



MEMORANDUM OF UNDERSTANDING

**BETWEEN THE
CITY OF NEEDLES**

AND

**TEAMSTERS LOCAL 1932 UNION
FOR THE GENERAL (CLASSIFIED)**

EMPLOYEES UNIT

FOR THE PERIOD OF

JULY 1, 2019 THROUGH JUNE 30, 2025

TABLE OF CONTENTS

<u>SECTION:</u>	<u>PAGE:</u>
ARTICLE 1 TERM	1
ARTICLE 2 UNIT OF REPRESENTATION	2
ARTICLE 3 SALARY ADJUSTMENTS	2
ARTICLE 4 MERIT/STEP ADVANCEMENTS	2
ARTICLE 5 RETIREMENT/STATE DISABILITY	3
ARTICLE 6 STANDARD WORK DEFINITIONS.....	4
ARTICLE 7 OVERTIME PROVISIONS	4
ARTICLE 8 ON-CALL	6
ARTICLE 9 CALL BACK	6
ARTICLE 10 SHIFT DIFFERENTIAL.....	7
ARTICLE 11 PAID LEAVE TIME	7
A. Vacation	7
B. Sick Leave	9
C. Holidays.....	11
D. Jury Duty – Witness Duty.....	11
E. Bereavement Leave	12
ARTICLE 12 SICK LEAVE CONVERSION	12
ARTICLE 13 LIFE AND LONG-TERM DISABILITY.....	13
ARTICLE 14 MEDICAL, DENTAL & VISION CARE INSURANCE.....	13
ARTICLE 15 LAYOFF	15
ARTICLE 16 MEAL PROVISIONS	16
ARTICLE 17 HIGHER CLASSIFICATION PAY.....	16
ARTICLE 18 INCENTIVES	17
ARTICLE 19 EXTRA OR TEMPORARY HELP	17
ARTICLE 20 REST PERIOD	17
ARTICLE 21 PHYSICAL FITNESS	18
ARTICLE 22 VALID DRIVERS LICENSE	18
ARTICLE 23 HELMETS AND BOOTS	18
ARTICLE 24 SAFETY IN THE WORKPLACE.....	19
ARTICLE 25 EMERGENCY MEDICAL LEAVE	19
ARTICLE 26 EXCHANGE OF INFORMATION	21
ARTICLE 27 MEMBERSHIP IN TEAMSTERS LOCAL 1932 UNION (Teamsters)	21
ARTICLE 28 RELEASE TIME FOR DESIGNATED UNION REPRESENTATIVES	22
ARTICLE 29 MAINTENANCE OF BENEFITS POLICIES AND PROCEDURES	22
ARTICLE 30 SEVERABILITY AND LEGALITY OF CLAUSES.....	22
ARTICLE 31 ASSIGNABILITY	22
ARTICLE 32 UNIT MODIFICATION.....	22
ARTICLE 33 GRIEVANCE PROCEDURE.....	23
A. Policy.....	23
B. Right to File Grievances	23
C. Process for Filing Grievances	23
ARTICLE 34 DISCIPLINARY PROCEDURES: Disciplinary Action/Appeal/Right to Representation/Skelly Rule	25
A. Written Notice of Intention	25
B. Written Notice of Dismissal	25
C. Appeal to the Personnel Commission.....	25
D. Right to Representation	25
ARTICLE 35 APPROVAL BY CITY COUNCIL.....	26
ARTICLE 36 COMPLETION OF NEGOTIATIONS: Contract Executed.....	26
ARTICLE 37 NEW EMPLOYEE ORIENTATION	26
ARTICLE 38 COMPENSATION STUDY	27
CONTRACT EXECUTION PAGE	29
SIDE LETTER AGREEMENT TO EXTEND 2021-2023 CONTRACT TO 2025	30

MEMORANDUM OF UNDERSTANDING
Between
CITY OF NEEDLES
And
THE GENERAL (CLASSIFIED) EMPLOYEES UNIT, TEAMSTERS

This Memorandum of Understanding (hereinafter "Memorandum") constitutes a mutual agreement between the designated representatives of the City of Needles (hereinafter referred to as the "City") and representatives of Teamsters, Local 1932, the recognized employees' organization (hereinafter referred to as the "Union") representing the general (Classified) employees of the City of Needles. To the extent that implementation of issues incorporated herein requires action by the Mayor and City Council, this Memorandum will serve as a request and recommendation to such body that it be so implemented.

Representatives from management and the Union have met and conferred and freely exchange information, opinions and proposals and their agreement is contained in this Memorandum.

Their deliberations have considered prevailing wages, recruitment, turnover, internal relationships, and general economic conditions. This agreement represents a composite of these factors.

It is the purpose of this Memorandum for the parties hereto to confirm and maintain the spirit of cooperation, which has existed between the City of Needles and general (Classified) employees of the City. The City and the Union will strive to promote a harmonious relationship between the parties to the Memorandum that will result in benefits to the City and to provide continuous and uninterrupted service to the people of Needles.

ARTICLE 1 – TERM

This Agreement shall become effective and shall remain in full force from July 1, 2019 until June 30, 2025, and year to year thereafter, unless either party submits a written request to the other party to renegotiate this Agreement. Such request must be received by the other party between December 1 and December 31 prior to the scheduled date of expiration.

Should negotiations continue beyond this Agreement's expiration date, negotiated adjustments shall be implemented at a mutually agreed upon date.

If any other bargaining unit negotiates a provision which affects the salary or benefits of its members, the City shall extend the same improvements(s) to the members of Teamsters Local 1932.

ARTICLE 2 – UNIT OF REPRESENTATION

The general (Classified) employees' representation unit shall consist of all classified employees. The employee representation unit excludes all other employees Union.

ARTICLE 3 – SALARY ADJUSTMENTS

There will be a 5% wage increase for bargaining-unit employees effective on the beginning of the first full pay period which includes July 2019. An additional 2% wage increase for bargaining unit employees effective on July 1, 2020. An additional 2% wage increase for bargaining unit employees effective July 1, 2021. An additional 2% wage increase for bargaining unit employees effective on July 1, 2022.

For 2020, 2021 and 2022

Bargaining unit employees will receive an additional 1% wage increase for each tax revenues increase of \$500,000 (up to 3% per year)

For 2023 and 2024

Salary Schedule: The Parties agree to amend Article 3 of the 2021-2023 MOU to include:

- Effective July 1, 2023, the City shall implement a 2% wage increase for FY 2023-2024.
- Effective July 1, 2024, the City shall implement a 2% wage increase for FY 2024-2025.

ARTICLE 4 – MERIT/STEP ADVANCEMENTS

- A. Within the base salary range, all step advances will be made at the beginning of a pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification.
- B. newly hired/probationary employees shall receive a step advancement to the "B" (or next) step shall be contingent upon the completion of thirteen (13) pay periods of satisfactory work performance. Regular employees shall receive a step advancement contingent upon completion of twenty-six pay periods of satisfactory work performance or earlier at the discretion of the City Manager. However, merit-based wage increases are limited to no more than two (2) per year.
- C. As defined in the Agreement, thirteen (13) pay periods shall be equal to one thousand forty (1,040) regularly scheduled hours worked; and, twenty-six (26) pay periods shall be equal to two thousand eighty (2,080) regularly scheduled hours worked.
- D. the Work Performance Evaluation for a regular status employee shall be completed by the employee's immediate supervisor within a period of sixty (60) workdays prior to the employee's step advance benefit date for an employee not receiving the top step of their

- salary range. To receive the step advancement, the employee must be evaluated overall on the Work Performance Evaluation as "Meets Job Standard" or "Exceeds Job Standards". After receiving final step, evaluations are to continue on an annual basis.
- E. The employee's supervisor shall advise employees orally and/or in writing of any inadequate and/or exemplary performance.
 - F. Employees shall be notified in writing no less than thirty (30) calendar days prior to the receipt of their Work Performance Evaluation.
 - G. Regular status employees evaluated overall as "Not Meeting Job Standards" shall not receive the step advance, except as provided herein.
 - 1. If an employee receives an overall "Unsatisfactory" or "Below Job Standards" evaluation, the employee's step advance may not be granted on the date due.
 - 2. If no Work Performance Evaluation is filed pursuant to (B) of this Article, the employee shall receive their step advance effective on the date due.
 - 3. In the event that step advancement is denied, the employee shall be reevaluated at three (3) month intervals. Denied step advancement can be granted following any sequence of a six (6) month reviews of the employee's performance.
 - 4. Any dispute arising out of the content of a Work Performance Evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory" may be processed in accordance with the grievance procedure.
 - 5. It is agreed that the performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.
 - H. The provisions of this Article shall be implemented pursuant to procedures established and mutually agreed to by the parties to this Memorandum.

ARTICLE 5 - RETIREMENT/STATE DISABILITY

The City has contracted with the Public Employees Retirement System ("PERS") for members of this unit. As used in this Article, the terms "Classic Members" and "New Members" shall be the same as those terms are used in the Public Employees' Pension Plan Reform Act of 2013.

- A. As to Classic Members, the benefits are the 2% at 55 Modified Formula, and Section 20835.1 (Limit Prior Service to members Employed on the Contract Date). To the extent allowed by law, prior service credit will be granted for all years of service with the City of Needles. As to new members, the benefits are the 2% at 62 Formula.

- B. Classic Members shall contribute up to seven percent (7%) per month to PERS. New Members' contribution rate shall be fifty percent (50%) of the normal contribution rate or the current contribution rate of similarly situated employees, whichever is greater.

ARTICLE 6 – STANDARD WORK DEFINITIONS

- A. The standard workweek shall consist of forty (40) hours in a seven (7) consecutive day period for all departments.
- B. The standard workday represents the tour of duty for which an employee is regularly scheduled for work during a twenty-four (24) hour period commencing from the start of the employee's assigned shift.
- C. Time worked beyond the standard workweek or the standard workday shall constitute overtime worked for pay purposes.
- D. The City will recognize Flexible Work schedules when feasible. Option for a 4/10 schedule to be included in flex schedules. Department operations will be covered to meet the public needs during normal business hours.
- E. When on a 4/10 schedule, no overtime will be awarded until the completion of a ten (10) hour shift.

ARTICLE 7 – OVERTIME PROVISIONS

- A. It is the responsibility of department managers to arrange for the accomplishment of the workload under their jurisdiction within the normal tour of duty of employees. The City policy is to discourage overtime except when necessitated by abnormal or unanticipated workload situations. The City has the right to require overtime to be worked.
- B. Payment for overtime shall be made on the first regular payday following the pay period in which the overtime was worked.
- C. Overtime is to be defined as actual hours or increments of not less than fifteen (15) minutes worked in excess of eight (9) hours within the standard workday, or in excess of forty (40) hours within the standard workweek, or time actually worked on a holiday. Non-emergency overtime requires advance approval from Supervisor or Department Head.
- D. Overtime shall be compensated at time and one-half cash payments of a regular employee's base hourly rate for hours worked as described in "C" above. Overtime shall be reported in fifteen (15) minute increments and shall be non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes.
- E. Employees may request to accrue compensatory time in lieu of cash payment for such overtime. Employees are to advise their supervisor of the method of overtime payment

- (pay or compensatory time) before overtime is worked. In accordance with FLSA rules and regulations, compensatory time is accrued at a rate of time and one-half.
- F. Compensatory time may be accrued to a maximum of eighty (80) hours or the maximum hours of the unclassified unit. The employee and the department manager shall schedule all compensating time off. Approval for such time off shall be made according to the needs of the department, but with due regards to the employee's request.
 - G. Employees will be cashed out 25% per fiscal year for the term of the contract.
 - H. Upon termination, the City shall pay the employee for any unused compensatory time at the employee's current rate of pay.
 - I. Overtime worked in excess of the maximum accrued of eighty (80) shall be paid in accordance with "B" above.
 - J. All paid leave time shall be considered as time worked for the purposes of computing overtime.
 - K. Advance Notice of Change in Scheduled Hours of Work:
 - 1. Where prescheduled changes in an employee's regularly scheduled hours of work are necessary, the City will provide the employee with two (2) weeks advance notice. Where less than two (2) weeks advance notice is given, the employee shall suffer no loss of overtime pay, if applicable. Scheduled changes of less than five (5) workdays and with less than two (2) weeks' notice shall be considered as scheduled overtime and paid pursuant to sub-Section "C" and "D".
 - 2. For purposes of this Article, prescheduled changes in an employee's regularly scheduled work hours of work shall be defined as changes of not less than five (5) consecutive workdays.
 - 3. Employees who voluntarily trade hours of work with co-workers to accommodate leave, i.e. vacation, automatically waive the two (2) weeks' notice.
 - L. Emergency Call Out of Day Shift Employees: In the interest of employee safety, employees who are required to work overtime within the eight-hour period preceding their scheduled starting time, shall be entitled to time off with straight time pay equal to time worked during this time frame.
 - M. Delayed start time shall only apply to the day of the emergency callout and will not affect normal rates of pay or any premium pay provisions. If the emergency continues into the employee's normal workday, overtime compensation will continue until such time as the emergency condition is resolved.

ARTICLE 8 – ON-CALL

- A. Employees who are released from active duty but are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be assigned to On-call duty. While assigned to On-call duty, an employee shall be free to use the time for his or her own purposes. Employees assigned to On-call may not be under the influence of alcohol, or any controlled substance.
- B. On-call duty requires that the employees so assigned shall (1) leave a telephone number where they can be reached or wear a communicating device, and (2) be able to respond to duty within an hour. The department manager may establish time periods to respond of more than one hour. Employees not assigned to On-call and approval of compensation shall be made by the department manager based upon the needs of the department. On-call duty shall be compensated at the rate of sixteen (16) hours for one (1) workweek (6 a.m. Tuesday to 5:59 a.m. the following Tuesday) of On-call duty. In addition to the above, employees will receive an additional four (4) hours of compensation if one of the holidays specified at Article 11, Section “C” of this Memorandum falls within the week the employee is On-call. Compensation shall be at the employee’s regular rate of pay, except in exceptional circumstances. No employee will be required to be On-call for more than one (1) week in any three (3) week period. On-call duty pay is not considered in calculating paid sick leave under Article 11(B). Actual work performed when On-call is counted in calculating paid sick leave.
 - 1. Weekend is defined as Close of Business Friday through Open of Business Monday. Unless the On-call employee is on an alternative work schedule.
 - 2. Holiday is defined as Close of Business prior to Holiday through Open of Business following the Holiday.

ARTICLE 9 – CALL BACK

- A. **Call Back:** When a regular employee returns to work because of a department request, made after the employee has completed a normal work shift and left the workstation, the employee will be guaranteed a minimum of two (2) hours pay at the regular rate or at the time and one-half (1.5) rate. If the call back occurs after completing the standard workday, the employee shall be paid for all time worked after call back at the appropriate regular or overtime rate depending on prior standard day/week hours. Should the employee be required to work beyond the twenty-four (24) hour period, the rate shall not revert from overtime to regular rate just because it is a new day.
- B. Revised schedules shall not impact the standard day/week in terms of standby or call back premium rate qualifications. Any actual work performed on weekend resulting from call back of revised schedules shall be paid at the time and one-half (1.5) rate.

ARTICLE 10 – SHIFT DIFFERENTIAL

- A. The City recognizes three (3) periods of a twenty-four (24) hour workday as separate shifts:
- 5:00 a.m. to 5:00 p.m. is considered the day shift;
- 5:00 p.m. to 12:00 a.m. is considered the swing shift; and
- 12:00 midnight to 5:00 a.m. is considered the midnight shift.
- B. Employees assigned to regularly scheduled tours of duty that work hours other than the day shift will be compensated by a shift differential amount for those hours worked in the swing or midnight shifts. Shift differential shall be paid for actual hours worked in other than day shift and shall be compensated as follows:
1. Fifty cents (\$0.50) per hour in addition to the employee's base hourly rate for the swing shift hours worked between 5:00 p.m. and midnight; and seventy-five cents (\$0.75) per hour in addition to the employee's base hourly rate for the midnight to 5:00 a.m. shift hours.

ARTICLE 11 – PAID LEAVE TIME

The following types of leave shall be authorized and paid by the City:

- A. **Vacation:**
1. Vacation time cannot be accumulated in excess of two (2) years' accrual, and any excess vacation time shall be forfeited unless the City Manager gives express written permission for such accumulation and that same shall only be granted in unusual circumstances which require an employee to forego vacation for the convenience and benefit of the City. However, no employee shall lose earned vacation time because of work urgency.
 2. Vacation will accrue but may not be used during employee's first thirteen (13) pay periods of employment. Vacation leave days shall be prorated in the anniversary year that would cause an increase in vacation leave days.
 3. Upon termination of employment, employees shall receive a lump sum payment for all accrued vacation leave time at the employee's current salary rate. The City and the affected employee may exercise their right to mutually agree on a schedule for payments rather than a lump sum payment.
 4. Accrual of vacation shall be on a pay period basis as follows:

Years of Employment	Hours Per Year	Accrual Per Pay Period
0 through 4	80 hours (10 days)	3.077
5 through 9	120 hours (15 days)	4.616
10 or more	160 hours (20 days)	6.154

5. Employees who presently have more than 10 but less than 20 years of service are eligible to accrue up to 160 hours (20) days of vacation per year. Further, during years 20 through 24, they shall accrue an additional .3077 hours per pay period for each year of service over twenty (one additional vacation day per year of service). However, the maximum annual accrual of vacation for such employees shall be a total of 200 hours or 25 days of vacation per year.
6. The accrual rate of employees who are presently accruing more than twenty (20) days per year will not change. Employees with 20 or more years of service shall continue to accrue an additional .3077 hours per pay period for each year of service over twenty (one additional vacation day per year of service.)
7. Employees with the City may request an advance of up to five (5) days of un-accrued vacation time off.
8. Vacations shall be bid annually, in January, within each department, in order of seniority with the City. The City shall make every reasonable effort to accommodate requests for vacation time outside of the bidding process, keeping in mind the well-being of the employee and the business needs of the City.
9. In the event employees are physically unable to report for a vacation bid, or cannot be contacted, they are permitted to submit to their supervisor, in writing, a list of five or more choices for vacation listed in order of preference. Employees who refuse to submit vacation choices to their supervisor will be assigned, by the department manager, to any vacations that may be remaining.
10. Vacation shall cease to accrue during any period of unpaid leave that exceeds two (2) or more pay periods.
11. Buy out of vacation hours at 40 hours once a fiscal year as long as 40 hours of vacation is taken in the prior fiscal year, July 1 through June 30. Vacation cash out of an equal amount as used the previous fiscal year (e.g. use 40 hours cash out 40 hours, use 55 hours cash out 55 hours etc.)

B. Sick Leave:

1. Paid sick leave that accrued before July 1, 2015 is called the employee's "Old Sick Leave Bank." Paid sick leave that accrues on or after July 1, 2015 is called the employee's "New Sick Leave Bank." The "Old Sick Leave Bank" shall be maintained and paid to employees per Article 12.

2. Employees covered by this Agreement will earn sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked, regardless of the hourly rate paid for that work. Paid sick leave will cease to accrue once the employee accrues one hundred sixty (160) hours of paid sick leave in the "New Sick Leave Bank." Paid sick leave will not accrue again unless the employee's unused sick leave in the "New Sick Leave Bank" falls below the one hundred sixty (160) hour cap.
3. Employees whose accrued but unused paid sick leave is below or later falls below one hundred sixty (160) hours will earn paid sick leave in the "New Sick Leave Bank" at the rate of one (1) hour of sick leave for every thirty (30) hours worked. The employee will continue to earn paid sick leave until the one hundred sixty (160) hour cap is reached, at which time paid sick leave stops accruing. Paid sick leave will not accrue unless the employee's unused sick leave in the "New Sick Leave Bank" falls below one hundred sixty (160) hours.
4. Employees cannot, at one time, have more than one hundred sixty (160) hours of accrued sick leave in the "New Sick Leave Bank."
5. All employees can use accrued paid sick leave for the purposes set forth in Labor Code Section 246.5(a) of the Healthy Workplaces, Healthy Families Act of 2014 ("HWHF").
6. Accrued sick leave in the "New Sick Leave Bank" up to the total maximum of one hundred sixty (160) hours shall carry over to the following year, but not additional paid sick leave will accrue until the employee's accrued paid sick leave in the "New Sick Leave Bank" falls below the one hundred sixty (160) hour cap.
7. If the City rehires an employee within twelve months from his or her separation from City employment, an accrued, unused, and unpaid sick leave will be restored to that employee. The City is not required to reinstate sick leave that the City paid out at the time of the employee's separation from employment.
8. The City will provide all employees with a written notice of the amount of paid sick leave available in both the "Old" and "New" Sick Leave Banks. The notice will be provided on the designated pay date with the employee's payment of wages. Sick pay will be paid at employee's hourly rate of pay in effect when the sick leave is taken. Sick pay will be paid on the payday for the next regular payroll period after the sick leave is taken.
9. Employees can use accrued paid sick leave upon a written or oral request. If the need to use paid sick leave is foreseeable, the employee must give reasonable advance notice. If the need to use paid sick leave is unforeseeable, notice must be given as soon as practicable. Although the City will accept any reasonable written or oral request to take sick leave, adhering to the following procedure will be deemed in compliance with the notice requirement. Employees or other

responsible person should call and advise of the absences due to illness by speaking with any available employee or, where available, via voice mail.

- a. Such calls should be received at least ten (10) minutes prior to the employee's scheduled start time.
 - b. The employee should contact the department/work site or leave a message on the City's answering machine **(760) 326-6538** not later than thirty (30) minutes prior to his/her scheduled start time.
 - c. The City hereby agrees to purchase an electronic answering device that automatically provides the time and date of all calls received and to dedicate one (1) phone line to that answering machine for the purpose of receiving messages from City employees who are calling in sick.
10. The employee's "Old Sick Leave Bank" hours are "grandfathered" as of July 1, 2015. Any paid sick leave the employee accrues after July 1, 2015 will be added to the "New Sick Leave Bank." Paid sick leave hours that accrue after July 1, 2015 (the "New Sick Leave Bank" hours) have no cash value. Upon termination, resignation, retirement, or other separation of employment, only the amount in the "Old Sick Leave Bank" will be paid to the employee pursuant to Article 12.
 11. When using accrued sick leave, the employee will first draw from the "New Sick Leave Bank" up to one-half of the sick leave hours taken. The remaining sick leave hours taken will be drawn from the "Old Sick Leave Bank," with the hours valued at 50% being used first (see Article 8) until exhausted. Once 50% "Old Sick Leave Bank" is exhausted, 50% will be used from the "Old Sick Leave Bank" valued at 100%. Thus, if an employee uses eight (8) hours of sick leave and has accrued two (2) hours in the "New Sick Leave Bank" and has ten (10) hours in the "Old Sick Leave Bank," the "New Sick Leave Bank" will be reduced by two (2) hours and the "Old Sick Leave Bank" will be reduced by six (6) hours. However, using the same example, if the employee has eight (8) hours in the "New Sick Leave Bank" and has ten (10) hours in the "Old Sick Leave Bank," the "New Sick Leave Bank" will be reduced by four (4) hours and the "Old Sick Leave Bank" will be reduced by four (4) hours.
 12. In accordance with Labor Code Section 245.5(a)(1), the requirements of the HWHF are waived.

C. Holiday and Personal Day Off:

1. Employees covered by this Agreement shall be entitled to the following recognized holidays:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Any day proclaimed by the President of the United States and/or the governor of California for public fast, thanksgiving, mourning or as a public holiday.

2. In the event any recognized holiday shall fall on Saturday, the preceding Friday shall be observed as a full day holiday. In the event any recognized holiday shall fall on Sunday, the Monday immediately following shall be observed as a full day holiday.
3. The employee shall be on an authorized pay status on the day prior to any recognized holiday and the day following the same to be eligible for benefits on a paid holiday. An employee who is on an authorized leave or who is using paid sick leave is considered to be on authorized pay status.
4. In the event any employee is required to work all or any part of a recognized holiday, the City shall compensate said employee for the time worked at one and one-half (1-½) the employee's base hourly rate for hours actually worked, in increments of not less than fifteen (15) minutes. Such pay shall be in addition to eight (9) hours holiday pay.

Each Classified Employee is entitled to one (1) personal day off with pay during each fiscal year. Personal days off will be scheduled in advance based upon the needs of the department and with the mutual consent of the employee and the employee's supervisor.

D. Jury Duty – Witness Duty:

1. Employee covered by this Agreement shall receive full salary while serving as a juror and shall not be required to remit compensation received as a juror to the City.
2. Employees covered by this Agreement who are subpoenaed for appearance in a court or other duly constituted body empowered to issue subpoenas shall receive full salary. The employee shall not be required to remit compensation received for witness fees for time off. This provision shall not apply unless the employee's appearance in court is directly related to City business.

3. In the event that an employee is released from jury duty and the employee is reasonably able to arrive to work with two (2) or more hours remaining on his/her regularly scheduled shift, the employee shall report to work. Likewise, employees who are subpoenaed to appear in court and who could perform four (4) or more hours of work and still have sufficient time to cleanup and/or dress appropriately for their court appearance shall report for work at their regularly scheduled time.

E. Bereavement Leave:

1. The City agrees to grant up to five (5) days paid bereavement leave in the event of a death in the Employee's immediate family, Domestic Partner or any relative living with an employee. Immediate family is defined as spouse, child, grandchild, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, or anyone who raised the employee as a child. Domestic Partner is defined in California Family Code Section 297, sub section (a) & (b 1-5). Such leave shall not be charged against the employee's leave balances. The total bereavement leave days shall not exceed five days per occurrence.
2. For the purpose of bereavement leave, weekends and/or holidays shall not be counted toward the five (5) days, nor shall they be considered a break in the five (5) days. Except as provided at Section E(3) below, such leave shall not be charged against the employee's leave balances.
3. Sick leave, vacation, holiday, or compensatory time, if due, may be used for additional time off when needed. If the employee has no accrued time available, the additional time off shall be considered leave of absence without pay.

- F. All of the above paid leave time shall be counted as time worked for the purpose of computing hours worked for overtime pay.

ARTICLE 12 –
SICK LEAVE CONVERSION – “OLD SICK LEAVE BANK” ONLY

This provision applies to Old Sick Leave Bank hours only.

- A. In the event of death of the employee, one hundred percent (100%) of unused sick leave in the Old Sick Leave Bank shall be paid to a pre-designated beneficiary and, if no such designation has been made, then to the estate of the deceased.
- B. Upon the effective date of this Agreement, employee's hours of accrued sick leave as of July 1, 2007, shall be “grandfathered” and paid 100% to employee upon separation from City service. These “grandfathered” hours shall become the “base hours”. Sick leave hours that accrued during the period from July 1, 2007 through June 30, 2013 (no Old Sick Leave Bank hours accrued after June 30, 2013) shall be paid at 50% up to a maximum of 1,040 hours upon separation from City service. The City Manager has placed a memo in each employee's personnel file reflecting the number of sick leave hours that each

employee has as of July 1, 2007. That memo will permanently remain in the personnel file of each employee and superseded any previous memos.

- C. Upon the effective date of this Agreement, employee's hours of accrued sick leave in the Old Sick Leave Bank to be paid at 50% commencing July 1, 2007 through June 30, 2013 shall be "grandfathered" and paid at 50% up to a maximum of 1,040 hours to employee upon separation from City service. The City Manager will place a memo in each employee's personnel file reflecting the number of sick leave hours that each employee has in the 50% portion of the sick leave bank as of July 1, 2015.

1. Employees with a balance in the "old Sick Leave Bank" Will be cashed out 25% of the balance per fiscal year beginning in the fiscal year 2019/2020 until leave balances are exhausted.

- D. "New Sick Leave Bank"

Paid sick leave hours accruing after July 1, 2015 shall have no cash value.

ARTICLE 13 – LIFE AND LONG-TERM DISABILITY

- A. The City shall provide two (2) times the annual salary or a minimum of \$50,000 life insurance coverage for all employees covered by this Agreement. Additionally, dependents of employees of this unit shall be covered by a \$10,000 policy for spouses and \$5,000 for children in accord with the applicable group insurance contract.
- B. The City shall provide to all employees covered by this Agreement Long Term Disability insurance which will insure the income of the employees at a rate of 66% of their current gross income. This will be paid for entirely by the City and the plan will meet all ERISA and insurance standards. Benefits will coordinate with state disability insurance and the benefits will be in place until the employee reaches age 65. A waiting period will be in place as stated in the plan documents.

ARTICLE 14 – MEDICAL, DENTAL & VISION CARE INSURANCES

Each employee in the unit of representation shall be entitled to the following insurance programs: Medical, Dental, Optical Examination, and Corrective Lenses. The Agreement will levelized the employee contributions to healthcare benefits over the life of this Agreement. The first step, effective the first pay period in July will be to get to 50% of the current difference, then beginning with the last pay period in June 2019, the remainder according to the table below, which reflects the employee contributions during the last pay period in June 2019:

				New Teamsters Rate	New Rate last pp
Current Rates for employees	NUEA	Teamsters	Diff. pp	2018	June 2019
Employee only (per pp)	\$55.27	\$77.11	\$21.84	\$66.19 (-10.92)	\$55.27 (-10.92)
Employee +1 (per pp)	\$98.76	\$137.45	\$38.69	\$118.10 (-19.35)	\$98.73 (-19.34)
Employee + family (per pp)	\$120.57	\$168.13	\$47.56	\$144.35 (-23.78)	\$120.57 (-23.78)

- A. Employees and City are to share equally any increases in health insurance premiums. Such costs are to be deducted from employee's paychecks as is the present practice.
- B. The City will implement provisions of the IRS Code Section 125 allowing the employees to tax defer health insurance premiums deducted from their paychecks. The City will also study if it will be feasible to expand the Section 125 plan to a more complete Cafeteria plan.
- C. If, during the terms of this Agreement, the programs or claims service of the provider becomes a source of complaint, beyond reasonable explanation, by employees of the unit, the City shall be notified by the Union. The City agrees to meet within 30 days of such notice, for the purpose of resolving these issues and problems including actions up to and including selection of new plans and providers.
- D. The City shall enroll in the State Disability Insurance (SDI) Program. Employee shall be responsible for 1% state disability contribution effective immediately.
- E. The City agrees to pay for retirees' medical insurance coverage for employees retiring after 20 or more years of service and after having reached age 55 or older, said coverage to continue until the employee becomes eligible for Medicare. The retiree may choose to purchase coverage for his/her dependent (2) at the retiree's sole expense. Should the retiree die prior to the exhaustion of his/her remaining sick leave benefits, said amount will be put in a pool from which future retirees could draw to subsidize their health benefits.
- F. for classified employees hired after July 1, 2007 and retire at age 55 or later with twenty (20) or more years of service, City agrees to contribute up to a maximum of \$300 per month for medical insurance coverage. Said contribution to continue until employee reaches Medicare eligibility.
- G. The parties agree that as of July 1, 2015, the City will cease providing a non-SDI short-term disability policy through the current health benefit package.
- H. The parties agree to discussions regarding health benefits package including the current plan and the health plan offered by the Teamsters. This Agreement may be amended to include any negotiated agreements the parties reach on this issue.

ARTICLE 15 - LAYOFF

- A. The City may initiate force reductions whenever one or more positions are eliminated due to declining work requirements; discontinued services or activities; or lack of available funds.
- B. In the event that layoffs are necessary, the Union shall have the right to meet and confer on the impact of the layoff, to include the implementation of the "bumping" process.

- C. Layoff, however, shall not be used as a substitute for separation, release, discharge or other termination causes.
- D. The City shall retain those employees in each affected classification who have the longest period of service with the City in the Classification within the bargaining unit.
- E. Under no circumstances shall the City retain temporary employees in employee classifications in which force reductions are in progress.
- F. The City will continue payment of medical insurance premiums up to the maximum of six (6) months or until a laid off employee obtains other employment, whichever comes first.
- G. Notification: Employee to be laid off shall be given notice thirty (30) calendar days prior to the layoff.
- H. An employee affected by layoff shall have the right to “displace” another employee. The “displaced” employee need not be in the same department but must have less seniority and be in a lower position in the same class or in a “lower” class from which the affected employee once had “regular” status.
- I. For the purpose of this section, seniority includes all periods of full-time service in, or “above” the classification level where the layoff is to occur within the general bargaining unit.
- J. An employee “retreating” to a lower or similar position shall be placed at the salary step resulting in the least loss of pay.
- K. In no case shall the employee receive a salary increase in the “retreat” position.
- L. In each classification affected, employees shall be laid off, according to employment status, in the following order: Temporary, Transitory, Provisional, and Regular.
- M. From time to time, two or more regular employees may have equal status in the class from which a layoff is to be made. Layoff of such employees shall be determined by lot.
- N. The names of persons laid off or demoted in accordance with these provisions shall be entered upon a re-employment list. Lists from different department, or from different times, for the same class of position shall be combined into a single list. The City Manager shall use such lists when a vacancy arises in the same or lower class or position.
- O. Upon completion of the probationary period, the seniority of an employee accepting an unclassified position shall be frozen and maintained for future eligibility and reentry into the classified service. The seniority of unclassified personnel without prior classification service who enter the classified service shall commence upon their date of entry into the classified service.

ARTICLE 16 - MEAL PERIODS

- A. Each employee shall be granted an uninterrupted meal period away from his/her workstation. Such meal period shall be scheduled by the employee's immediate supervisor.
- B. Employees required to travel outside of the corporate limits of the City to conduct business on behalf of the City shall be entitled to reimbursement or reasonable expenses incurred for meals during said travel, with receipts. Reimbursement for meal expenses, however, shall be applicable only in those instances in which an employee has traveled more than thirty (30) miles outside the City and is not expected to return within thirty (30) minutes after the employee's regularly scheduled meal period.
- C. Should an employee be required to work unscheduled overtime hours which extends more than two (2) hours beyond an employee's normal meal period, the City will reimburse the employee for reasonable expenses incurred for meals taken on-the-job, with receipts.

ARTICLE 17 – HIGHER CLASSIFICATION PAY

- A. In the event an employee is assigned to perform duties of a job classification higher than the classification to which the employee is normally assigned for a cumulative total in excess of eight (8) hours in a fourteen (14) calendar day payroll period, such employee shall be paid at the "A" step of the higher classification for all hours worked in such classification.
- B. Should an employee's current salary exceed the "A" step of the higher classification, he, or she shall be paid at that step which represents a five percent (5%) increase over his/her current base salary.
- C. It is agreed, however, that no employee shall perform work in a higher job classification unless specifically directed to do so by the supervisor of the department of which the employee is normally assigned or by the formally designated representative of such supervisor.

ARTICLE 18 - INCENTIVES

- A. Training: An educational incentive is established in which books, school supplies, and tuition will be reimbursed by the City on approved courses. Reimbursement will be granted upon proof of satisfactory completion of the course. Estimated costs are to be submitted to the City Manager prior to authorization to taking the course and all courses shall be job related. An employee's work schedule shall not change when enrolled in a departmentally approved course of study unless no other alternative exists.
- B. Bonus Program: The City and Union shall cooperate in the development of a Performance Improvement Incentive Bonus Program.

- C. Employee Handbook: The City and Union shall cooperate in the development of an Employee Handbook.
- D. Employee Recognition Program: The City and Union shall cooperate in the development of a years of service awards recognition program.
- E. A Labor/Management Task Force to be created within 30 days of contract ratification. Task Force to meet within 60 days of contract ratification.

ARTICLE 19 – EXTRA OR TEMPORARY HELP

- A. An extra help or temporary appointment shall mean the filling of a position intended to be on less than a year-round basis. Such appointments shall include but not be limited to cover seasonal peak workloads; emergency extra workloads of limited and seldom recurring duration; necessary vacation and sick leave situations; and other involving authorized leave of absences.
- B. Ordinarily an extra help or temporary appointment will not be authorized for a period of time exceeding 1,040 hours, however, in unusual circumstances, the City Manager may authorize an extra help or temporary appointment not to exceed 2,080 hours.
- C. Extra help or temporary employees shall be limited to not more than the “A” step of the salary range and, other than paid sick leave under Article 11(B), shall not be entitled to benefits from any provision accruing to regular employees under this Agreement.
- D. The City will utilize a workforce provided by Teamsters Local 1932 prior to any “employment agency” if Teamsters can provide said workforce.

ARTICLE 20 – REST PERIOD

- A. Employees shall be entitled to rest periods. Rest period shall consist of one fifteen (15) minute work break in the first half of the workday and one fifteen (15) minute work break in the second half of the workday for each eight (8) hour standard work day.
- B. Each rest period will be increased by five (5) minutes for each two-hour increment or any fraction thereof in the standard workday or over eight (8) hours.
- C. Employees required to work overtime beyond their regular tour of duty shall be granted a ten (10) minutes work break for each two (2) hours.
- D. Rest periods shall be scheduled in accordance with the requirements of the department, shall not interrupt the work schedule, and may be combined into one rest period a day if mutually agreed to between employees and management.
- E. Rest periods shall be considered as time worked for payroll purposes.

ARTICLE 21 – PHYSICAL FITNESS

- A. The parties agree that physical and mental fitness of City employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement, the City, with reasonable cause, may require medical and psychological assessments of employees, provided the City pays the cost of and provides time off without loss of pay for such assessments. Appropriately qualified health care professionals shall do all such assessments.
- B. Medical and psychological reports shall be released to and retained by the City personnel director. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of City business.
- C. The parties agree that the admission to the aquatic center will be waived for employees. Employees' families shall be entitled to admission at one-half (½) the price.

ARTICLE 22 – VALID DRIVER'S LICENSE

All City employees that operate a City vehicle during the course of their duties must obtain and have a valid driver's license appropriate to the type of City equipment/vehicle being operated.

ARTICLE 23 – HELMETS AND BOOTS

- A. The City will provide Safety boots, as needed to all employees when required by applicable OSHA and/or Cal-OSHA regulations to wear them. Lineman safety boots will be provided every 2 years or as needed.
- B. The City will provide a helmet/hard hat to each employee required wearing a helmet/hard hat while operating City equipment (i.e. ATV's).

ARTICLE 24 – SAFETY IN THE WORKPLACE

The City and Union agree to work together to develop safety, environmental, and hazardous material handling manuals in compliance with regulatory agencies. Further, the City and Union will cooperate in encouraging compliance with said manuals, once agreed to. (The Union, in cooperation with the City, will appoint one employee representative to mutually agreed to committees to develop said manuals).

ARTICLE 25 – EMERGENCY MEDICAL LEAVE

The City and Union agree to the following particulars respecting an Emergency Medical Leave policy:

- A. The employee must have regular status with the City or one (1) year of continuous service in a regular position with the City.
- B. The employee must meet all of the following criteria before he/she becomes eligible for Emergency Medical Leave donation:
 - 1. Be on an approved medical leave of absence;
 - 2. Submit a doctor's off-work order verifying the medical requirements to be off work;
 - 3. Have exhausted all available leave balances.
- C. An employee is not eligible for Medical Emergency Leave if he/she is receiving state disability benefits, long term disability, or workers' compensation benefits. An employee eligible for short term disability and state disability insurance must first through coordination utilize and exhaust said benefits.
- D. Vacation, holiday, or administrative leave, as well as compensatory time may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours, not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the City. The employee (done) receiving the Emergency Medical Leave will be taxed accordingly.
- E. The donation is to be for the employee's Emergency Medical Leave only. The donation to one employee is limited to a total of 1,040 hours per fiscal year.
- F. The definition of Emergency Medical Leave is an approved leave of absence due to a verifiable, long term illness or injury, either physical or mental impairment. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee on Emergency Medical Leave. A statement from the employee's treating physician, subject to review by the City's medical officer or medical designee, is required.
- G. The employee on an approved medical leave of absence who is receiving Emergency Medical Leave can continue to earn health benefit monies provided that they are paid for at least forty-one (41) hours per pay period, the requirements of the Federal and State Family Leave Acts, as applicable to the individual employee. An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, sick leave, or retirement credit.
- H. Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's base salary, exclusive in both instances of overtime, differentials and the like, as the singular purpose of this program is to provide financial assistance.

- I. Any donated time unused by the employee for the Emergency Medical Leave shall remain in the donee's accruals to be utilized as follows:
 - 1. Employees who resign or die while on Emergency Medical Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Emergency Medical Leave at time of resignation or death in accordance with payroll procedures established by the City.
 - 2. An employee on an Emergency Medical Leave who has received the approval of his/her physician and the City's health officer to return to full time work shall have all unused Emergency Medical Leave converted to an equal amount of sick leave which will be available to the employee according to the applicable Sick Leave Article of this Agreement.
 - 3. An employee on Emergency Medical Leave who has received the approval of his/her physician and the City's health officer to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Emergency Medical leave not to exceed each pay period the less of eighty (80) hours or the employee's normally scheduled hours of work.
- J. The donation shall be administered on a specific basis where so designated with the instances charged to the Emergency Medical Leave donation for the actual administrative costs.
- K. Solicitation of donors shall be regulated by the City, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- L. All donors and donees shall sign release forms designed, retained, and affected by the City.
- M. The parties agree to meet and confer regarding issues arising from the implementation of this program.

ARTICLE 26 – EXCHANGE OF INFORMATION

The City will send a copy of the City Council agenda and minutes to the Union and the Union will send a copy of its monthly magazine to the City Manager.

ARTICLE 27 – MEMBERSHIP IN UNION/TEAMSTERS

- A. The Union shall have the sole and exclusive right to have membership dues deducted for employees covered by this Agreement by the City, upon appropriate written authorization from such employees. Remittance shall be made by the City to the Union within fifteen (15) working days of the deduction of such sums. Teamsters certifies it shall maintain authorization for all Teamster members.

- B. The City shall deduct, upon receipt of a duly executed form, properly signed by the member of the bargaining unit, dues to the Union for members.
- C. The City shall deduct upon receipt of a duly executed form properly signed by a member of the Union, dues for members of the Union. The Union shall advise the City in writing of the amount of the dues to be deducted for each member of the Union. Any change in dues will be submitted to the City in writing thirty (30) days prior to the effective date of such change.

Employees in the bargaining unit who are not members of the Union on the effective date of this Agreement, and employees who hereinafter come into the bargaining unit shall within the first pay period from the date of signing a Teamster membership card become a member of Teamsters and pay the appropriate bi-weekly membership dues.

The Union shall, as soon as possible, notify the City if any member of the bargaining unit revokes a dues/fees authorization.

- D. Membership dues shall be deducted for employees covered by this Agreement who are members of the Union at the time of the execution of this Agreement, or who thereafter become members, subject to the above.
- E. Hold Harmless Clause: In consideration of the above noted services, the Union agrees to release, indemnify, and discharge the City from any liability or expenses whatsoever as a result of any action taken pursuant to the provisions of this Article.
- F. The City shall forward a monthly personnel report to the Union and assigned Business Agent, which will include any and all personnel actions (new hires, terminations, transfers, promotions, home address changes, etc.) within the Unit.

ARTICLE 28 – **RELEASE TIME FOR DESIGNATED UNION REPRESENTATIVES**

The City agrees to provide release time for up to fifteen (15) days per year for not more than three (3) designated Union Representatives to attend Union meetings. Union will assume all per diem expenses for said designated representatives.

ARTICLE 29 – **MAINTENANCE OF BENEFITS POLICIES AND PROCEDURES/GREEN FEES**

- A. Unless specifically changed or modified by this Memorandum of Understanding, or later amendments thereto, current and prevailing benefits existing from Prior agreements or understandings between the City of Needles and Union shall be maintained at the present levels.
- B. The parties agree that the green fees to the City golf course will be waived for employees and retirees of the City covered by this Agreement. However, waiver of the green fees does not apply to the \$1.00 surcharge per player per round for golf capital improvements,

such surcharge to be paid by employees and retirees. City employees' spouses, being entitled to play at the municipal golf course, shall be entitled to play at one-half (½) the price. In addition to the ½ price green fees, the employee's spouse shall also pay the \$1.00 surcharge per player per round for golf capital improvements.

ARTICLE 30 – SEVERABILITY AND LEGALITY OF CLAUSES

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the article, section or portions thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to meet and confer at the earliest possible moment concerning only those matters directly affected by the decision.

ARTICLE 31 – ASSIGNABILITY

During the period of this Agreement, it shall be binding upon and insure to, the benefit of the successors and assigns of the respective parties hereto.

ARTICLE 32 – UNIT MODIFICATION

- A. It is understood that this Memorandum of Understanding shall constitute a bar to any petition or request for decertification of the Union as the formally recognized employee organization in the General Employees Unit of representation at any time prior to the expiration date of this Memorandum of Understanding.
- B. In addition, no petitions for unit modification of the General Employees Unit will be accepted by the City without the express Agreement of the Union.
- C. The provisions of this Article shall not be applicable where precluded by law. The Union, its successors and assigns, shall indemnify, defend and hold harmless, the City including its agents and employees, for any expenses, losses, or damages incurred by the City, including its agents and employees, on account of the provision of this Article.
- D. City will post all new and vacant positions in-house first for a period of one (1) week prior to any outside advertisement. All current regular full-time employees, who are qualified, will be granted an interview.

ARTICLE 33 – GRIEVANCE PROCEDURE

- A. **Policy:** The City of Needles has established a grievance procedure. Grievances are defined as a controversy between the employer and the Union or employee(s) governed by the Agreement. Such controversy must pertain to any matter pertaining to terms and conditions of employment, interpretation, or violation of the provisions of this Agreement or interpretation of any Policies and Procedures of the City of Needles, excluding disciplinary actions. Employees of the City who pursue grievances according to the provisions of the City's Grievance Policy and Procedure shall be free of harassment by

fellow employees, supervisors and administration and shall in no way affect their present or future employment status.

- B. **Right to File Grievances:** Any regular employee has the right to file a grievance. The grievance procedure shall not be applicable to the appeal of disciplinary action. Disputes over the interpretation or application of Article 11(B) pertaining to paid sick leave are subject to final and binding arbitration under this article 33.
- C. **Process for Filing Grievances:** Grievances shall be processed in accordance with the procedure set forth below:
1. The grievance shall be presented in writing to the employee's immediate supervisor within ten (10) working days of the occurrence. The supervisor shall reply in writing within (10) working days thereafter.
 2. If the reply in Step 1 is not satisfactory, within ten (10) working days after such reply, the grievance shall be presented, in writing, to the employee's department manager. The department manager shall reply, in writing, to the grievance within ten (10) working days thereafter.
 3. If the employee is not satisfied with the reply in Step 2, within ten (10) working days thereafter, the written grievance may be presented to the City Manager. The City Manager shall, upon request, meet promptly with the employee or his or her designated representative during regular business hours to discuss the grievance, and shall reply, in writing, to the employee or representative within ten (10) working days after the filing of the written grievance with the City Manager. The parties agree to cooperate fully in investigating the facts surrounding the grievance, and also agree to produce all evidence necessary to substantiate their respective positions regarding any such grievances. Such exchange of information shall be between the City Manager and the employee or representative.
 4. If the grievance is not resolved in Step 3 within fifteen (15) working days after receipt of the Step 3 reply, the employee or representative may submit the written grievance to arbitration for an advisory decision. An impartial arbitrator shall be elected by alternately striking from a list provided by the California State Mediation and Conciliation Service. Within ten (10) working days after issuance of the arbitrator's decision, each party shall notify the other, in writing, of its acceptance of the arbitrator's decision each party shall notify the other, in writing, of its acceptance or rejection of the advisory ruling. A rejection by either party of the arbitrator's decision shall cause the grievance to be submitted to the City Council for determination. The matter shall be considered by the Council, with or without hearing, in the sole discretion of the Council, at any time convenient to the Council, within forty-five (45) days after issuance of the arbitrator's decision. The decision of the City Council shall be final and binding on both parties. Notwithstanding the foregoing, in grievances over the interpretation and application of Article 11(B) pertaining to sick leave, the arbitrator's decision shall

be final and binding on the parties, including the employee, and shall not be subject to appeal to the City Council.

- D. Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such time limits may be extended by mutual agreement of the parties. If the City's authorized representative fails to answer a grievance within the time specified in any step of the grievance procedure, the employee or representative shall have the right to appeal the grievance immediately to the next step of the grievance procedure. If an employee or representative fails to file a grievance within the specified time in any step in the grievance procedure, the grievance shall be deemed withdrawn, with prejudice, and any further steps under the procedure shall be considered voluntarily waived. It is further agreed that no employee shall be intimidated, coerced, or retrained as a result of proving evidence in any such grievance procedure, or for initiating or pursuing any such grievance.

ARTICLE 34 – DISCIPLINE PROCEDURES

DISCIPLINARY ACTION/APPEAL/RIGHT TO REPRESENTATION/SKELLY RULE

A. Written Notice of Intention:

An employee shall be informed in writing by the City Manager of the intent to take any adverse action, including but not limited to dismissal, rejection during probation, termination, or transfer between classes of an employee for medical reasons. The written notice shall include the following:

1. The reason for the intended adverse action.
2. A copy of the appropriate charges if any and materials upon which the intended action is based.
3. A statement that the employee has a right to respond either orally or in writing within ten calendar days from the date the employee is given the notice.

Following the employee's response or fifteen calendar days, whichever comes first, the employee shall be informed in writing by the City Manager as to his/her final decision.

B. Written Notice of Dismissal:

The City Manager shall give an advance written notice of dismissal which shall include the following:

1. The effective date of termination.
2. The reason for dismissal.

3. The employee's right to appeal the dismissal.
- C. Employees who, pursuant to the Needles City Charter and Chapter 15 of the Needles City Code, should be properly considered "Classified employees" shall be accorded the appeal to the Personnel Commission procedures as set forth in Chapter 15 for classified employees.
- D. **Right to Representation.** The U.S. Supreme Court decision in NLRB v. Weingarten, Inc. established an employee's right to have a union representative, or representative of their choice, present at a meeting that may, in his/her belief, result in disciplinary action. Although there is no current policy explaining this right, employees covered by this Agreement are entitled to and may exercise this right when the employee feels appropriate.
- E. The parties further agree that, to the extent that the above-described policies involve negotiable issues and provided that any of the above-described policies have not been reviewed, discussed, negotiated or otherwise ratified by the Union, the parties agree to meet and confer and/or negotiate such policies in good faith and to implement and add them to this Memorandum at the parties' earliest convenience.

ARTICLE 35 – APPROVAL BY CITY COUNCIL

- A. This Memorandum of Understanding is subject to approval by the City Council. The parties hereto agree, both jointly and separately, to urge the Council to approve and enforce this Agreement.
- B. Following approvals of this Memorandum of Understanding by the Council, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

ARTICLE 36 - COMPLETION OF NEGOTIATIONS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise provided herein, the City and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. If any other bargaining unit negotiates a provision which affects salary or benefits of its members, the City shall extend the same improvements to the members of the Union.

- C. Although the parties have agreed to continue to discuss certain subjects, it is their intent that this Agreement remain in effect until it is terminated in accordance with Article 1, above.

ARTICLE 37 – NEW EMPLOYEE ORIENTATION

The City of Needles shall notify Teamsters Local 1932 with at least 10 days' notice of a scheduled group new employee orientation.

Teamsters Local 1932 shall be permitted to meet with new bargaining unit employees during the New Employee Orientation for sixty (60) minutes paid time for sharing information with new bargaining unit employees. Information about the time and location of the Teamsters Local 1932 meeting shall be announced at the new employee orientation meeting.

In the even the City does not conduct an in-person new employee orientation, Teamsters Local 1932 shall have sixty (60) minutes of paid time to meet with the new bargaining unit employees at their worksite within fifteen (15) days of their start date to share information.

The City shall provide Teamsters Local 1932 with a list of all existing employees in the Bargaining unit, including contact information and worksite locations every 120 days.

ARTICLE 38 – COMPENSATION STUDY

Based on the Classification and Compensation Study timeline provided by Creative Management Solutions, the City agrees to meet and confer with the Union regarding impact to Teamster members and/or bargaining unit throughout Phase 4 and Phase 5.

CONTRACT EXECUTED

CITY OF NEEDLES

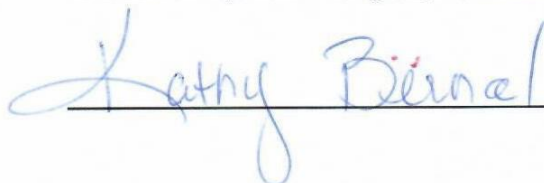


Rick Daniels, City Manager

TEAMSTERS LOCAL 1932



Natalie Harts, Business Agent/Staff Coordinator



SIDE LETTER OF AGREEMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEEDLES
AND
TEAMSTERS LOCAL 1932 UNION FOR THE GENERAL (CLASSIFIED) EMPLOYEES UNIT
(2021-2023)

This Side Letter of Agreement ("Side Letter") to the Memorandum of Understanding between the City of Needles ("City") and Teamsters Local 1932 Union for the General (Classified) Employees Unit ("Teamsters Local 1932"), effective July 1, 2021 through June 30, 2023 ("2021-2023 MOU"), is dated November __, 2022, and is entered into by and between the City and Teamsters Local 1932. The City and Teamsters Local 1932 are collectively referred to as the "parties."

RECITALS

1. On or about November __, 2022, the City and Teamsters initiated discussions about Teamsters' request to extend the 2021-2023 MOU and terms therefor.

2. After meeting and conferring in good faith to discuss the extension of the 2021-2023 MOU and the letter proposal received from Teamsters 1932 dated November 22, 2022 ("Teamsters' November 22nd Proposal"), City staff agreed to submit Teamsters' November 22, 2022 proposal to the City Council. A true and correct copy of Teamsters' November 22nd Proposal is attached hereto as Exhibit "1" and incorporated herein by this reference.

3. Pursuant to Teamsters' November 22nd Proposal, Teamsters 1932 is proposing to (1) extend the 2021-2023 MOU between the City and Teamsters Local 1932 for a period of a two-years and now ending on June 30, 2025, and (2) provide a two percent (2%) cost-of-living adjustment ("COLA"), effective July 1, 2023 and July 1, 2024.

4. After meeting and conferring in good faith regarding Teamsters November 22nd Proposal, the Parties agree, and the City Council authorizes: (1) the extension of the 2021-2023 MOU between the City and Teamsters Local 1932 for a period of a two-years and now ending on June 30, 2025, and (2) a two percent (2%) cost-of-living adjustment ("COLA") for the membership, effective July 1, 2023, and July 1, 2024.

The Parties agree as follows:

TERMS

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Side Letter of Agreement by this reference, as though set forth in full herein.

2. Meaning and Effect of Side Letter of Agreement. After meeting and conferring in good faith, the City, and the Teamsters Local 1932 desire to modify certain terms and conditions of the 2021-2023 MOU as set forth in this Side Letter of Agreement. The provisions of the 2021-2023 MOU otherwise remain in full force and effect.

3. Term. This Side Letter of Agreement shall extend the 2021-2023 MOU to the new expiration date of June 30, 2025.

4. **Salary Schedule.** The Parties agree to amend Article 3 of the 2021-2023 MOU to include:

- Effective July 1, 2023, the City shall implement a 2% wage increase for FY 2023-2024.
- Effective July 1, 2024, the City shall implement a 2% wage increase for FY 2024-2025.

5. **Effective Date.** This Side Letter of Agreement shall be in effect following execution by both Parties.


6. **Entire Agreement; Continuing Effect of 2021-2023 MOU.** It is understood and agreed that the specific provisions contained in this Side Letter of Agreement shall supersede any previous agreements, whether oral or written, regarding the matters contained herein. Additionally, except as amended by this Side Letter of Agreement, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees and in the 2021-2023 MOU, as amended by previous side letters, shall remain unchanged and in full force and effect.

7. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Side Letter of Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this of Side Letter of Agreement to be executed on the date first hereinabove written.

FOR THE CITY:

CITY OF NEEDLES


Rick Daniels, City Manager

FOR TEAMSTERS LOCAL 1932:

**TEAMSTERS LOCAL 1932 UNION FOR THE
GENERAL (CLASSIFIED) EMPLOYEES UNIT**


Natalie Harts, Staff Coordinator

ATTEST:


Dale Jones, City Clerk

APPROVED AS TO FORM:


John O. Pinkney, City Attorney



PRINTED FOR THE MEMBERS BY TEAMSTERS LOCAL 1932
433 NORTH SIERRA WAY, SAN BERNARDINO, CA 92410 – (909) 889-8377

“WEINGARTEN RIGHTS”

An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to ask for union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request union representation.