

**TEAMSTERS LOCAL 1932
MID-MANAGEMENT AND
PROFESSIONAL UNIT**



**MEMORANDUM OF
UNDERSTANDING**

July 1, 2021 – June 30, 2022

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ARTICLE 1 - PREAMBLE

1.1 - Parties. This Memorandum of Understanding (hereinafter "MOU") is entered into between The City of Banning, a municipal corporation (hereinafter "City") and Teamsters Local 1932 (hereinafter "Union"), a California nonprofit mutual benefit corporation and the recognized employee organization for the mid-management and professional unit of representation (the "Unit"), relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500-3510 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act.

1.2 - Employee Organization Recognition. The City continues to formally recognize the Union as the Exclusive Recognized Employee Organization representing employees in the Unit presently or hereafter employed by the City and eligible for inclusion in the Union. It is understood that this MOU shall constitute a bar to any petition or request for recognition of any unit which includes classifications of employees covered by this MOU or such petitions to represent such Unit members at any time during the initial term of this MOU. This provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 - MOU Term. Except as otherwise provided herein, this MOU between the City and the Teamsters relative to wages, hours, and other terms and conditions of employment shall be effective as of July 1, 2021 and shall remain in full force and effect until June 30, 2022 or until a successor MOU is adopted or impasse procedures are completed and the City Council approves unilateral implementation of its last, best and final offer, whichever occurs first.

1.4 - Unit Members. This MOU covers employees in the following classifications:

Assistant Civil Engineer	Power Resource & Revenue Administrator
Assistant Planner	Principal Civil Engineer
Assistant Director Water/Wastewater	Management Analyst
Associate Civil Engineer	Public Works Superintendent
Associate Electrical Engineer	Purchasing Manager
Associate Planner	Recreation Manager
City Engineer	Risk Management Analyst
Community Services Manager	Senior Electrical Engineer
Customer Service & Billing Manager	Senior Planner
Development Service Manager CBO	Senior Civil Engineer
Economic Development Manager	Streets/Parks Maintenance Manager
Electric Engineering Manager	Transit Manager
Electric Operations Manager	Utility Financial Analyst
Fleet Maintenance Manager	Water/Wastewater Superintendent
Planning Engineer	

ARTICLE 2- CONTINUATION OF RULES & POLICIES

2.1 - Governing Law. Subject to the terms of this MOU, all City Ordinances, Policies, Resolutions, Rules and Regulations, including the Personnel Rules and Regulations of the City of Banning, the Employer-Employee Relations Resolution; and the Administrative Policies of the City of Banning, or successor rules, shall remain in effect during the course of this MOU.

2.2 - Meet and Confer. The Union and the City agree to meet and confer during the term of this MOU over the adoption or revision of City Ordinances, Resolutions, Policies, Rules, Regulations, Administrative and/or Personnel Policies regarding mandatory subjects of negotiation pursuant to the Meyers-Milias-Brown Act, including but not limited to updating the City's Personnel Rules and the City's Employer- Employee Relations Resolution.

2.3 - Departmental Policies. The Union recognizes the right of the City to adopt new or revised departmental rules and regulations which are not in conflict with this MOU and which are not regarding mandatory subjects of negotiation. In adopting such new or revised departmental rules and regulations, the City shall receive and consider input, if any, submitted by Unit members. The process of making such input shall not delay the timely implementation of such rule. Such input shall generally be solicited as follows:

- (a) The City shall provide a draft of the proposed change to the President of the Union or his/her designee. At the time of providing the draft, a time shall be set to meet and confer on the proposed change. Such date shall be no less than twenty-five (25) and no more than thirty-five (35) calendar days following date of presentation of the draft.
- (b) Within twenty (20) days following date of presentation, the Union shall provide copies of its comments to the Administrative Services Director/Deputy City Manager or his/her designee in writing. Failure to provide written comments within the twenty (20) day time period shall be deemed to be acceptance of the proposal as presented and termination of the requirement for further meet and confer.
- (c) If agreement is not reached on the proposal at the first meeting, a second meeting shall be held within fifteen (15) days thereafter. If an agreement is not reached at the second meeting as to a matter which is not a mandatory subject of meet and confer, the City may proceed with the adoption of the policy without further meetings.
- (d) The time limits set forth herein may be modified by the written agreement of the parties.

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, marital status, sex (including pregnancy, childbirth and related medical conditions), age, sexual orientation, citizenship status or any other basis protected by applicable law, nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or activities on behalf of the Union.

3.2 - Union Membership. The Union will accept into membership all eligible persons of the bargaining unit without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth and related medical conditions), 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, Unit members shall have all rights which may be exercised in accordance with State law, and applicable ordinances, resolutions, rules and regulations. However, Unit members shall not have the right to file a grievance for violation of any such law, ordinance, or resolution, except as specifically set forth herein.

3.4 - Additional Employee Rights. Unit members 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 to 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 sections (a) and (b) above.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 - City Rights. The Union recognizes and agrees that 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; take all necessary actions to carry out its mission in emergencies; and, exercise complete control and discretion over its organization and work performance technology.

4.2 - Duty to Bargain Effects. 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.

ARTICLE 5- UNION DUES DEDUCTION

5.1 - Union is authorized to use payroll deductions for collecting employee organizational dues monthly.

5.2 - The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the 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.

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

5.4 - The Union shall have the sole and exclusive right to have membership dues and voluntary deductions deducted for employees covered under this Agreement, upon appropriate written authorization by such employees to the Union. Union shall advise the City in writing of the membership dues and voluntary deductions to be deducted for each member. Union shall notify the City in writing of any changes to employee deductions thirty (30) days prior to the effective date of such change. The Union shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a membership dues and voluntary deduction authorization.

5.5 Union shall notify the City in writing of any employee who hereinafter comes into the bargaining unit and who has provided appropriate written authorization to the Union. The City shall deduct the approved bi-weekly membership dues and voluntary deductions in the pay period following receiving written notification from the Union.

5.6 [Employees in these Units who are members of the Union may withdraw from the Union at any time by sending notice to the Union. Union shall immediately certify to the City to terminate dues and voluntary deductions for any such employees, consistent with applicable law.](#) An employee's deduction authorization shall automatically be canceled if the employee leaves the employ of the City or is transferred out of the Unit.

5.7 The aggregate amount of Union dues deductions by the City shall be transmitted

monthly to the Union. The City shall provide the Union with a list each month indicating the dues deducted from the pay of any Unit member and those Unit members for whom no deduction was made pursuant to the provisions of Sections 5.2, 5.3, and 5.6.

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

ARTICLE 6- UNION REPRESENTATIVES

Three (3) Unit members selected by the Union 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 providing adequate notice to their supervisor. Additional employees who are not on duty may participate at no additional cost to the City. 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.

ARTICLE 7 -BULLETIN BOARDS

7.1 - Authorized Postings. The City will furnish adequate bulletin board space where currently available. Only areas designated by the Human Resource Department may be used for posting notices. Bulletin boards may be used for the following notices:

- (a) Scheduled Union meetings, agenda and minutes.
- (b) Information on Union elections and election results.
- (c) Information regarding Union special, credit association, recreational, and related Bulletins.
- (d) Reports of official business of the Union including reports of committees or the board of directors.
- (e) MOU, pay scales, job announcements, promotion lists, etc.
- (f) Such other items as may be approved by the Human Resource Director upon request of the Union.

7.2 - 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 may be dated and signed by an authorized representative of the Union. The Union may give notices to Unit members through the use of the City mail system and/or the City computer e-mail system.

ARTICLE 8- MEMORANDUM OF UNDERSTANDING COPIES

After it has been executed by the parties, the City shall provide the Union with one (1) executed copy and one (1) electronic copy (PDF) of this MOU. Union shall be responsible for providing copies of this MOU to Unit members at Union's expense. City shall also provide a copy of the executed MOU to any Unit member hired or promoted into the Unit after the effective date of the MOU. The City may charge for any additional copies.

ARTICLE 9 • MEETINGS

9.1 - Items of Mutual Concern. Upon mutual agreement of both the City and the Union, 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.

9.2- Use of City Facilities. The Union 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 the Union from the Administrative Services Director/Deputy City Manager or his/her designee. The Union shall be held fully responsible for any damages to and security of any facility that is used by the Union.

9.3- Budget Oversight Committee. The City agrees to the creation of a Budget Oversight Committee, with the Union entitled to appoint one (1) member. Said Committee shall have an equal number of members appointed by the City's recognized Employee Union and the City. Said Committee shall be advisory only to the City Manager. City shall determine the necessity of meetings.

9.4- Subcontracting Work. The City shall notify the Union President of its intention to subcontract work performed by employees covered by this MOU no later than the date bids are requested for said contract work. The Union may comment on the proposed subcontracting and may request a meeting under Article 9 to discuss it or if applicable may ask for a meet and confer on the effects.

ARTICLE 10- HOURS OF WORK

The parties agree that the City has the right to return to its traditional five day work week eight hour work day (5/8) work schedule, maintain its current four day work week ten hour work day (4/10) work schedule, or implement a nine day every two work week eighty work week (9/80) work schedule for some or all Union 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 thirty calendar day notice of a change in work schedules. Union represented employees currently working alternative work schedules at the time of the Union's ratification of the deal points of this MOU who are required to return to working the traditional five day work week eight hour work day (5/8) work 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. The Union reserves the option to waive this thirty day notice period.

ARTICLE 11 - SALARIES, PERFORMANCE EVALUATIONS, RETIREMENT BENEFITS, AND EDUCATION INCENTIVE

11.1 - Salary Survey & Salary classifications.

- (a) The City will fund a salary survey by a professional consultant, that will commence in July 2016 and will establish negotiations with Teamsters for the 2017-2018 MOU.
- (b) The Salary Survey shall include the Cities listed below for each manager in the specified Divisions. At the conclusion of the Salary Survey, the high and low salaries will be disregarded and the mean salary for each position shall be determined as the salary to base negotiations on. In the event salary survey results are implemented from another bargaining unit in the City, the Mid-Manager Bargaining unit salary survey results will be implemented within 30 days. Both parties have the option to request a meeting and confer regarding the process of implementation.

General	Electric Utility	Water Utility	Wastewater Utility
La Quinta	Anaheim	Anaheim	Riverside
Coachella	Riverside	Azusa	Redlands
Palm Springs	Colton	Colton	Colton
Colton	Azusa	Riverside	Ontario
Azusa	Southern	Eastern	Chino
Corona	California	Municipal	Coachella Valley
Riverside	Edison	Water District	Eastern
	Pasadena	Redlands	Municipal
	Burbank		Water District

- (c) Unit classifications are assigned to salary ranges, as set forth below in accordance with the City's adopted Salary Table. Employees will be able to progress through the salary range as set forth in section 11.2.

<u>Classification</u>	<u>Salary Range</u>
Assistant Director Water/Wastewater	85
City Engineer	85
Electric Engineering Manager	85
Economic Development Manager	85
Electric Operations & Maintenance Manager	85
Power Resource & Revenue Administrator	85
Development Services Manager (Building Official)	84
Senior Civil Engineer	82
Senior Planner	79

Water/Wastewater Superintendent	78
Public Works Superintendent	78
Purchasing Manager	77
Associate Civil Engineer	76
Associate Electrical Engineer	76
Planning Engineer	76
Utility Financial Analyst	76
Fleet Maintenance Manager	75
Transit Manager	73
Customer Service & Billing Manager	71
Streets/Parks Maintenance Manager	70
Assistant Civil Engineer	68
Associate Planner	68
Community Services Manager	68
Management Analyst	68
Risk Management Analyst	64
Assistant Planner	63
Recreation Manager	62
Principal Civil Engineer	N/A
Senior Electrical Engineer	N/A

The City and the Union agree to meet and confer regarding the job description and salary range for the classification of Principal Civil Engineer at such time as the City desires to fund a position in that classification. The City reserves the right to fill the position with the current incumbent in the classification of Career Part-Time Associate Civil Engineer, or with any other qualified applicant, whichever best meets its needs at that time.

11.2 - Salaries, Performance Evaluations, Probationary Period & Assignment to Ranges.

Effective July 1, 2021, all unit members shall receive a cost of living (COLA) salary increase of five percent (5%) on the base pay rate as shown on the salary schedule provided herewith as Attachment A.

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 a minimum of 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 will continue to be evaluated using the 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 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.
- (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 (6) 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 Union 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.

11.3 - Probationary Period. Employee will pass probation at the end of the one year probation period upon satisfactory performance evaluation, or shall pass probation if employee's supervisor does not provide the performance evaluation by the due date of such. The probationary period for promotions will remain at six (6) months.

Probation Extension on an employees' 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 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.

The City agrees that as soon as practicable, job specifications will be reviewed to determine any necessary changes in minimum education requirements.

11.4 - California Public Employees Retirement System ("CalPERS") Formulas.

- (a) All Unit members hired prior to December 11, 2012 will 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" shall 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.)

11.5- Contributions to CalPERS.

- (a) Effective January 1, 2013, all miscellaneous new hires defined by CalPERS as "new members" pay their full employee member contribution rate towards their CalPERS retirement benefit per the Public Employee's Pension Reform Act of 2013 (rates vary per retirement formula).
- (b) Effective the first full pay period that included January 22, 2013, all Union represented employees began paying their full member contribution rate as well to their respective retirement plan with CalPERS and the City eliminated any and all Employer Paid Member Contributions.

11.6- FICA. – Unit members shall pay the employee's portion of the Federal Insurance Contributions Act ("FICA") tax and the City shall be responsible for payment of the employer's portion.

11.7 - Disability.

- (a) Each Unit member shall pay the cost of membership in the State Disability Insurance or other long term disability insurance selected by the City.
- (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 Human Resources Policy and the Family Leave Policy. An employee is prohibited from receiving more than 100% of salary in combined sick/vacation/comp time and the City mandated STD or LTD benefits.

11.8 - Direct Deposit. All Unit members shall be paid by direct deposit of their payroll check into an account of their choice, except those employees who either do not hold an account with a financial institution that offers direct deposit or who do not hold an

account of any type. It shall be the responsibility of the employee to establish and maintain such account. When separation from the City is caused by death, payment of all outstanding compensation, including Salary and all remaining Sick Leave, Vacation, Comp Time or Holiday Time accruals shall be paid into the employee's direct deposit account the same as regular payroll.

11.9 - Residency Credit. All Unit members who reside within City limits shall receive one \$150 per month per employee(s) discount against the cost of electric and water service during the period of such residence.

11.10 - Education Incentive. Unit members whose job specification does not require a bachelor's degree as a minimum requirement shall receive additional compensation of \$200.00 per month for a Bachelor's Degree; employees who possess a Bachelor's Degree and a job related certificate shall receive \$225.00 per month; employees who possess a Bachelor's Degree and a certification through a professional designation of official competency after taking a test or meeting established criteria by a universally recognized authority or association will receive \$250.00 per month; employees who possess a Master's Degree will receive \$275.00 per month; those employees who possess a Master's Degree and a certification through a professional designation of official competency after taking a test or meeting criteria established by a universally recognized authority of association shall receive \$300.00 per month.

ARTICLE 12- COMPENSATORY TIME, OVERTIME AND ON-CALL PAY

12.1- Exempt Employees.

Except as outlined in Article 12.8, the following listed Unit classifications shall not receive overtime pay:

- Assistant Director Water/Wastewater
- Associate Civil Engineer
- Associate Electrical Engineer
- City Engineer
- Civil Engineer
- Community Services Manager
- Customer Services & Billing Manager
- Development Services Manager (Building Official)
- Economic Development Manager
- Electric Operations & Maintenance Manager
- Fleet Maintenance Manager
- Management Analyst
- Parks/Streets Maintenance Manager

Planning Engineer
Public Works Superintendent
Power Resource & Revenue Administrator
Principal Civil Engineer
Public Works
Superintendent Purchasing
Recreation Manager
Senior Electrical Engineer
Senior Planner
Transit Manager
Utility Financial Analyst
Water/Wastewater Superintendent

12.2 - Non-Exempt Employees.

The following Unit members are entitled to receive overtime pay:

Assistant Planner
Associate Planner
Assistant Civil Engineer

12.3 - Compensated time off for Non-Exempt employees listed in Article 12.2:

- (a) Non-Exempt Unit members shall be paid for all overtime at the rate of time and one-half (1-1/2) for each hour worked, or they shall accrue compensatory time off hours at the rate of one and one-half hour (1-1/2) for each hour worked up to a maximum of two-hundred forty (240) hours.
- (b) Unit members may exercise the option to cash out a maximum of sixty (60) hours of compensatory time off per fiscal year.

12.4 - Hours Worked. For purposes of overtime calculation, "hours worked" for non-exempt Unit members shall include time spent in required court appearances as set forth in Article 14. All other hours paid for but not worked, including, but not limited to vacation, holiday, sick leave, on call time and compensatory time off shall not be counted as hours worked for overtime calculation.

12.5 - Non-Exempt Overtime. All work performed by Unit members listed in Article 12.2 in excess of forty (40) hours per week shall be paid at the rate of one and one half times (1-1/2) the employee's regular hourly base rate of pay, except for employees who choose to be compensated in additional compensatory time as outlined in Article 12.3. All overtime worked shall be authorized by a supervisor in advance of working overtime hours, if possible. Otherwise, the claim for overtime shall be subject to review by the Human Resource Director.

12.6- Non-Exempt On-Call Status. Only the employees listed in Article 12.2, the non

FLSA exempt Unit members, shall be entitled to additional compensation for on call status. Unit members required to remain in an on call status shall, at employee's option, receive an additional eight (8) hours of compensatory time or pay at his/her regular rate for each week for such duty plus and additional one (1) hour for any week in which a holiday occurs. Unit members shall be entitled to receive the pro rata equivalent for any partial week.

- (a) When required to respond, Unit members shall receive, at employee's option, a minimum of two (2) hours of compensatory time or pay at his/her regular rate for any time worked during the first one (1) hour and compensatory time or pay at time and one-half (1-1/2) for each hour worked thereafter.
- (b) For purposes of this Article, Unit members shall be deemed to be in on call status only when all of the following conditions are met:
 - (1) The appropriate Director has placed the employee in on call status by a notice in writing;
 - (2) 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,
 - (3) While on call the employee is prohibited from engaging in any activity which may interfere with the employee's ability to respond to an emergency call and immediately commence the required job performance.

12.7 - CTO Cash-Out. In the event a Unit member terminates his or her employment, the City shall "cash out" the employee's accrued compensatory time. The employee shall be compensated for all such compensatory time at his/her then current, straight time rate of pay.

12.8 - Contract Overtime for Non-Exempt Employees. In assessing costs against such other agency for work performed by Unit members, the City shall assess compensation for such employee at the rate of one and one-half (1-1/2) times the regular rate of compensation. Represented employees shall receive in compensation the greater of that received from the third party agency for the employee's services or such compensation as he/she shall be otherwise entitled to under law and this MOU.

12.9- Personal Leave. Unit members shall receive paid personal leave time accrued at a rate of 3.77 hours per pay period to compensate for time spent in excess of normal working hours in completing their responsibilities. This personal leave time shall be capped at a total of one hundred ninety-two (192) hours, at which time accrual shall cease until the unused balance of accrued time drops below the cap.

- (a) In the event a Unit member terminates his or her employment with the City, the employee shall be compensated for all accrued personal leave at his or her

ent rate of pay.

- (b) Unit members may exercise the option to cash out a maximum of sixty (60) personal leave hours per fiscal year from their active or unique personal leave bank.

ARTICLE 13 - ACTING PAY AND PROMOTION PAY

13.1 -Unit members temporarily assigned by management to fill a vacancy in a higher classification, when the vacancy is created by a departure, or when the incumbent is absent in excess of twenty (20) work days, shall be compensated from the first day working such assignment, and consecutive days worked thereafter, at the lowest pay range of the incumbent which is at least five percent (5%) above the acting employee's normal rate of compensation while working in the higher classification. The conditions of this subsection are a prerequisite to the receipt of any higher acting pay. At such time as an employee is no longer performing work out of his permanent classification, he/she shall be compensated at his/her regular rate of pay for his/her permanent classification.

13.2 - Unit members promoted to work in a higher classification shall be paid five percent (5%) more than the employee received in the lower classification.

13.3- Temporary assignments to perform work out of a Unit member's permanent classification shall be limited in duration to six (6) months in any one (1) year. A time extension to the temporary assignment beyond the initial six months may be made with the concurrence of the Union in writing.

ARTICLE 14 - PAY FOR JURY DUTY & COURT APPEARANCES

Any Unit member who shall be 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, but he/she may, however, use vacation leave, holiday leave, personal leave or compensatory leave for such absence.

ARTICLE 15 - SAFETY, EQUIPMENT, AND TRAINING

15.1 - The City will provide Unit members safety equipment in accordance with California State Law. Effective the first full pay period in January, 2013, and annually thereafter, the City shall provide a yearly boot/safety shoe allowance of two-hundred fifty dollars (\$250) to each employee who is required, by nature of his/her work to wear a specific type/style of shoe or boot. An approved shoe/boot is one which meets the minimum standards as determined by the department head. Departmental standards shall not be less than those which may be required by CAL/OSHA. Employees shall wear approved shoes/boots during working hours where required by work conditions.

15.2 - The City shall reimburse Unit members 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 appropriate supervisor 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 two-hundred dollars (\$200) per pair per year. Replacement for watches is limited to one-hundred dollars (\$100) per year. Replacement of items will be secondary to any applicable insurance.

15.3- A Joint Safety and Training Committee shall be continued.

- (a) Joint Safety and Training Committee. The Committee shall consist of an equal number of members appointed by the City and the Union. The Committee shall be advisory only. The Committee shall meet on a regular basis, but not less than once per quarter. The Union and City 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.
- (b) Reporting. Minutes of all Committee meetings shall be posted on Union bulletin boards, with copies to the Human Resource Department and to the President of the Union, within five (5) working days after the Committee meeting. Specific questions submitted either to the Committees or by the Committees to City Management will be responded to within a reasonable time and the answers posted on Union bulletin boards.
- (b) Findings. 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 – MILEAGE, MEALS AND OTHER REIMBURSEMENTS

16.1 - Effective July 1, 2008, the following listed Unit member classifications were provided with a two-hundred fifty dollars (\$250) per month vehicle allowance under this section. The City also provides employees with mileage reimbursements as provided in the Administrative Policy E-1 dated September 1, 2001, except that AP E-1 item C.4 was amended as follows: mileage for trips exceeding forty (40) miles round trip shall be reimbursable at the current IRS rate for total trip mileage that exceeds forty (40) miles, an employee may only request reimbursement for expenses equal to or greater than twenty dollars (\$20) and an employee must keep record of the mileage or aggregate from multiple trips to establish the twenty dollar (\$20) minimum.

- Associate Civil Engineer
- Associate Electrical Engineer
- Associate Planner
- Assistant Civil Engineer
- Assistant Planner
- Community Services Manager
- Customer Service & Billing Manager
- Economic Development Manager
- Management Analyst
- Planning Engineer
- Power Resource & Revenue Administrator
- Principal Civil Engineer
- Purchasing Manager
- Recreation Manager
- Senior Planner
- Senior Civil Engineer
- Utility Financial Analyst

16.2 - The following listed Unit member classifications shall be provided with a City Vehicle for performing City business and travel to and from work:

- Assistant Director Water/Wastewater
- City Engineer
- Development Services Manager (CBO)
- Electric Operations & Maintenance Manager
- Fleet Maintenance Manager
- Public Works Superintendent
- Public Utilities Superintendent
- Streets/Parks Maintenance Manager

In the event the City vehicle is unavailable, then the employee shall receive a vehicle allowance or mileage, consistent with City policy. The City is currently working on a new and updated Vehicle Policy and the parties agree to meet and confer on such policy even to the extent that it changes the benefits provided in this Article.

16.3 - All Unit members receiving such vehicle allowance shall name the City as an additional named insured on any policy of insurance providing coverage for the vehicle used by the employee for the purposes set forth herein. Proof of current insurance shall be available upon request.

16.4 - Unit members assigned a take home vehicle shall be reimbursed for use of their own vehicle for authorized City business at the rate set by the Internal Revenue Service.

16.5 - Unit members shall be reimbursed for meals as per the Administrative Policies of the City and in compliance with IRS rules, whichever is more current.

16.6 - The City shall bear the full cost of any fidelity or other bonds required of Unit members under any law or ordinance.

ARTICLE 17 - TUITION, AND PROFESSIONAL TRAINING AND TRAVEL

17.1 - Qualifications. Maximum reimbursement to all permanent employee Unit members shall be four thousand five hundred dollars (\$4,500) per fiscal year for tuition and required books related to classes qualified for tuition reimbursement. Tuition paid will be reimbursed for courses approved by the Department Head and taken in an accredited educational institution provided that:

- (a) 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.
- (b) The employee has received at least a competent proficiency rating on the last evaluation report.
- (c) The employee has furnished evidence that the course has been completed with at least a 'C' grade or "pass" grade, verified by Human Resources.

17.2 - Reimbursement.

- (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.

17.3 - Training. The City hereby agrees to pay, as outlined in Article 16, the travel and subsistence expenses of Unit members for professional and official travel, meetings, and occasions required to continue the professional development of Unit members and to adequately pursue necessary official and other functions of the City, including but not limited to annual state conference of the California League of Cities, and such other national, regional, state and local governmental groups provided it is budgeted in the annual operations budget. Time spent in City required and approved training or conferences, including 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. Reimbursement for meals, lodging or travel are subject to IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

17.4 – Tools. The City hereby agrees to finance at no interest the purchase of any job-related tools or equipment that serve the professional development of any Unit members over the term of this MOU. Such tools and equipment shall be approved in advance by the Human Resource Department. Repayment to the City by the Unit member shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2) years.

ARTICLE 18- SICK LEAVE

18.1 - Sick Leave Accrual. Unit members shall accrue three and sixty-nine hundredth (3.69) hours of sick leave per pay period. Sick leave shall accrue up to a cap of four hundred (400) hours. Leave banks can be utilized for time off or for conversions per provisions in the MOU.

18.2 - Use of Sick Leave. Sick leave shall be granted only where consistent with the City's Sick Leave policy (currently AP-01), except as otherwise provided in the Family Medical Leave Act and Pregnancy Leave policies of the City (currently AP-02).

18.3 - Sick Leave Buy Out. All sick leave shall hereafter accrue in a "Bank". Any Unit member may cash in the "Bank", to a maximum of ninety-six (96) hours, at straight time at the current rate of pay, but will not be allowed to cash out the "Bank" below eighty (80) hours. This request must be made no later than Nov. 1st of each year and the payment shall be made in the last check issued in November of each year.

- (a) Sick Leave Upon Separation. Upon separation, service retirement, disability retirement, or termination, a Unit member shall be eligible to receive a cash payment for accrued sick leave in the "Banks" in an amount equivalent to straight time, to a maximum of ninety-six (96) hours. After ten (10) years of continuous City service, all hours accrued in the "Bank," less the total hours cashed out in 18.3, shall be eligible for conversion to cash in an amount equivalent to thirty percent (30%) of such unused sick leave. 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. Such reimbursement to be computed based upon the employees' final compensation rate. (See AP-01.)
- (b) Sick Leave Conversion. Beginning with the eleventh (11) year of City service, Unit members may convert the value of the total amount of their

sick leave bank minus forty (40) hours to either Deferred Compensation or the Retiree Health Savings.

18.4 - Bereavement. All Unit members covered by this MOU are granted bereavement leave. In the event of the death of a member of their family, including 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 employee shall be allowed thirty (30) hours of bereavement leave for each death of a family member. In the event of the death of a spouse or multiple family deaths occurring within a twenty-four (24) hour period, the employee shall be allowed forty (40) hours of bereavement leave.

18.5 - Bereavement- Use of Leave Balances. In addition to the foregoing bereavement leave, the Unit member may also utilize up to twenty (20) hours from accrued sick leave, if there is a death of a family member and up to forty (40) hours from accrued sick leave in the event of the death of a spouse or multiple family deaths. If the employee has insufficient accumulated sick leave to exercise this option, then the employee may utilize accrued vacation, or compensated time off for the additional bereavement leave.

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

ARTICLE 19- VACATION AND HOLIDAY LEAVE

19.1 - Vacation Leave Accruals. Unit member vacation leave shall accrue in accordance with the following schedules:

- (a) One (1) through four (4) years of service:
Ten (10) eight (8) hour days per year = three and eight hundredth (3.08) hours per pay period
- (b) Beginning the fifth (5th) year through the ninth (9th) year:
fifteen (15) eight (8) hour days per year = four and sixty-two hundredth (4.62) hours per pay period
- (c) Beginning the tenth (10th) year & thereafter:
twenty (20) eight (8) hour days per year = six and fifteen hundredth (6.15) hours per pay period

19.2 – Maximum Vacation Leave Accrual. Vacation leave may be accrued to a maximum of three-hundred twenty (320) hours. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further vacation leave accruals until said 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.

19.3 - Vacation Leave Approval Required. Vacation leave may be taken with approval of the employee's supervisor, and as otherwise consistent with the policies of the City. Vacation leave may be taken at any time after six (6) months of City employment. Vacation leave

taken shall not be in excess of that actually accrued at the time such vacation leave is taken. Vacation leave 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 employee's supervisor.

19.4 - Vacation Leave Payment upon Termination. Any Unit member 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 or her employment, and has earned vacation leave to his/her credit, shall be paid for such vacation leave within one payroll period of the effective date of such termination.

19.5 - Vacation Payment In-Lieu. Unit members with greater than two-hundred fifty (250) hours of accrued vacation time may request a one-time cash out of fifty percent (50%) of the total available hours to be paid at their current pay rate. Unused vacation accrual in excess of eighty (80) hours may be paid off at the option of the employee up to a maximum of eighty (80) hours per fiscal year.

19.6 - Holiday Leave Accrual. The following holidays shall be granted to employees: 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 and New Year's Eve.

- (a) One (1) ten (10) hour floating holiday will be credited to Employee's Holiday Leave bank July 1st each 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.
- (b) Effective July 1st, 2013, all of a Unit member's existing holiday leave hours were moved to a new unique leave account bank. The cash value of any holiday leave hours in the unique leave account bank shall be equal to and, upon cash-out, remain at the employee's then current pay rate. Upon termination, for any reason, the employee shall be entitled to one-hundred percent (100%) of the unused holiday leave on the books then existing, including in the unique leave bank account.

19.7 - Holiday Leave Approval Required. Holiday leave (section 19.6 (a) and (b)) other than City recognized holidays (City Hall closed) must be approved a minimum of fourteen (14) days in advance of the first day of such leave. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the Unit member's supervisor.

19.8 - Holiday Leave Payment Upon Termination. Any Unit member, 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.

19.9 - Additional Holidays. If, during the term of this MOU, the City Council recognizes an additional Holiday for City employees, Unit members will be granted the holiday.

19.10 - 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 Unit member's current pay rate, all vacation, holiday and comp time leave banks in excess of three hundred (300) hours collectively. Employee will identify which leave balances will remain.

ARTICLE 20 - CAFETERIA PLAN

20.1 - City Contributions to 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 will be effective July 1, 2017 and will be paid as a six hundred (\$600) one-time lump sum payable in the first full pay period after adoption of the MOU for employees hired prior or by July 1, 2017; employees hired after July 1, 2017 will receive a prorated amount or the prorated portion must be paid back to the City if the employee terminates prior to June 30, 2018. 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 the 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 City's Human Resource Department.
- (b) The balance may be used for any of the following or any combination thereof:
 - 1. Health insurance for employee's spouse and/or dependents;
 - 2. Dental Insurance for employee, spouse and/or dependents;
 - 3. Eye care plan for employee, spouse and/or dependents;
 - 4. Deferred compensation programs;
 - 5. Eye care plan for employee, spouse and/or dependents; and
 - 6. 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.
- (d) The City will pay for life insurance in the amount of one-hundred fifty thousand dollars (\$150,000) and the Unit member will pay the taxes on the portion of the premium attributable to coverage above fifty thousand dollars (\$50,000).

20.2 – IRS 125 Flexible Spending Plan. During the term of this MOU, the City shall maintain an Internal Revenue Section 125 program which will allow Unit members 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 well as health and welfare insurance premiums, with the exception of disability insurance premiums.

20.3 - Eye Wear Reimbursement. The City will reimburse Unit members and/or their dependents a maximum of three-hundred dollars (\$300) per Unit member and/or Dependent for prescription eyewear every two (2) years from the date of last reimbursement.

ARTICLE 21 - LAYOFFS AND RE-EMPLOYMENT

21.1 - 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.

21.2 - Reasons for Layoff. 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.

21.3 - Notice of Layoff. Any layoff initiated under the provisions of this MOU can take place at any time during the year. The City shall notify the affected Unit members in writing at least sixty (60) calendar days prior to the employee's last day of work. The City reserves the right to pay the employee for such sixty (60) 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 appropriate Union representative. Any notice of layoff shall specify the reason for the layoff and effective date. The form, procedure and timing of such notice shall be subject to the established Grievance Procedure, provided however, that the City's decision to layoff is not subject to the Grievance Procedure. The date of layoff shall not be delayed by the pendency of a grievance.

21.4 - Order of Layoff. Any layoff shall be effective within classes determined by the City. The order of layoff shall be based on the City Manager's evaluation of critical position function and seniority measured as the length of uninterrupted service within the class as measured to the date of the layoff notice.

21.5 - 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

21.6 - Re-Employment Rights.

- (a) Any Unit member who has been given a written notice of layoff may compete for any open position for which he or she is qualified. The City will make reasonable efforts to notify the affected employee of any position that is open or any future position that is opening for the Unit member's consideration. The Human Resource Department shall receive and date the resume/application and set up testing for the Unit member who is qualified for that position. The Unit member shall compete with any other laid off employee who also qualifies for that position. A Unit member that has been laid off and is qualified shall compete for the position that has opened or that is opening prior to it being open to present employees or to the public.
- (b) Unit members who have been laid off or reduced in classification under the provisions of this Article shall be placed upon reemployment lists for a period of two (2) years, or until they are re-employed with the City, whichever occurs first. For purposes of this section, "reemployment" means any full-time employment with the City. Employees on a reemployment list shall have hiring preference for vacancies in their original classifications in order of their respective seniorities within those classifications, with the most senior employees having first preference. Employees on such reemployment lists shall also have preference over new hires in applying for vacancies in bargaining unit classifications other than those from which they were laid off, and according to the City's usual and customary hiring practices.
- (c) This Article shall be implemented consistent with the provisions of Administrative Policy AP-10.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 - FLSA Applicability. As to all Unit members, no discipline may be imposed except as consistent with FLSA rules for the applicable class of exempt employee.

22.2 - Grievable Matters. Any permanent employee in the Unit who has a grievance based upon his/her demotion, dismissal, reduction in pay, improper treatment, violation of the personnel ordinance or salary resolution, shall be entitled to have the matter reviewed through the following grievance procedure outlined in this Article. This right shall not extend to complaints concerning Performance Evaluation forms.

22.3 - Informal Step. An attempt shall be made to ascertain all facts and adjust such grievance on an informal basis between the Unit member and, if he/she desires, his/her representative, 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.

22.4 - Step One. If the grievance is not adjusted to the satisfaction of the Unit member under the procedures set forth in Sections 22.3 above, the employee or his/her representative may submit the grievance, in writing, to their department head, within fourteen (14) calendar days after the completion of the last step under paragraph 23.3 above. The department head and a representative of the Human Resources department shall meet with the employee and his/her representative if applicable, within fourteen (14) calendar days of receipt of such written grievance, and the department head shall deliver a decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

22.5 - Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedure set forth in Section 22.4 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 22.4 above of his/her intent to submit the matter to advisory arbitration. The procedures set forth below shall be followed.

- (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.
- (b) Within fourteen (14) calendar days of receipt of the list of arbitrators the City and the Union shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, the Union and the City shall take turns striking the names or arbitrators from the FMCS list until one (1) name remains. The Union shall strike the first name.

- (c) The parties shall contact the arbitrator to arrange for a mutually convenient time and date for the advisory arbitration hearing.
- (d) The cost of the arbitrator shall be split equally by the City and the Union.
- (e) All arbitration proceedings shall be recorded. The arbitrator shall be required to provide both parties with a decision and with written findings of fact in support of the decision. The arbitrator's decision shall be consistent with and supported by the substantive law.

22.6 - Step Three. Within seven (7) calendar days after the Union and City receive the advisory arbitrator's recommendation, either party may submit written argument whether the arbitrator's opinion should be accepted, rejected or modified. Within fourteen (14) calendar days after the seven (7) day period above has expired, the City Manager shall advise the Union and the department head whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be final and binding.

22.7 - Time Extensions. The above time limits may be changed by mutual agreement

ARTICLE 23 - SAVINGS 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 24 - COMPLETE AGREEMENT

Anything contained herein to the contrary notwithstanding, during the meeting and conferring resulting in this MOU, the City and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Meyers-Milias-Brown Act imposes an obligation to meet and confer. Except as specifically set forth elsewhere in this MOU, the City expressly waives its right to require the Union meet and confer, and the Union expressly waives its right to require the City to meet and confer, over all matters as to which the Meyers-Milias-Brown Act imposes an obligation to meet and confer, whether or not: (a) such matters are specifically referred to in this MOU; (b) such matters were discussed between the City and the Union during the negotiations which resulted in this MOU; (c) such matters were within the contemplation of or knowledge of the City or the Union at the time this MOU was negotiated and executed. This MOU contains the entire understanding, undertaking, and agreement of the City and the Union, after exercise of the right and opportunity referred to in the first sentence of this Article, and finally determines all matters of meeting and conferring for its term. Changes

in this MOU, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the City and the Union.

ARTICLE 25 - RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and the Union regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Union 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 this MOU as a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the Banning City Council.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THEIR SIGNATURES TO BE AFFIXED THIS ___ DAY OF _____, 2022.

Teamsters Local, 1932

Date: _____, 2022

By:

Doug Martinez, Business Agent

Brandon Robinson, Employee Representative

Jason Smith, Employee Representative

Carla Young, Employee Representative

CITY OF BANNING REPRESENTATIVES

Date: _____, 2022

By:

Doug Schulze, City Manager

Art Vela, Public Works Director

Cherie Johnson, Human Resources Manager

Suzanne Cook, Finance Director

Tom Miller, Electric Utility Director

Attest:

By: _____

City Clerk