwise.

It was agreed upon that all future salary comparison data shall be gathered from the agencies identified as follows:

<u>ELECTRIC UTILITY</u>	<u>WATER UTILITY</u>	<u>WASTEWATER UTILITY</u>
<u>Anaheim</u>	Anaheim	Riverside
<u>Riverside</u>	Azusa	Redlands
<u>Colton</u>	Colton	Colton
<u>Azusa</u>	Riverside	Ontario
<u>Southern California Edison</u>	Eastern Municipal Water District	Chino
<u>Pasadena</u>	East Valley Water District	Coachella Valley
<u>Burbank</u>	Redlands	Eastern Municipal Water District

14.7 Longevity Pay. Effective the first full pay period following City Council adoption of the new MOU, Employees shall receive additional compensation, effective on the employee's employment anniversary date, for Longevity as follows:

- (a) Upon completion of ten (10) years of continuous service, employees will receive additional pay of one percent (1.0%) of base salary;
- (b) Upon completion of fifteen (15) years of continuous service, employees will receive additional pay of one and one-half percent (total 1.5%) of base salary;
- (c) Upon completion of twenty (20) years of continuous service employees will receive additional pay of two percent (total 2.0%) of base salary.

The longevity pay described above is not "stacked," e.g. an employee who has 20 years of continuous service or more would receive a total of 2.0% additional pay as longevity pay.

ARTICLE 15 -OVERTIME, ON-CALL PAY

15.1 Maximum Comp Time Accrual. All work performed by Unit members in excess of forty (40) hours in one (1) week, where such hours are required and approved by management, shall be paid at the rate of two (2) times the employee's regular hourly base rate of pay, unless the premium rate is higher at the rate of one and one half (1.5) times the employee's regular premium hourly rate of pay. Overtime may be accrued as compensatory time to a maximum of one hundred sixty (160) hours. All overtime worked in excess of one hundred sixty (160) hours shall be paid for in the pay period in which it is earned.

15.1a Irrevocable Compensatory Time Leave Cash-Out. Compensatory time off cap is 160 hours, of which a maximum compensatory time amount of up to eighty (80) hours is eligible for an irrevocable cash-out option of up to twice per calendar year to be paid on the last pay check of May and/or November. Completed irrevocable election forms are due no later than December 31 of the calendar year prior to the calendar year in which the employee receives the cash-out. Employees will state the amount of hours to be cashed out for the May and November cash-out in their submitted irrevocable election form. Only CTO already accrued in the calendar year for which an election is made may be cashed out. If the employee does not accrue the CTO in the amount elected on form, the cash-out amount will be reduced accordingly to the amount accrued. Cash-outs for CTO accrued in the prior calendar year are not allowed. Employees may choose to have cash-out amount made as an employee contribution to the employee's 457 deferred compensation plan or retiree health savings plan, subject to any applicable contribution limits imposed by IRS regulations.

15.2 Hours Worked. For purposes of overtime calculation, "hours worked" shall include time spent in required court appearances as set forth in Article 17. Hours worked shall also include approved vacation, holiday and compensatory time off. All other hours paid for but not worked, including sick leave shall not be counted as hours worked for overtime calculation.

15.3 Call Out Minimum Compensation.

(a) The City agrees to pay to the Unit member a minimum of two (2) hours pay for any time worked during the first hour when called-out for emergencies, and double time for each hour worked thereafter, unless the premium rate is higher at the rate of time and one half (1½). Call out minimum compensation does not apply to answering phone calls or emails off-site or off-duty, though employees are still entitled to pay for actual time worked in responding to such calls. When a call out exceeds one hour and

the employee has returned to the yard, and subsequently receives another call out, the employee shall begin a 2nd call out and not a continuance from the 1st call out (conversely, if the employee has not yet returned to the yard, it is a continuance from the 1st call out).

If in the future the City provides portable internet capable devices, then call out minimum pay will not apply to use of those devices off duty and/or off site to check and/or respond to calls or clear messages and/or alarms, though employees are still entitled to pay for actual time worked responding to such calls.

- (b) All certified electrical and water employees (excluding the Electrical Services Worker and Apprentice employees) of this Unit are required to be placed on a Standby List by the Department Head, or his/her designee, on a rotational basis which includes alternating between both Primary and Secondary standby. The employee designated as the Primary is authorized to call the employee designated as the Secondary when the Primary determines that it is necessary to do so for safety or other legitimate reasons. The reason for the call-out of the Secondary employee shall be documented in writing and submitted to the Department Head and attached to the timecard for any callout hours worked by the Secondary on-call person.

15.4 On-Call Pay.

- (a) Compensation for all employees placed on-call for a period of one (1) week (defined as one-hundred sixty eight (168) hours less forty (40) hour work week) shall receive additional compensation of twenty (20) hours at the regular rate of pay.
- (b) When a holiday falls during a regularly scheduled on-call period, the employee will receive an additional four (4) hours of pay at the basic rate of pay per City Paid Holiday.
- (c) On-call pay shall not be paid for an employee's scheduled work shift.
- (d) Employees shall be entitled to receive the pro rata equivalent for any partial week.
- (e) On-call assignments shall only be made by the Department Head or his/her authorized representative.
- (f) On-call duty shall be served pursuant to a schedule prepared by the Department Head or his/her designee.

(g) Due to the implementation of the Alternative Work Schedule in City's Administrative Policy No. 30, Utility Department's on-call pay begins and ends eleven (11) a.m. Thursday to Thursday.

15.5 On-Call Status. For purposes of this Article, an employee shall be deemed to be on On-Call status only when all of the following conditions are met:

- (a) The appropriate manager has placed the employee in on-call status by a notice in writing and said notice must be attached to the employee's timecard; and
- (b) The employee is required to respond to the City yard or other designated location within a specified time not to exceed forty-five (45); and
- (c) While on-call, the employee is prohibited from engaging in any activity which may interfere with the employee's ability to respond to a call and immediately commence the required job performance.

15.6 Communication Devices. An employee in on-call status may be required to wear a communication device. The requirement to wear a communication device shall not, absent the requirements set forth in section 15.5 constitute the placing of the employee in an on call status.

ARTICLE 16 - TEMPORARY UPGRADE PAY AND PROMOTION PAY

16.1 Temporary Upgrade (Out of Class). Unit members temporarily assigned by management to work in a higher classification, including classifications outside of the Unit for which they are qualified, shall receive compensation equivalent to a step on the higher classification salary range which provides a minimum of five percent (5%) above the employee's current salary or the bottom step of the range of the position to which he/she is temporarily upgraded, whichever is greater. Temporary upgrade pay shall be effective the day the assignment is made. At such time as an employee is no longer performing work out of his or her permanent classification, compensation shall be at the regular rate of pay for the permanent classification.

When assigning temporary upgrades, it is the intent of the City that such assignments shall be made in a fair and equitable manner so that all qualified employees are given an opportunity to work such assignments.

The parties agree to continue to meet and confer on this provision 16.1 only, and any such agreement through the continued meet and confer process would replace the language of this provision.

16.2 Promotions. Unit members promoted to work in a higher classification shall be placed in the new salary range of the higher classification that pays at least five percent (5%) more than the employee received in the lower classification.

16.3 Limited Assignments. Temporary assignments to perform work out of an employee's permanent classification shall be limited in duration to 960-hours in any twelve (12) month period. A time extension to the temporary assignment beyond the initial 960 hours may be made with the written concurrence of IBEW – Local 47.

ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES

Any employee summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him/her shall be paid into the City treasury. Any employee, who shall be called as a witness arising out of and in the course of his/her City employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid into the City treasury. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence, he/she may, however, use vacation time for such absence.

ARTICLE 18 - SAFETY, EQUIPMENT AND TRAINING

18.1 Safety Equipment. The City will provide employees safety equipment in accordance with California State Law.

18.2 Uniforms. The City shall provide uniforms for employees who are required by the City to wear a uniform.

18.3 Boot/Safety Shoe Allowance. The City shall provide a yearly boot /safety shoe allowance of \$300 to each employee who is required, by the nature of his/her work to wear a specific type/style of shoe or boot. An approved shoe/boot is one which meets the minimum standards as determined by the Department Head and approved by the Joint Safety and Training Committee. Departmental standards shall not be less than those which may be required by CAL/OSHA. Employees shall wear approved shoes/boots during working hours where required by work conditions.

18.4 Damaged Property. The City shall reimburse unit employees the reasonable replacement value of personal property destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the Department Head the damaged or destroyed article. Personal property subject to this provision consists of personal property necessary to fulfill the employee's job duties and that is approved in advance for use on the job. Replacement for prescription eyewear is limited to \$200 per year. Replacement for watches is limited to \$100 per year. Excluded from this definition are items of clothing used by the employee in the exercise of his/her discretion in lieu of City issued uniform apparel. Replacement of items will be secondary to any applicable insurance.

18.5 Inclement Weather. Whenever management decides not to send employees into the field during normal work hours due to inclement weather, those employees shall not suffer any loss of regular pay. When employees are not assigned to the field under this

provision, they may be given other duties, assigned to training, or be held to respond to emergency calls.

18.6 Joint Safety and Training Committee. The City hereby agrees to create a Joint Safety and Training Committee. The Committee shall consist of an equal number of members appointed by the City and IBEW – Local 47. The Committee shall be advisory only. The Committee shall meet on a regular basis, but not less than once per quarter. The City and IBEW – Local 47 may agree to meet more frequently on a regular or special basis. The Committee may review work practices, training, procedures and rules and may recommend changes in the interest of health and safety. The Committee may review all serious accidents, injuries or fatalities, and include recommendations resulting from its review in the Committee's minutes. The Committee will also draft a safety manual for each department.

18.6.1 Reporting. Minutes of all Committee meetings shall be posted on IBEW – Local 47 bulletin boards, with copies to the City Manager, Human Resources Department, and to the Business Manager of IBEW – Local 47, within five (5) working days after the Committee meeting. Specific questions submitted either to the Committees or by the Committees to Management will be responded to within a reasonable time and the answers posted on IBEW – Local 47 bulletin boards.

18.6.2 Discipline. Proceedings of the Committee shall be completely independent of any disciplinary action and the Committee's findings shall not be entered into the record of any such disciplinary proceedings.

ARTICLE 19 - MILEAGE, MEALS AND OTHER REIMBURSEMENT

19.1 Personal Vehicle. Employees shall be reimbursed for use of their own vehicle for authorized City business pursuant to the administrative policies of the City. (Refer to Administrative Policy E-1 for guidelines.) Union has tentatively agreed to an updated citywide vehicle use policy.

19.2 Meal Periods. Employees shall earn meals at fixed intervals during periods of call-out overtime, and during an extension of the regular or planned overtime day.

- (a) Employees called back within two hours after the end of their shift shall earn one thirty minute paid meal period and one meal period compensation of \$20.00.
- (b) During call-out overtime, one thirty minute meal period and one meal compensation of \$20.00 will be earned for each consecutive four hours of paid overtime completed.
- (c) During extension of the regular workday, one paid thirty minute meal period and one meal compensation of \$20.00 will be earned after two

consecutive hours paid overtime completed; thereafter, meals will be earned after completion of each four consecutive hour intervals as described above.

- (d) Employees that work two consecutive hours or more immediately prior to the beginning of a regular shift will earn one thirty minute meal period and one meal compensation of \$20.00.
- (e) Planned overtime – If planned overtime extends beyond the length of a regular workday, one paid thirty minute meal period and one meal compensation of \$20.00 will be earned after two consecutive hours worked beyond the number of hours in employee's regular schedule completed; thereafter, meals will be earned after completion of each four consecutive hour intervals of planned overtime. For example, employee's regular schedule in 4/10's; when planned overtime exceeds 10 hours in one day this section applies.
- (f) If "called out" while on planned overtime, Section 19.2(b) goes into effect during the call out.
- (g) Paid meal periods will not count as time worked.
- (h) It is recognized that employees may not be able to leave an emergency situation and that the final determination of this fact shall be made by the supervisor in charge of the particular activity.
- (i) Employees shall receive pay for earned meal periods and meal compensation regardless of whether the meal period or meal is actually utilized. All meal periods will be paid at the applicable overtime rate.

ARTICLE 20 - TUITION REIMBURSEMENT: EDUCATION INCENTIVE

20.1 Qualifications.

- (a) Reimbursement under this section shall be made for employee participation in an educational program which provides broad knowledge with respect to a subject, consistent with the requirements of subsection B immediately below. This is distinguished from "training." which relates to education in the performance of a limited task or tasks which the employee is required to perform as part of their current employment.
- (b) Maximum reimbursement shall be \$4,500 per fiscal year. Tuition actually paid will be reimbursed to all permanent employees for courses and required books related to classes qualified for tuition reimbursement approved by the Department Head and taken in an accredited educational institution provided that:

- (i) The subject matter of the course relates to obtaining a degree, including prerequisites, or relates directly to and contributes toward the employee's position with the City.
- (ii) The employee has received at least a competent proficiency rating on the last evaluation report.
- (iii) The employee has furnished evidence that the course has been completed with at least a 'C' or "pass" grade, verified by Human Resources.

20.2 Reimbursement Requirements.

- (a) Requests for reimbursement must be completed and returned to the Human Resources Department with proof of satisfactory completion within thirty (30) days after employee's receipt of course completion documentation. (No reimbursement will be made without bona fide receipts or documentation.)
- (b) Reimbursements will be made only after proof of completion of course with minimum 'C' average or "pass" and satisfactory receipts of payment for tuition are approved by the Human Resources Department.

20.3 Hours Worked. The City shall pay represented employees for working hours spent in City required and approved training or conferences. Travel time shall be included as time worked in accordance with FLSA standards. The City shall not pay for the costs incurred to meet minimum job requirements.

20.4 Education Incentive. A one (1) time Education Incentive shall be paid to represented employees upon successful completion of certain educational programs under the following conditions:

- (a) \$500.00 (five hundred dollars) shall be payable for successful completion of a certificate program requiring 80 hours or more for completion, from an accredited college or university in an area of specialization related to the duties of the position currently held by the employee as previously approved by the Human Resources Department. An additional \$500.00 (five hundred dollars) shall be paid if the certificate is in the area of supervision of personnel
- (b) \$2,000.00 (two thousand dollars) shall payable for successful completion of an AA or AS Degree from an accredited college in an area of specialization related to the duties of the position held by the employee at the time the employee completes the program as previously approved by the Human Resources Department.

- (c) \$3,000.00 (three thousand dollars) shall be payable for successful completion of a BA or BS Degree from an accredited college or university in any subject after three (3) years of employment with the City. An additional \$1,000.00 shall be paid if the degree is in the area of public or business administration, human resources, accounting, information management, or adult education.
- (d) \$4,000.00 (four thousand dollars) shall be payable for successful completion of a Master's Degree from an accredited college or university in any subject after three (3) years of employment with the City.
- (e) Programs shall be accredited by the California State Board of Education or equivalent authority. The incentive payments shall be otherwise subject to such rules and procedures as established by the City. Receipt of education incentive payments shall not be precluded by the fact that the employee may or may not have obtained tuition reimbursement by the City for all or part of the units required for the certificate or degree.
- (f) Education incentive payments shall be made according to the following schedule:

Employees completing certain education programs will receive 100% of the incentive pay with satisfactory proof.

It shall be the employees' sole responsibility to provide all necessary documentation, to obtain prior approval and to make the request for education incentive payment.

ARTICLE 21 - SICK AND BEREAVEMENT LEAVE

21.1 Sick Leave Accrual. Unit members shall accrue three and sixty-nine hundredth (3.69) hours of sick leave per pay period. Sick leave shall accrue up to a cap of four hundred (400) hours. Leave banks can be utilized for time off or for conversions per provisions in the MOU. Employees with remaining "Old Sick Leave" accounts must utilize these hours prior to using their regular sick leave hours.

21.2 Use of Sick Leave. Sick leave shall be granted only where consistent with the City's Sick Leave Policy (currently AP-1). Except as otherwise provided in the Family Medical Leave Act and Pregnancy Leave policies of the City (currently AP-02) not more than one half (1/2) of the employee's annual accrual of sick leave within any calendar year may be granted to an employee for the care or attendance of members of his/her immediate family.

21.3 Irrevocable Sick Leave Cash-Out

Sick leave accrues at 3.69 hours per pay period up to 400 hours cap, of which a maximum amount of up to fifty (50) hours is eligible for an irrevocable cash-out option each calendar year to be paid on the last pay check of November only if: the cash-out does not reduce the employee's available sick leave bank below one hundred twenty (120) hours. Completed irrevocable election forms are due no later than December 31 of the calendar year prior to the calendar year in which the employee receives the cash-out. Employees will state the amount of hours to be cashed out for the November cash-out in their submitted irrevocable election form. Only sick leave already accrued in the calendar year for which an election is made may be cashed out. If the employee does not accrue the sick leave in the amount elected on form, the cash-out amount will be reduced accordingly to the amount accrued. Cash-outs for sick leave accrued in the prior calendar year are not allowed. Employees may choose to have cash-out amount made as an employee contribution to the employee's 457 deferred compensation plan or retiree health savings plan, subject to any applicable contribution limits imposed by IRS regulations.

Any cash-out may be converted pre-tax to the Unit member's 457 Deferred Compensation account (subject to IRS maximum contributions provided by law).

21.4 Sick leave upon separation. Upon separation, service retirement or termination, after ten (10) years of continuous City service, the employee shall be eligible to convert to cash an amount equivalent to thirty percent (30%) of all unused sick leave or contribute the entire remaining balance of sick leave to the employee's 457 Deferred Compensation Account (subject to IRS maximum contributions provided by law) or City's Retiree medical Savings Account, if available. Such reimbursement is to be computed based upon the employee's final compensation rate and to be paid within one payroll period of the effective date of separation.

21.5 Sick leave Conversion. After ten (10) years of continuous City service, the employee shall be eligible to irrevocably elect to convert one hundred percent (100%) of unused sick leave minus forty (40) hours to the City's Retiree Medical Savings Plan or to the employee's 457 Deferred Compensation Account (subject to IRS maximum contributions provided by law). Conversion forms are due no later than November 1st of the tenth year of continuous service. The irrevocable option will be converted the following calendar year in the pay period that includes January 1st.

21.6 Bereavement. Unit members shall be allowed five days of bereavement, thirty (30) hours of which are with pay, for bereavement leave upon the death of a member of their family. For this section, family includes the following persons: spouse, domestic partner, mother, father, brother, sister, child, stepchild, grandchild, or grandparent of the employee or any one of the same relatives of the employee's spouse or domestic partner. The thirty (30) hours of bereavement shall be allowed for each death of a family member. For the unpaid time between the 30 hours and five days, an employee may use vacation, compensatory time, sick leave, or any other paid leave that would otherwise be available. An employee shall be allowed a maximum of forty (40) hours

bereavement leave under this section for multiple family deaths occurring during the same twenty-four (24) hour period.

21.7 Salary Continuation. For any work-related injury, an employee shall have sixteen (16) weeks of Salary Continuation Pay for time off work authorized by the treating physician, including time for scheduled appointments with the treating physician.

21.8 Work Related Injuries. All other aspects of employees work related injuries will be governed by the City Administrative Policy No. RM-03, Return to Work/Temporary Modified/Work Assignment Program.

ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS

22.1 Vacation Leave Accruals. For employees of the City as of date of this MOU, Vacation benefits shall accrue in accordance with the following schedules:

One (1) through four (4) years service
Ten (10) days per year =three and eight one-hundredth (3.08) hours per pay period

Beginning the fifth (5th) year through the 9th year:
Fifteen (15) days per year =four and sixty-two hundredth (4.62) hours per pay period

Beginning the tenth (10th) year & thereafter:
Twenty (20) days per year =six and fifteen one-hundredth (6.15) hours per pay period

22.2 Maximum Vacation Leave Accrual. An employee may accrue vacation leave to a maximum of three-hundred twenty (320) hours. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further vacation leave accruals until said employee uses a portion of his/her vacation leave and his/her vacation leave accruals have been reduced below the maximum. There shall be no retroactive receipt of any vacation leave lost as a result of this Article.

22.2a Irrevocable Vacation Leave Cash-Out. Vacation leave cap is 320 hours, of which a maximum amount of up to eighty (80) hours is eligible for an irrevocable cash-out option each calendar year to be paid on the last pay check of November only if the cash-out does not reduce the employee's available vacation leave bank below eighty (80) hours. Completed irrevocable election forms are due no later than December 31 of the calendar year prior to the calendar year in which the employee receives the cash-out. Employees will state the amount of hours to be cashed out for the November cash-out in their submitted irrevocable election form. Only vacation leave already accrued in the calendar year for which an election is made may be cashed out. If the employee does not accrue the vacation leave in the amount elected on form, the cash-out amount will be reduced accordingly to the amount accrued. Cash-outs for vacation leave accrued in the prior calendar year are not allowed. Employees may choose to have cash-out

amount made as an employee contribution to the employee's 457 deferred compensation plan or retiree health savings plan, subject to any applicable contribution limits imposed by IRS regulations.

22.3 Vacation Leave Approval Required. Vacations shall begin accruing upon employment and may be taken with approval of the Department Head at any time following the completion of six (6) months of employment within the one (1) year probationary period, but the vacation leave taken shall not be in excess of that actually accrued at the time such vacation is taken. Vacations must be approved a minimum of fourteen (14) days in advance of the first day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the City as determined by the Department Head or Division Supervisor.

22.4 Vacation Leave Payment Upon Termination. Any employee who has been in continuous full-time service of the City for a period of six (6) months or more, who is about to terminate his/her employment, and has earned vacation to his credit, shall be paid for such vacation time within one payroll period of the effective date of such termination.

22.5 Vacation Leave Payment In Lieu. No more than once every three (3) years, at the request of the employee and with the approval of the Department Head and the Human Resources Department, in order to meet unusual or emergency conditions, an employee may irrevocably elect to be paid the straight time daily equivalent of forty (40) hours of his/her salary in lieu of vacation time off. Such payment shall be determined by the Human Resources Department. The balance of accrued vacation shall not be allowed to go below forty (40) hours as the result of a payment under this subsection. Buyout forms are due no later than November 1st of the third year. The irrevocable option will be payable the following calendar year in the pay period that includes September 1st.

22.6 Holidays. Holidays for employees covered by this section shall be as follows:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Fourth of July
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas
New Year's Eve
One (1) floating holiday

As indicated in Administrative Policy A-30, Alternative Work Week – A "Holiday bank will be created for each employee to accrue flexible holiday hours. Hours accrued in the bank are subject to a mandatory annual buy-out with the payroll closest to June 1st of each year".

Any buy-out may be converted pre-tax to the Unit member's 457 Deferred Compensation account (subject to IRS maximum contributions provided by law).

22.7 Holidays Falling on Weekend Days. If the scheduled holiday falls on a Friday (regular day off) or Saturday, it may be observed on a Thursday or accrued to the Holiday leave bank as determined by the holiday schedule posted on the City's Intranet. If the holiday falls on a Sunday, the holiday will be taken on the following Monday.

22.8 Flex Schedule. Employees working a flex schedule shall be paid holiday time in accordance with the City's Administrative Policy No. A-30.

22.9 Floating Holiday. The floating holiday set forth in Article 22.6 above, shall be credited as ten (10) hours to each represented employee's account effective with the first payroll in each fiscal year. Floating holiday leave balances must be used during the fiscal year or they will be cashed out according to Administrative Policy A-30.

22.10 Added Holidays. If, during the term of this MOU, the City Council recognizes an additional holiday for City employees, said holiday shall be extended to this Unit.

22.11 Holiday Leave. When holiday leave is taken, the employee will be paid at the standard ten (10) hours per day, regardless of the assignment of a ten (10), or twelve (12) hour scheduled workday. When holiday leave is taken, anyone working less than a ten (10) hour workday schedule shall receive leave time as compensation for the difference between their regular work day on the holiday and ten (10) hours. An employee may utilize any accrued leave bank except sick leave to supplement the twelve (12) hour scheduled day.

22.12 Holiday Leave Payment Upon Termination. Any Unit employee, who is about to terminate his/her employment, and has earned Holiday leave to his/her credit, shall be paid for such holiday leave within one payroll period of the effective date of such termination at the employee's then current rate of pay.

22.13 Promotional Pay Out of Leave. When employees transfer/promotions occur between bargaining groups, the leave hours will be transferred and maintained by the employee, not cashed out.

ARTICLE 23 - MEDICAL AND DENTAL INSURANCE

23.1.1 Pre-January 1, 2024 Benefits.

Effective July 1, 2019, the cafeteria plan contribution will be increased by \$50 to \$1,400 per month, or \$16,800 annually to each Unit member for the cafeteria benefits plan detailed in this section.

- (a) Said contribution shall first be used to provide for Health Insurance for employee. Employee shall be covered by Health Insurance with a City approved Health Plan unless the employee provides proof to the City that employee is covered by another acceptable health plan as determined by the Human Resources Department.
- (b) The balance may be used for any of the following or any combination thereof:
 - (i) Health insurance for employee's spouse and/or dependents.
 - (ii) Dental insurance for employee, spouse and/or dependents.
 - (iii) Life insurance for employee, excluding voluntary life insurance.
 - (iv) Deferred compensation program.
 - (v) Eye care plan for employee, spouse and/or dependents.
 - (vi) Supplemental insurance options.
- (c) Unit members may elect to receive ninety-two and five-tenths percent (92.5%) of the balance in cash as CalPERS non-includable taxable income, or a portion as cash and a portion to a 457 plan. This election may only occur at time of hire or during open enrollment.

During the term of the MOU, upon written notice by the City, parties agree to reopen this Article and begin meeting and conferring no later than two weeks following such written notice.

23.1.2 Benefits Effective January 1, 2024.

The parties have completed the above re-opener negotiations of this Article. The following is effective January 1, 2024. Accordingly, the above Pre-January 1, 2024 Benefits under 23.1.1 shall no longer be in effect as of January 1, 2024.

- (a) Health Benefit Contributions and Benefit Money.
 - i. Healthcare Plan Contributions – Effective January 1, 2024, the City shall contribute for each employee who participates in a City Healthcare Plan a maximum amount up to the 2024 rates for mid-tier HMO Healthcare Plan (Blue Shield Access+), which are stated below.

BS ACCESS+	
Single Employee	\$756.65
2 Party	\$1,513.30
Family	\$1,967.29

Beginning January 1, 2025 and annually thereafter on January 1, the maximum annual inflator for the City contribution increase is up to 2.5% above the maximum contribution amount for rates for mid-tier HMO Healthcare Plan (Blue Shield Access+ in 2024) of the prior year.

- ii. In addition to the healthcare plan contribution, employees participating in the City Healthcare Plan shall receive the following amounts as cafeteria plan Benefit Money.

Single Employee	\$600
2 Party	\$250
Family	\$250

Employees may use the Benefit Money stated above for any combination of the following cafeteria plan benefits: (1) dental insurance for employee, spouse, and/or dependents; (2) vision insurance for employee, spouse, and/or dependents; (3) health flexible spending account (health FSA); and/or (4) additional City offered health benefits. Any leftover unused Benefit Money is forfeited.

*Because of requirements related to the 457 plan election, those employees who are currently contributing to their 457 plan amounts for 2024 from their cafeteria plan contribution would continue to maintain their current level of contribution using the cafeteria plan contribution through the end of 2024 only.

Employees shall be responsible for paying any cost for the employee's selected cafeteria plan benefits that exceed the City's contribution described above.

(b) Option to Opt-Out with Proof of Alternative Minimum Essential Coverage.

Employees who provide the City with reasonable evidence of alternative minimum essential coverage can decline, in writing, coverage under the City's Healthcare Plans and will not receive any cafeteria plan contribution from the City.

- i. Employees hired before July 1, 2024 may opt out and choose to receive a maximum cash out of \$1,000 per month as taxable income that is not includable as compensation earnable or pensionable compensation for CalPERS purposes if they meet the conditions of the eligible opt out arrangement described below. Such employees would also receive \$150 per month as Non-Medical Benefit Money that may be used for (1) dental

insurance for employee, spouse, and/or dependents; (2) vision insurance for employee, spouse, and/or dependents; (3) health flexible spending account (health FSA); and/or (4) additional City offered health benefits. Any leftover unused Non-Medical Benefit Money is forfeited.

- ii. Employees hired after July 1, 2024 may opt out and choose to receive a maximum cash out of \$500 per month as taxable income that is not includable as compensation earnable or pensionable compensation for CalPERS purposes if they meet the conditions of the eligible opt out arrangement described below. Such employees would also receive \$150 per month as Non-Medical Benefit Money that may be used for (1) dental insurance for employee, spouse, and/or dependents; (2) vision insurance for employee, spouse, and/or dependents; (3) health flexible spending account (health FSA); and/or (4) additional City offered health benefits. Any leftover unused Non-Medical Benefit Money is forfeited.

*Because of requirements related to the 457 plan election, those employees who are currently contributing to their 457 plan amounts for 2024 from their cafeteria plan contribution would continue to maintain their current level of contribution using the cafeteria plan contribution through the end of 2024 only.

- iii. Eligible Opt Out Arrangement – The eligible opt out arrangement conditions that must be satisfied in order for an employee to receive cash for opting out of the City's Healthcare Plan coverage are as follows:
 - a. The employee and the employee's Tax Family must have (or will have) minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California);
 - b. A Tax Family means all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the employee's plan year for which the eligible opt out arrangement applies;
 - c. The employee must provide reasonable evidence of the alternative minimum essential coverage for the employee and their Tax Family for applicable period. Reasonable evidence may include an attestation by the employee;
 - d. The employee must provide the evidence/attestation every plan year;
 - e. The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g., open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
 - f. The cash for opting out cannot be made if the City knows or has reason to know that the employee or the employee's tax family member does not have alternative minimum essential coverage.

23.2 IRS 125 Flexible Spending Plan (Cafeteria Plan). During the term of this MOU, the City shall maintain an Internal Revenue Service (IRS) 125 plan which will allow employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both as defined by the IRS.

23.3 Eye Wear Reimbursement. City will also reimburse a maximum total annual (per fiscal year) amount of \$200 for protective eye wear for an employee.

23.4 Insurance Advisory Committee. The City shall maintain the Benefit Advisory Committee to which IBEW – Local 47 may appoint a representative.

23.4.1 Purpose. The purpose of the Benefit Advisory Committee shall be to advise the City relative to health, life, and related insurance plans which may be provided to employees of the City including the type of plans, scope of coverage, and the selection of insurance carriers.

23.4.2 Voting. The Benefit Committee shall determine issues by a majority vote of the members, each member having one (1) vote.

23.4.3 Selection of Members. Benefit Committee Members shall be selected as follows:

- (a) Representatives of bargaining units shall be selected in a manner to be determined by each respective unit.
- (b) The City's Representatives shall be the Human Resources & Risk Manager and the Administrative Services Director.

23.4.4 Meetings. The Benefit Committee shall meet as may be necessary to conduct the business of the committee.

23.4.5 Status. The Benefit Advisory Committee will be advisory only, with no power or prerogative to decide on behalf of the City on issues pertaining to employee insurance coverage.

ARTICLE 24 - RETIREMENT AND MEDICARE

24.1 California Public Employees Retirement System (CalPERS) Formulas.

- (a) All IBEW – Local 47 represented miscellaneous employees hired prior to December 11, 2012 remain eligible to receive the CalPERS retirement plan known as “two and one-half at fifty-five” retirement (2.5% @ 55) formula for Miscellaneous Employees.

- (b) Beginning on or after December 11, 2012, the City implemented the 2% @ 60 retirement formula for miscellaneous new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined by CalPERS as "classic members." (Approved by City Council through side letter December 11, 2012.)
- (c) Beginning January 1, 2013, new hires defined by CalPERS as "new members" receive the newly created 2% @ 62 retirement formula with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees' Pension Reform Act of 2013.)

24.2 CalPERS Member Contributions. All IBEW – Local 47 represented employees shall pay their full member contribution rate to their respective retirement plan with CalPERS. CalPERS will determine the employee member contribution rates for each retirement formula. The City does not provide any Employer Paid Member Contributions for Unit members.

24.3 F.I.C.A. Represented employees shall pay the employee's portion of FICA and the City shall be responsible for payment of the employer's portion.

For information about pensionable compensation, refer to CalPERS, whose current link is at <https://www.calpers.ca.gov/page/about/laws-legislation-regulations/public-employees-pension-reformact#:~:text=In%20addition%20for%20the%202020.in%20the%20Consumer%20Price%20> Index (Public Employees' Pension Reform Act).

ARTICLE 25 - MISCELLANEOUS BENEFITS

25.1 Disability Insurance.

- (a) Each employee shall pay the cost of membership in the City's long term disability insurance selected by the City. City agrees to offer a short term disability program at the employee's expense provided that such short term disability program can be offered in conjunction with the City's existing long term disability insurance and the Short Term Disability waiting period will reduce from 30 days to 7 days. The City will notify IBEW – Local 47 of this option at the City's Annual Benefit Advisory Meeting.
- (b) An employee with sick leave accruals available may use their accruals in conjunction with STD/LTD benefits until exhausted. When sick leave is exhausted, an employee may use accumulated vacation leave and may also elect to use compensatory time to extend full pay as long as possible except when exempted by City policy and the Family Medical Policy. An employee is prohibited from receiving more than 100% of salary in combined sick/vacation leave and City's STD/LTD/Paid Family Leave benefits.

Employees who are eligible for the Donated Leave Policy, may not receive more than 100% of salary when combined with STD/LTD/Family Leave Benefits.

25.2 Computer Loan. Every Unit member who has completed the initial probationary period as an employee of the City shall be entitled to participate in an interest free loan program for the purchase of a computer. The maximum amount of any individual loan shall be equal to one (1) month of an employee's salary. The cumulative amount of loans outstanding hereunder shall not exceed \$40,000. The loan shall be upon the terms and conditions established by the City.

25.3 Direct Deposit. All employees shall be paid by direct deposit of their payroll check into an account of their choice, except those who either do not hold an account with a financial institution that offers direct deposit or who do not hold any account of any type, and such employees will be required to pay a \$10 administration fee per payroll. It shall be the responsibility of the employee to establish and maintain such account.

25.4 Utility Allowance. Any represented employee(s) who reside within the City shall receive \$150 per month per employee as a discount against the cost of electric and water service during the period of such residency.

ARTICLE 26 - IBEW – Local 47 RETIREE MEDICAL FUND

All represented employees agree to pay one percent (1%) of salary into the IBEW – Local #47 Retiree Medical Fund.

ARTICLE 27 - LAYOFFS AND RE-EMPLOYMENT

27.1 Purpose. The purpose of this Article is to provide a fair and equitable basis for the reduction of full-time classified personnel due to insufficient work or funds.

27.2 Reasons For Lay Off. The City retains the right to determine when a lack of work or lack of funds condition exists. Lack of work means that a category of work effort within the City can be fulfilled with fewer employees at an acceptable level of service. Lack of funds means that the City cannot sustain operations at the current level of employment within the funding available.

27.3 Notice Of Lay Off. Any layoff initiated under the provisions of this document can take place at any time during the year. The City shall notify the affected employees in writing at least fourteen (14) calendar days prior to the employee's last day of work. The City reserves the right to pay the employee for such fourteen (14) day period or any remaining portion thereof, and to require the employee to immediately vacate City property. A copy of any notice will be forwarded to IBEW – Local 47. Any notice of layoff shall specify the reason for the lay off and effective date. The form and timing of such notice shall be subject to the established Grievance Procedure provided, however, that

the City's decision to lay off is not subject to the grievance procedure. The date of layoff shall not be delayed by the pendency of a grievance.

27.4 Order Of Lay Off. The classifications of employees to be affected by any layoff shall be as determined by the City in its sole discretion. The order of layoff shall be based upon continuous seniority within the affected classification, except as provided in Section 27.4(a). With respect to the classifications which have been retitled by the City, "continuous seniority within the affected classification" shall not be limited to time in the newly titled classification but shall mean all current continuous time in full-time permanent employment with the City in whatever classification.

- (a) **Critical Position Function.** There are various job functions set forth in the position description for each classification. Certain of these functions may be determined by the City Manager to be vital to the ongoing operations of the City. By way of further definition, a function is "critical" if the City Manager, in the exercise of his/her sole discretion, determines that the City cannot best provide necessary services with the reduced work force without employees capable of performing the "critical" function. A senior employee may be selected for layoff over a more junior employee if the junior employee has demonstrated the ability to perform these critical position functions and the more senior employee has not. No person shall be deprived of the opportunity to develop his/her skills in a critical position function.
- (b) For purposes of this section, "critical position function" shall be based on the skills necessary to perform the function and not on the performance of specific tasks performed by the incumbent in any position. "Skill" refers to the basic knowledge and ability necessary to perform a job function e.g. typing, welding, accounting or any recognized subcategory of such function, e.g. pipe welding, welding specialized metals, etc., or cost accounting vs. general accounting. "Tasks" refers to the elements of a position within a department e.g., typing form-A.

27.5 Reduction Of Class. The establishment of a Class Series List was established as indicated on the attached Attachment "C".

- (a) Any employee who has been given a written notice of layoff may choose to be reduced in classification and compensation, to a classification in which the employee has previously established seniority while in the employ of the City, if the employee has greater continuous seniority with the City than at least one (1) person in the lower classification.
- (b) Seniority for purposes of layoff shall be determined by the total continuous time served by an employee in his/her current position in addition to any time served by the employee in a position in the same job series with a pay range equal to or higher than the employee's current position. If an

employee leaves the service of the City for any period of time the employee's prior service shall not be considered as service for the purpose of calculating the employee's seniority for any purpose.

- (c) Alternatively, and exclusive of an election under the previous paragraph 27.5(a), an employee may choose to be reduced in classification and compensation to an existing position in a class series, if the employee has greater continuous length of service with the City than the incumbent in the lower classification in the class series. Class series is defined as a vertical succession of positions that encompass the same general set of job duties that increase in complexity and responsibility as one moves upward through the class series.
- (d) Relative class standing for subparagraphs (a) and (b) shall be as determined by the salary ranges for the classifications under consideration. The classification with the highest compensated step in the salary range shall be the higher classification
- (e) Anything contained herein to the contrary notwithstanding, any employee may choose to be reduced in an entry level position if the employee meets the minimum qualifications for the position and has more seniority with the City than an incumbent in the position. For purposes of this subsection, an "entry level position" is a position requiring no prior experience.

27.6 Equal Seniority. If two (2) or more employees subject to lay off have equal class seniority, then the determination as to who has seniority shall be based upon total length of uninterrupted service with the City. If both employees were hired on same day, the employee with the lower City Employee number assigned on the date of hire shall be considered to have seniority.

27.7 Reemployment Rights. Laid off employees will be eligible for reemployment up to eighteen (18) months from date of layoff notice.

ARTICLE 28 - GRIEVANCE PROCEDURE

28.1 Items Subject To Grievance Procedure. Any permanent employee in the competitive service who has a grievance based upon his/her demotion, dismissal, reduction in pay, violation of the personnel ordinance, salary resolution or this MOU, or violation of commonly accepted safety practices not resolved by the Safety Committee, shall be entitled to have the matter reviewed through the following grievance procedure outlined in this Article.

28.2 Informal Step. An attempt shall be made to ascertain all facts and adjust such grievance on an informal basis between the employee and, if he desires, his/her

steward, and the immediate supervisor. Presentation of such grievance shall be made within fourteen (14) calendar days of the incident causing the grievance, or the date on which the employee first became aware of it.

28.3 Step One. If the grievance is not adjusted to the satisfaction of the employee within fourteen (14) calendar days after presentation of the grievance to the immediate supervisor, then the grievance shall be submitted in writing by the employee or his/her steward to the Department Head, within the next fourteen (14) calendar days. The Department Head and a representative of the Human Resource Department shall meet with the employee, his/her steward or both within fourteen (14) calendar days of receipt of such written grievance and the Department Head shall deliver his decision in writing to the employee, along with his reasons for such decision, within fourteen (14) calendar days after the meeting.

28.4 Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.2 and 28.3 above, then the employee or his/her steward may submit the grievance, in writing, to the City Manager, within fourteen (14) calendar days after the completion of the last step under paragraph 28.3 above. The City Manager shall meet with the employee, and his/her steward, if applicable, within fourteen (14) calendar days of receipt of such written grievance, and shall deliver his decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

28.5 Step Three. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.2, 28.3 and 28.4 above, the employee or his/her representative may submit written notice to the City Manager within fourteen (14) calendar days after the completion of the last step under paragraph 28.4 above of his/her intent to submit the matter to arbitration. In matters of interpretation of this MOU, IBEW – Local 47 shall have the exclusive authority to determine whether a grievance shall be taken to arbitration. In disciplinary cases where IBEW – Local 47 may be required to pay for any part of the cost of such arbitration, IBEW – Local 47 may elect to proceed to arbitration. If IBEW – Local 47 does not elect to do so, then the employee may elect arbitration in disciplinary case and the City shall pay all expenses. The procedures set forth below shall be followed for arbitrations.

- (a) Within seven (7) calendar days of receipt of the written notice, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or any other mutually agreeable mediation service.
- (b) Within fourteen (14) calendar days of receipt of the list of arbitrators the City and IBEW – Local 47 (or the employee if not represented by IBEW – Local 47 in a discipline case) shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, the parties shall take turns striking the names of arbitrators from the FMCS list until one (1) name remains. IBEW – Local 47 (or the employee if not represented by IBEW – Local 47 in a discipline case) shall strike the first name.

- (c) The parties shall contact the arbitrator to arrange for a mutually convenient time and date for the arbitration hearing.
- (d) The cost of the arbitrator shall be split equally by the City and the Union save that if the grievance arises from the administration of discipline, the City shall bear the cost.

28.7 Step Four. Within fourteen (14) calendar days after the parties receive the arbitrator's recommendation, the opinion of the arbitrator will be final on matters relating to the interpretation or administration of this MOU. Arbitration on discipline is advisory only. If a decision relates to discipline, within fourteen (14) calendar days after the parties receive the arbitrator's recommendation, the City Manager shall advise the parties whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be the final decision of the City.

28.8. Change of Time Limits. The above time limits may be changed by mutual agreement.

28.9 Mutual Agreement For Additional Mediation/Arbitration. Upon mutual agreement of the parties, a grievance may be submitted to a representative of a mutually agreeable arbitration service for mediation and/or arbitration. Unless agreed otherwise by the parties in writing, the role of the arbitrator shall be advisory only and it shall have no power or authority to impose a result or resolution upon any of the parties.

ARTICLE 29 – ADMINISTRATIVE LEAVE

29.1 Administrative Leave Provision. Employees will be granted paid time off based on their regular work schedule. Employee will be compensated for holidays while they are on paid administrative leave.

ARTICLE 30 - SEVERABILITY CLAUSE

30.1 Severability Clause. If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU with the remainder of this MOU remaining in full force and effect. Upon the issuance of a decision by a Court of Competent Jurisdiction declaring any section of this MOU be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer as soon as possible concerning only those sections.

ARTICLE 31 - COMPLETE AGREEMENT

31.1 Entire Agreement: This MOU is the entire agreement between the parties, terminating all prior agreements, whether written or oral, arrangements and practices, and, except as otherwise provided herein, shall conclude all meetings and conferences during the term of this MOU.

31.2 Items not covered: All terms and conditions of employment not covered by this MOU shall continue to be subject to the City's direction and control.

ARTICLE 32 - POSTING JOB VACANCIES

32.1 City agrees to post on City's website and IBEW – Local 47 bulletin boards all vacant positions in the Unit.

ARTICLE 33 - RE-OPENERS

33.1 During the term of this MOU, unless otherwise provided, the parties shall not meet and confer with respect to any subject or matter whether or not referred to in this MOU, unless mutually agreed to otherwise.

ARTICLE 34 – RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and IBEW – Local 47 regarding issues related to wages, hours and other terms and conditions of employment. The City's representative and IBEW – Local 47 have reached an understanding as to certain recommendations to be made to the City Council for the City of Banning and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the Banning City Council.

In witness whereof, the parties have caused their signatures to be affixed this ____th day of _____ 2024.

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS – LOCAL 47
UTILITY UNIT REPRESENTATIVES**

Date: _____, 20____

By:

Colin Lavin, Business Manager

Ben Coffey, Employee Representative

John Baca, Assistant Business Manager

Caleb Naasz, Employee Representative

Devin McClune, Employee Representative

CITY OF BANNING REPRESENTATIVES

Date: _____, 20____

By:

Doug Schulze, City Manager

Art Vela, Public Works Director

Nicole Jews, Human Resources Manager

Lincoln Bogard, Administrative Services Director

Attest:

By: _____
City Clerk