

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF BANNING

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47

GENERAL EMPLOYEES UNIT

July 1, 2017 through June 30, 2020

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47
REPRESENTING THE GENERAL EMPLOYEES UNIT
FOR THE PERIOD July 1, 2017 THROUGH JUNE 30, 2020**

ARTICLE 1 - PREAMBLE

1.1 This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into between the City of Banning (hereinafter referred to as the "City"), a Municipal Corporation, and the authorized representatives of the International Brotherhood of Electrical Workers -Local 47 (hereinafter referred to as "IBEW-Local 47"), the recognized employee organization representing the General Employees Unit of representation (hereinafter referred to as 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-Millias-Brown Act.

1.2 Recognition. The City continues to recognize IBEW-Local 47 as the exclusive recognized employee organization representing full time, permanent employees in the Unit or hereafter employed by the City and eligible for inclusion in the Unit. 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-Millias-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 June 30, 2020, except that if no successor MOU has been negotiated and approved by June 30, 2020, 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:

Classification	Salary Range
Accountant	56
Accountant II	59
Accounting Specialist	53
Building Permit Specialist	55
Building Inspector	62
Building Maintenance Specialist	49
Bus Driver	47
Bus Driver Lead/Trainer	55

Buyer	54
Cable Services Specialist	44
Code Compliance Officer	58
Community Center Caretaker	36
Custodian	34
Development Project Coordinator	58
Engineering Services Assistant	48
Executive Secretary	53
Financial Services Specialist	47
Fleet Maintenance Mechanic	53
Lead Fleet Maintenance Mechanic	56
Lead Public Safety Dispatcher	56
Maintenance Worker	45
Motor Sweeper Operator	50
Multimedia Specialist	60
Office Specialist	44
Payroll Coordinator	53
Police Assistant I	44
Police Assistant II	48
Program Coordinator	49
Public Safety Dispatcher	52
Public Works Inspector	62
Receptionist	31
Recreation Coordinator	51
Senior Building Inspector	67
Senior Code Compliance Officer	64
Senior Maintenance Worker	50
Senior Utility Billing Representative	48
Transit Field Supervisor	59
Utility Billing Representative	43
Work Release Crew Lead	47

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 and the City's Police Department, 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 IBEW-Local 47.

3.2 Employee Organization Membership. IBEW-Local 47 will accept into membership all eligible persons of the 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 law.

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 IBEW-Local 47 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 lay off.

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. The employee 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 or Reclassification. Represented employees who have previously successfully completed a probationary period and who are subsequently promoted or reclassified to another position, 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 Agency Shop. The City agrees to continue Agency Shop in accordance with Section 3502.5 of the California Government Code, which means the parties have an arrangement that requires an employee, as a condition of continued employment, either to join IBEW-Local 47 or to become a non-member and pay no dues. The eligible funds exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code shall be as agreed upon by IBEW-Local 47 and the City, in writing.

6.2 Dues Deduction. The City shall deduct one (1) month's current and periodic IBEW-Local 47 dues from the wages and/or sick leave benefits of each employee.

6.3 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.

6.4 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 dues deduction shall be made. In this connection, all other legal and required deductions have priority over IBEW-Local 47 dues deductions.

6.5 Cancellation. An employee's authorization for a payroll deduction of IBEW-LOCAL 47 dues may be cancelled at any time by written notice from the employee to the City with a copy 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 out of the Unit.

6.6 Funds Transmission. The aggregate amount of such 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 IBEW-Local 47 dues deducted from the pay of any Unit employee and those employees for whom no deduction was made pursuant to the provisions of Sections 6.3, or 6.4.

6.7 Indemnification. IBEW-Local 47 shall indemnify, defend, and hold the City harmless against any liability arising from a claim, demand, or other action, including any suit instituted against the City, on account of deduction of employee organization dues or service fees. In addition, IBEW-Local 47 shall refund to the City any amounts paid to if in error upon presentation of supporting evidence.

6.8 Conscientious Objectors: An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support IBEW-Local 47 as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following list of three qualifying funds: (1) United Way, (2) Special Olympics, or (3) American Cancer Society. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to IBEW-Local 47.

6.9 Financial Records Required by Statute. IBEW-Local 47 is required by Government Code Section 3502.5 to keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of IBEW-Local 47, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering employees governed by Section 3502.5, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this Section 3502.5 by providing the City with a copy of the financial reports.

ARTICLE 7 - EMPLOYEE ORGANIZATION 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) hour 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 IBEW-Local 47 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 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 official business of IBEW-Local 47, 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 IBEW-Local 47 representative. 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

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 and the City. Said Committee shall be advisory only to the City Manager. The City shall determine the necessity of such meetings. The City agrees to meet with the committee at least once per year.

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. The City shall provide at least two weeks (14 calendar days) notice of a change in work schedules. IBEW-Local 47 represented employees currently working alternative work schedules at the time of IBEW-Local 47's ratification of the deal points of this MOU 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.

11.2 Public Safety Dispatchers. With respect to the classification of Public Safety Dispatcher, the employee may be assigned to any combination of hours and days for any workweek as necessary to provide continuous coverage in the Dispatch Division, according to work schedules assigned by the Police Chief, or his or her designee, who may utilize the provisions of the City's Administrative Policy A-30, i.e., the Alternative Workweek Policy, or otherwise as dictated by the needs of the Dispatch Division of the Police Department.

- (a) For the classification of Public Safety Dispatcher working a scheduled ten (10) hour or twelve (12) hour day, all work performed in excess of such ten (10) hour or twelve (12) hour per day schedule shall be paid at the rate of one and

one-half (1 ½) times the employee's regular hourly base rate of pay, providing the employee works in excess of forty (40) hours in one week.

- (b) Public Safety Dispatchers scheduled by management of the Police Department to work on a holiday shall not be credited with a day off with pay but shall receive ten (10) hours of holiday pay, plus an additional time and one-half for all hours worked.

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 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.

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 sixteen (16) consecutive hours shall earn an eight (8) hour rest period.

- (a) A rest period of eight (8) consecutive hours or more shall be considered an interruption of consecutive hours worked.
- (b) A rest period of less than eight (8) 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 who are directed to return to work while on an earned rest period shall be compensated at the appropriate overtime rate for all time worked until the interrupted eight hour rest period is completed. Such overtime pay shall be in lieu of, and not in addition to, pay received under the provisions above.
- (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, Sundays and holidays shall be treated as a normal work day.

ARTICLE 14 - SALARIES, CERTIFICATE PAY, PREMIUM PAY, PERFORMANCE EVALUATIONS

14.1 Wage Increases/Performance Evaluations

Effective July 1, 2017 all Unit members shall receive a cost of living adjustment ("COLA") salary increase of one percent (1%) of base pay rate as shown on the salary schedule provided herewith as Attachment A. This increase is for all Unit members still employed at the time this MOU is adopted by City Council. If the July 1, 2017 to December 31, 2017 Actual Revenue exceeds the budget and Actual Expenditures are less than the budget by a combined minimum of \$250,000, than an additional one percent (1%) COLA shall be granted to all Unit members, effective January 1, 2018.

Effective July 1, 2018 and July 1, 2019, all Unit members shall receive a COLA salary increase of a minimum of one percent (1%) of base pay rate as shown on the salary schedule. If the fiscal year 2017 & 2018 Actual Property Tax, Sales Tax and Transient Occupancy Tax (TOT) Revenue, collectively referred to as "Revenue," exceeds 2016 & 2017 (respectively) Actual Revenue by \$500,000, Unit members shall receive a two percent

(2%) COLA; or by \$750,000, Unit members shall receive a three percent (3%) COLA for each respective fiscal year.

Retro to	Minimum	If 7/1/17 - 12/31/17	
7/1/2017	COLA	Actuals are \$250,000	
		better than Budget =	
		Additional 1%	
YEAR 1	1%	effective 1/1/18	
Effective		If FY17 Revenues	If FY17 Revenues
July 1,		Increase from FY16	Increase from
2018		by \$500k =	FY16 by \$750k =
YEAR 2	1%	2%	3%
Effective		If FY18 Revenues	If FY18 Revenues
July 1,		Increase from FY17	Increase from
2019		by \$500k =	FY17 by \$750k =
YEAR 3	1%	2%	3%

Ranges with defined steps are shown on the salary schedule provided herewith. The salary table is calibrated in approximate 2.5% increments. Annual increases 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.

Classification	Salary Range	
Accountant	56	
Accountant II	59	
Accounting Specialist	53	
Building Permit Specialist	55	
Building Inspector	62	
Building Maintenance Specialist	49	
Bus Driver	47	
Bus Driver Lead/Trainer	55	
Buyer	54	
Cable Services Specialist	44	
Code Compliance Officer	58	
Community Center Caretaker	36	
Custodian	34	
Development Project Coordinator	58	
Engineering Services Assistant	48	
Executive Secretary	53	
Financial Services Specialist	47	
Fleet Maintenance Mechanic	53	
Lead Fleet Maintenance Mechanic	56	
Lead Public Safety Dispatcher	56	
Maintenance Worker	45	
Motor Sweeper Operator	50	
Multimedia Specialist	60	
Office Specialist	44	

Payroll Coordinator	53	
Police Assistant I	44	
Police Assistant II	48	
Program Coordinator	49	
Public Safety Dispatcher	52	
Public Works Inspector	62	
Receptionist	31	
Recreation Coordinator	51	
Senior Building Inspector	67	
Senior Code Compliance Officer	64	
Senior Maintenance Worker	50	
Senior Utility Billing Representative	48	
Transit Field Supervisor	59	
Utility Billing Representative	43	
Work Release Crew Lead	47	

14.2 Certificate Pay (Public Safety Dispatchers). The following sets forth the schedule for compensation for certificates attained by public safety dispatchers. Eligible employees shall receive 5% compensation for the first certificate and an additional 2.5% for each additional certificate up to a maximum additional compensation of 12.5%. Under no circumstances shall an eligible employee receive more than 12.5% in additional compensation for certificates. Once a Unit member who obtains a POST Communications Training Officer certificate declines to train pursuant to 14.4 below, then they shall not be entitled to the 2.5% POST Communications Training Officer certificate pay until such time as they agree to conduct such training and the City has someone to train. Eligible certifications:

POST Public Safety Dispatcher Basic Course
POST Dispatcher Intermediate Course
POST Dispatcher Advanced Course
POST Communications Training Officer

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 Trainer Premium Pay (Public Safety Dispatchers). Public Safety Dispatchers assigned as trainers shall receive additional premium compensation of \$2.00 (two dollars) per hour when working with an assigned trainee on an assigned shift.

14.5 Shift Differential Premium Pay (Public Safety Dispatchers). Public Safety Dispatchers who work between the hours of 11:00 pm and 5:00 am shall be paid a shift differential premium of \$1.50 (one dollar and fifty cents) per hour only for those hours worked between 11:00 pm and 5:00 am.

14.6 Reclassification. When a Unit member is reclassified to a new or existing class with an equivalent or higher salary rate, he or she shall be evaluated at the conclusion of six (6) months. After serving six (6) months in the position he or she was reclassified to, 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.

14.7 Reclassification - 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.

14.8 Salary Survey. The City funded a salary survey with an approved consultant that was completed in November 2016.

The survey included an evaluation of certification pay for Information Technology (MCTS/MCSA) and Code Enforcement Officer certifications by each agency and was conducted over the following agreed upon agencies:

City of La Quinta
City of Coachella
City of Palm Springs
City of Colton
City of Azusa
City of Corona
City of Riverside

At the conclusion of the Salary Survey, the high and low salaries were disregarded as agreed upon and the mean salary for each position was determined as the salary to base the re-open discussion on.

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, or in excess of assigned work schedule (e.g. 9/80), where

such hours are required and approved by management, shall be paid at the rate of one and one half (1-1/2) times the employee's regular hourly base rate of pay. Overtime may be accrued as compensatory time to a maximum of one hundred sixty (160) hours.

15.1a Compensation Leave Buy Out. All represented employees may elect to receive a maximum buy-out of eighty (80) hours of combined compensation and vacation time each fiscal year. [Examples: employees may cash out 40 hours of compensation & 40 hours of vacation, 20 hours of compensation & 60 hours of vacation, 50 hours of compensation & 30 hours of vacation, etc. so as not to exceed a combined total of 80 hours of compensation and vacation time.] 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).

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.

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 time and one-half (1/2) for each hour worked thereafter. For example, should an employee be called out to work two (2) hours of emergency duty he would be compensated with three and one-half (3-1/2) hours pay at the regular hourly base rate of pay; two (2) hours pay for the first hour worked and one and one-half (1-1/2) hours pay for the second hour worked. 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. Call Out begins at time of call, including travel time.

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.

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 sixteen (16) 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 per holiday, at the basic rate of pay.
- (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.

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 an on-call status by a notice in writing; and,
- (b) The employee is required to respond to the City yard or other designated location within a specified time not to exceed thirty (30) minutes; 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 an 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 personnel 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 or "out of class" 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 to work "out of class", 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.

16.2 Promotions. Union personnel 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.

16.2a Promotional Pay Out of Leave. Prior to implementation of a promotion to a different bargaining unit, the City shall be entitled to cash out at the employee's current pay rate all vacation, holiday and comp time leave banks in excess of one hundred sixty (160) hours collectively.

16.3 Limited Assignments. Temporary assignments to perform work out of an employee's permanent classification shall be limited in duration to six (6) months in any twelve (12) month period. A time extension to the temporary assignment beyond the initial six (6) months may be made with the written concurrence of IBEW-Local 47.

ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES

17.1 Jury Duty.

- (a) 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.
- (b) All night shift dispatchers who are summoned for jury duty the day following their shift should notify their supervisor to arrange for alternate scheduling. In the event that alternate shift coverage is unavailable, the dispatcher will be allowed time off for up to eight (8) hours before reporting for jury duty and will be compensated for scheduled hours lost as normal working hours. If the same dispatcher is scheduled to work the night following the jury duty summons, they should notify their supervisor to arrange for alternate coverage. Eight (8) hours includes all time between leaving work and the time assigned to report to jury duty or time released from jury duty and returning to scheduled work. Time paid that was not worked for the purpose of this section will not count towards overtime. However, any dispatchers allowed time off either before or after a jury summons will have the option of using regular accruals (vacation or comp time) to account for any scheduled time they would have normally worked, but are allowed off.

17.2 Court Appearances (Public Safety Dispatchers). Represented employees in Dispatch positions shall be compensated for job related off-duty court appearances. The City will pay a minimum of 3 (three) hours for travel to and from appearances in court at a rate of 1 1/2 (one and one half) times the base rate of pay. All travel shall be calculated based on the time required to travel from the employee's work location to the destination. All hours required in excess of 3 (three) hours shall be compensated at 1 1/2 (one and one half) times the base rate of pay.

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. This includes all field personnel in Public Works, Streets, Parks Maintenance, Transit, Fleet Maintenance, Code Enforcement and Public Safety Dispatch. Other classifications may be added as the necessity for uniforms becomes apparent.

18.3 Boot/Safety Shoe Allowance. The City shall provide a yearly boot /safety shoe allowance from \$125 to \$250 to each employee who is required, by the nature of his/her work to wear a specific type/style of shoe or boot. Two hundred fifty dollars (\$250) will be granted to employees that are required to wear an approved shoe/boot 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 CalOSHA. One hundred twenty-five dollars (\$125) will be granted to employees that are required to wear a boot that is a non-CalOSHA required boot and must be worn as a requirement of their uniform. 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.

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 IBEW-Local 47 Business Manager, within five (5) working days after the Committee meeting. Specific questions submitted either to the Committee or by the Committee 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 and for meals as per the administrative policies of the City. (Currently A-8 for meals and E-1 for mileage). Union has tentatively agreed to an updated city-wide vehicle use policy.

19.2 Emergency 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 \$16.00.
- (b) During call-out overtime, one thirty minute meal period and one meal compensation of \$16.00 will be earned for each consecutive four hours of paid overtime completed.
- (c) During extension of the regular work day, one paid thirty minute meal period and one meal compensation of \$16.00 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 \$16.00.
- (e) Planned overtime – If planned overtime extends beyond the length of a regular work day, one paid thirty minute meal period and one meal compensation of \$16.00 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.
- (j) When Public Safety Dispatchers are notified of the need to extend a work day (or work planned overtime) four hours or less before beginning of the work day to be extended or less than four hours before the start of the planned overtime they will be subject to meal periods under Section 19.2 (b-d) and will qualify for the meal periods and meal compensation of \$16.00.

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 \$4,000 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 within three (3) weeks after 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 be 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 3 (three) 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 (three thousand dollars) shall be payable for successful completion of a Master's Degree from an accredited college or university in any subject after 3 (three) 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:

100% of the total payable incentive shall be payable upon presentation of acceptable documentation (including transcripts) showing completion of certificate or degree.

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. Any hours that exceed the regular cap of four hundred (400) hours will not be accrued. Leave banks can be utilized for time off or for conversions per provisions in the MOU.

21.2 Use Of Sick Leave. Employees with remaining "Old Sick Leave" accounts must utilize the old account hours prior to using regular sick leave hours. Payroll shall use hours from this account if such exists, until it has depleted. Sick leave shall be granted to Unit members 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 Sick Leave Buy Out. Conversion of sick leave will not be permitted. All represented employees may elect to receive a maximum buy-out of forty (40) hours each fiscal year of sick leave, however, such buy-out may not reduce the employee's available sick leave bank below ninety (90) hours effective July 1, 2017, below one hundred hours (100) effective July 1, 2018, and below one hundred twenty (120) hours effective July 1, 2019. No such restriction shall apply to the buy-out of accrued comp time or vacation time. 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).

21.4 Sick leave upon separation. Upon separation, service retirement or termination, after ten (10) years of continuous City service, a represented 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 deferred compensation account or City's Retiree Medical Savings Plan, if available. After twenty (20) years of continuous City service, a represented employee shall be eligible to convert to cash an amount equivalent to fifty percent (50%) of all unused sick leave or contribute the entire remaining balance of sick leave to the deferred compensation account or City's Retiree Medical Savings Plan, if available. Such reimbursement 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 to Deferred Compensation. After ten (10) years of continuous City service, the employee shall be eligible 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).

21.6 Bereavement. Unit members shall be allowed thirty (30) hours 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. 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.

ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS

22.1 Vacation Leave Accrual. For employees of the City as of the 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 a maximum of three-hundred twenty (320) hours of vacation leave. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further Vacation Leave accruals until said employees 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.

22.3 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 Buy-out. All represented employees may elect to receive an annual maximum buy-out of eighty (80) hours of combined compensation and vacation time each fiscal year. [Examples: employees may cash out 40 hours of compensation & 40 hours of vacation, 20 hours of compensation & 60 hours of vacation, 50 hours of compensation & 30 hours of vacation, etc. so as not to exceed a combined total of 80 hours of compensation and vacation time.] The balance of accrued vacation shall not be allowed to go below forty (40) hours as the result of this vacation buy-out. 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).

22.6 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
- 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).

Per the Payroll schedule, the holiday pay-out will occur in the second pay date in June.

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 scheduled holiday falls on a Sunday, the holiday will be taken on the following Monday.

22.8 Flex Schedule. Employees working a flex schedule 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 holiday leave bank effective with the first payroll in each fiscal year. Accrued floating holiday hours may be taken in one hour increments. 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 work day 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. Prior to implementation of a promotion to a different bargaining unit, the City shall be entitled to cash out at the employee's current pay rate all vacation, holiday and comp time leave banks in excess of one hundred sixty (160) hours collectively.

ARTICLE 23 - MEDICAL AND DENTAL INSURANCE

23.1 City Contributions to a Cafeteria Plan. Effective July 1, 2017, increase monthly cafeteria plan by \$50 per month or \$15,600 annually; this will not constitute changes to existing medical and dental plans until the next open enrollment period. The cafeteria increase, as an option, can be paid as a \$600.00 one-time check payable in the first full pay period after adoption of the MOU for employees hired prior to adoption of this MOU by City Council. Employees hired after July 1, 2017 will receive \$1,300 per month. Effective July

1, 2018, the cafeteria plan contribution will be increased by \$50 to \$1,350 per month or \$16,200 annually to each Unit member for the cafeteria benefits plan detailed in this section. 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.

23.2 Eye Wear Reimbursement. City will also reimburse a maximum of two hundred fifty dollars (\$250) annually, per fiscal year, for prescription eye wear for an employee and/or employee's dependents.

23.3 I.R.S. 125 Plan. During the term of this MOU, the City shall maintain an Internal Revenue Section (IRS) 125 program 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.

23.4 Insurance Advisory Committee. The City shall maintain the Benefit Advisory Committee to which the Union 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 Deputy Human Resources Director 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 Advisory Benefit 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 Contributions to CalPERS. 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.

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 employees expense provided that such short term disability program can be offered in conjunction with the City's existing long term disability insurance. 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 non-probationary member of the Unit 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 Tool Loan. Every member of the Unit shall be entitled to participate in an interest free loan program for the purchase of mechanic shop tools. The maximum amount of any individual loan shall be equal to one (1) month of an employee's salary. This loan cannot be used concurrently with any other City loan program.

25.4 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.

25.6 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.

25.7 Tool Reimbursement (Equipment Mechanic). Employees in the position of Equipment Mechanic shall be entitled to a reimbursement of up to \$1,500 per year upon proof of purchase of tools for use in the performance of their duties. Such purchase shall have been previously approved by the supervisor.

ARTICLE 26 - IBEW-Local 47 RETIREE MEDICAL FUND

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 lay off 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 employees 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 the IBEW-Local 47 representative. Any notice of lay off 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 lay off shall be as determined by the City in its sole discretion. The order of lay off 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 lay off 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 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 layoff 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 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 meeting.

28.4 Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.3 above, 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.

28.6 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 do so at his/her own expense. 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 parties shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, IBEW-Local 47 and the City shall take turns striking the names or arbitrators from the FMCS list until one (1) name remains. IBEW-Local 47 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 IBEW-Local 47 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 the decision relates to discipline, within fourteen (14) calendar days after the parties receive the arbitrator's recommendation on disciplinary matters, the City Manager shall advise IBEW-Local 47 and/or the employee and the Department Head 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 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

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 to 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

30.1 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.

30.2 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

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

ARTICLE 33 - RE-OPENERS

32.1 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.

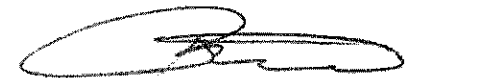
This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and IBEW-Local 47 regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and IBEW-Local 47 have reached an understanding as to 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. IBEW-Local 47 also represents that its members have ratified this MOU. Accordingly, 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 20th day of November, 2019.

For: The City of Banning




Douglas Schulze
City Manager


For: IBEW Local 47



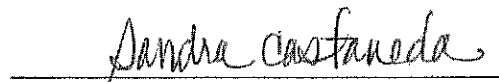
Pat Lavin
Business Manager



John Baca
Assistant Business Manager



Robert (Moses) Medina
Employee Representative



Sandra Castaneda
Employee Representative

