

CITY OF PALMDALE & TEAMSTERS LOCAL 911  
NEGOTIATIONS 2017

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We the undersigned, duly appointed representatives of the City of Palmdale ("City") and of the California Teamsters Local 911 ("Union"), a recognized employee organization, having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, have reached an Agreement which is to be submitted to the City Council of the City of Palmdale for approval, jointly prepare and execute, the following written Memorandum of Understanding ("MOU" or "Agreement").

## **ARTICLE I: GENERAL PROVISIONS**

### **Section 1.01 Parties to the Memorandum of Understanding**

This MOU is entered into by and between the City and the Union.

### **Section 1.02 Recognition**

California Teamsters Public, Professional & Medical Employees Union Local 911 is hereby acknowledged by the City of Palmdale as the certified, exclusive and recognized employee organization representing employees working in the City's Maintenance Division in the following classifications, consistent with Public Employment Relations Board (PERB) Decision No. 2203-M and 2203a-M:

All regular full-time, regular part-time and probationary employees in the Maintenance Division of the Department of Public Works (DPW) in the classifications of Custodian I and II, Lead Custodian, Maintenance Worker I and II, Maintenance Lead Worker, Maintenance Specialist, Senior Maintenance Specialist, Equipment Operator, Heavy Equipment Operator, Street Sweeper Operator, and Landscape Inspector.

A. **Unit Modification.** The parties have agreed to the following during the term of this contract:

1. **Sewer Maintenance:** The parties will jointly conduct one secret ballot election to determine if the employees in the Sewer Maintenance Division (Sr. Collection System Operator, Collection System Operator II, and Collection System Operator I) desire to be represented. The secret ballot will contain the following three choices: (1) no Union representation; (2) representation by Teamsters 911; and (3) representation by another labor organization. If at least 30% of the employees participating in the secret ballot election indicate that they desire to be represented by Teamsters 911, then the Sewer Maintenance classification will be included in the bargaining unit. For purposes of this provision, the 30% threshold shall be rounded up to include the next "full person". For example, if seven employees cast ballots, 30% is 2.1 people. So the next "full person" is 3, and 3 employees would have to vote in favor.
2. **Traffic Signal & Streetlight Technician:** The City intends to create the following new classifications, "Traffic Signal & Streetlight Technician I, Traffic Signal & Streetlight Technician II, and Senior Traffic Signal & Streetlight

Technician". After all the positions in these new combined positions are filled, the parties will jointly conduct one secret ballot election to determine if the employees in the Traffic Signal & Streetlight Technician positions desire to be represented. The secret ballot will contain the following three choices: (1) no Union representation; (2) representation by Teamsters 911; and (3) representation by another labor organization. If at least 30% of the employees participating in the secret ballot election indicate that they desire to be represented by Teamsters 911, then the Traffic Signal & Streetlight Technician classifications will be included in the bargaining unit. For purposes of this provision, the 30% threshold shall be rounded up to include the next "full person". For example, if seven employees cast ballots, 30% is 2.1 people. So the next "full person" is 3, and 3 employees would have to vote in favor.

3. If any election results in a modification of the bargaining unit, the City and the Union will enter into a side letter of agreement amending this section 1.02 of the MOU.
4. ~~The parties agree that, regardless of the result, only one secret ballot election can be held during the term of this Agreement for the Sewer Maintenance and Traffic Signal & Streetlight Technician groups identified above.~~
5. This entire subsection A will sunset on June 30, 2021.

**B. Elimination of Custodian Classification by Attrition:** The parties agree that the classification of Custodian will be contracted out by attrition. When a position in the Custodian classification becomes vacant for any reason, the City will contract out that position, and the position will be eliminated from the bargaining unit. The parties agree in advance that City modification of the scope of services to be performed by the contractor and City modification of the scope of services to be performed by any and all remaining employees in the Custodian classification will not be subject to further meet and confer or bargaining processes. The Union has agreed to this contracting out by attrition. The City will advise the Union in writing when a position in the Custodian classification becomes vacant, but the Union agrees that it has waived any right to negotiate over the contracting out of that position. If the contracting out of a vacant Custodian position will cause any significant impact on the wages, hours, or working conditions of the employees in the Custodian classification, the City will so advise the Union, and the Union may request to meet and confer over the impact. However, the right to meet and confer over the impact shall in no way be interpreted as a right to meet and confer over the decision to contract out the vacant Custodian position and remove it from the bargaining unit, or to delay the contracting out of that vacant Custodian position. The City agrees not to contract out a position in the Custodian classification that is filled. The City retains its right to remove an employee for disciplinary reasons as set forth in this MOU and the City's Human Resources Rules and Regulations, and to fill the vacancy created as outlined above.

**Section 1.03 Purpose**

The parties agree that the purpose of this MOU is to promote and provide harmonious relations, cooperation and understanding between the City of Palmdale and the employees covered herein; to provide an orderly and equitable means of resolving differences which may arise under this MOU, and to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by the Union. Except as specifically amended by this Memorandum, the City's Human Resources Rules and Regulations remain in full force and effect.

**Section 1.04 Term of Agreement**

This Agreement shall be effective as of July 1, 2017 and shall remain in full force and effect until June 30, 2021. The parties will notify each other of a desire to modify or terminate this Agreement no later than December 31, 2020. Negotiations will be scheduled promptly following any such notification.

**Section 1.05 Waiver of Bargaining During Term of this Agreement**

Except where required by the terms of this MOU, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

**Section 1.06 Management Rights Reserved**

The City retains the exclusive right to manage and direct City services, the performance thereof, and the work force performing such services as defined in Section 18-1 Management Rights in the City's Human Resources Rules, which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law. The exercise by the City through its Council and management representatives of its management rights shall not in any way, directly or indirectly, be subject to the grievance procedure.

The City has the express right:

1. To determine the standards and levels of services to be rendered, operations to be performed, uses of technology and equipment, means and methods of operations, overall fiscal matters including, but not limited to, the right to contract or subcontract any work, services or operations of any agency or department;

2. To determine the policy of all departments and agencies of the City including the right to manage and direct the affairs of all agencies and departments in all respects;
3. To hire, promote, transfer, assign and retain employees and to suspend, demote, reduce in pay, dismiss or take disciplinary action against employees of the City;
4. To direct and manage the employees of all City agencies and departments;
5. To determine the appropriate job classifications, organizational structure and level of personnel by which the operations of all City agencies and departments are conducted;
6. To determine the mission of its constituent departments, commissions, boards and issues of public policy;
7. To set standards and levels of service;
8. To establish and enforce dress and grooming standards;
9. To layoff, reduce in force and relieve employees from duties, because of lack of work or funds, because conditions where continued work would be ineffective or inefficient in terms of the use of resources to meet public needs or for any other legitimate reason;
10. To maintain the efficiency of governmental operations;
11. To determine the methods, means and numbers of kinds of personnel by which City operations are to be conducted;
12. To determine the size and composition of all departments and to establish work schedules and assignments;
13. To take whatever actions may be necessary to carry out the mission of the City agencies and departments;
14. To establish and promulgate rules and regulations, policies and procedures relating to productivity, efficiency, conduct and safety, as well as policies and procedures designed to comply with applicable jurisdiction and legislative enactments;
15. To determine the content and intent of job classifications;
16. To determine methods of financing;
17. To determine style and/or types of City issued apparel, equipment or technology to be used;

18. To determine and/or change the facilities, methods, technology, means, organization structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
19. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operations of the City;
20. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
21. To establish and modify productivity and performance programs and standards;
22. To conduct investigations into workplace and employee conduct in any manner deemed reasonably appropriate;
23. To reprimand employees or to withhold salary and benefits or otherwise discipline employees in accordance with applicable law;
24. To place an employee on administrative leave with or without pay at any time and at the sole discretion of the appointing authority;
25. To establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith, and to take all necessary actions to carry out its mission in emergencies;
26. To exercise complete control and discretion over its organization and the technology of performing its work; and
27. To establish reasonable work and safety rules and regulations in order to maintain the efficiency of City services.

#### **Section 1.07 Peaceful Performance of City Services**

It is mutually understood and agreed that participation by any employee in a strike or a concerted work stoppage terminates the employment relationship in the absence of specific written waiver of such termination by an authorized management official.

- A. It is further understood and agreed that none of the parties hereto will participate in or encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, illegal picketing or any other illegal form of interference with or limitation of the peaceful performance of City services.
- B. In the event that there occurs any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, illegal picketing or any other illegal form of

interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions, may by action of the City Manager, upon twenty-four (24) hours-notice, prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations.

- C. The protection of the public health, safety and welfare demands that neither the employee organization, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walk-out, sit-down, slow-down, stoppage of work, illegal picketing, retarding of work, abnormal absenteeism, withholding of services, or any other illegal interference with the normal work routine. The provisions of this article shall apply for the same term as this Agreement, or during any renewal or extension thereof. Violation of any provision of this MOU by either party shall be cause to terminate this Agreement, in addition to whatever other remedies may be available under the law or in equity.
- D. The City agrees that there shall be no general lock-out of bargaining unit members during the term of this Agreement, or during any renewal or extension thereof. Both parties agree to exercise good faith in complying with all the terms and conditions of this MOU.

#### **Section 1.08 Validity of Memorandum of Understanding**

If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to, in good faith, negotiate for the purpose of replacing any such invalid or illegal provision.

Should any change be made in any Federal or State law, or in any rules and regulations implementing such legislation, or in any City Charter provision which would be applicable and contrary to any provision herein contained, then such provision of this MOU shall be automatically terminated, but the remainder of this MOU shall remain in full force and effect. Such legislation and/or rules and regulations shall supersede this MOU and applicable clauses shall be substituted for those ruled invalid or illegal. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

#### **Section 1.09 Captions for Convenience**

The captions herein are for convenience only and are not a part of the MOU and do not in any way limit, define, or amplify the terms and provisions hereof.

#### **Section 1.10 Non-Discrimination/Harassment and Equal Employment**

The Union and the City agree to adhere to the workplace policies set forth in the City's Human Resources Rules and Regulations regarding anti-discrimination and anti-

harassment as well as applicable Federal and State anti-discrimination and equal employment opportunity laws.

Employees shall not be subject to intimidation, retaliation, coercion, or discrimination for exercising their legitimate rights under these policies.

**Section 1.11 Definitions**

- A. **Appointing Authority:** The City Manager or his or her designee. The appointing authority may delegate all duties, responsibilities, powers and authority granted him or her by this Agreement, the City's Human Resources Rules and the administrative instructions, policies, regulations, procedures or orders promulgated pursuant to the City's Human Resources Rules.
- B. **Benefited Part-Time Employee:** An employee who has successfully completed the probationary period established for the position, who is employed for an indefinite period of time and who is regularly scheduled to work at least twenty (20) hours per week but less than thirty-two (32) hours per week. May also be referred to as "Regular Part-Time Employee." Part-time employees may not be entitled to all benefits that full-time employees receive. In the event that any part-time employees are hired into a position represented by the Union, their benefits will be provided for under City policy.
- C. **Business Day:** The City's regular hours of operation are Monday through Thursday, 7:30 a.m. – 6:00 p.m.
- D. **City:** The City of Palmdale.
- E. **Compensatory Time:** Time off from work in lieu of monetary payment for overtime work. (Commonly referred to as CTO)
- F. **Day:** Calendar day unless otherwise specified.
- G. **Disciplinary Action:** The dismissal, involuntary demotion, reduction in pay, or disciplinary suspension of a full-time or benefited part-time employee for violation of this MOU, or in any of the City's rules, administrative instructions, regulations or procedures.
- H. **Employee:** A member of the City of Palmdale Maintenance bargaining unit.
- I. **Full-Time Employee:** An employee (as defined above) who has successfully completed the probationary period established for the position, who is employed for an indefinite period of time and who is regularly scheduled to work at least thirty-two (32) hours each workweek.
- J. **Furlough:** The week between Christmas and New Year's Day is an unpaid furlough, with the exception Christmas Eve, Christmas Day, New Year's Eve and New Year's Day which are paid City holidays . Employees have the option of

using their accrued leave (except sick time) in lieu of going without pay during the furlough.

- K. **Grievance:** A charge filed by an employee that a provision of this MOU has been violated.
- L. **Hours Worked:** Hours during which an employee is performing his or her job duties as directed by the City.
- M. **Immediate Family:** The employee's spouse/registered domestic partner and the parent, stepparent, child, grandparent, grandchild, sibling, or guardian of the employee, or of the employee's spouse/registered domestic partner. It also includes any other relative residing with the employee.
- N. **Nonexempt Employees:** Employees who are entitled to receive overtime compensation as provided by federal law, and these rules.
- O. **Overtime Work:** Assigned and authorized work performed by a nonexempt employee in excess of forty (40) hours worked in the workweek.
- P. **Probationary Employee:** All original and promotional appointments shall be tentative and subject to a probationary period of six (6) months. The appointing authority may extend the probationary period one time up to six months. During the probationary period, an employee's employment may be rejected at any time by the appointing authority without cause or notice and without the right of appeal.
- Q. **Rules:** The Human Resources Rules and Regulations of the City of Palmdale.
- R. **Termination of Employment:** The cessation of an employee's employment with the City as the result of a layoff, resignation, dismissal, rejection during probation or other reason.
- S. **Union:** California Teamsters Local 911
- T. **Workday:** The scheduled number of hours an employee is required to work per day.
- U. **Workweek:** The seven-day period designated for the purpose of calculating overtime for nonexempt employees as follows: for those employees on a four/ten schedule, and for those employees whose schedule is the traditional five days a week, the workweek begins at 12:00 a.m. Monday and ends at 11:59 p.m. on Sunday; for those employees on a 9/80 schedule, the workweek begins at 12:00 p.m. on Friday and ends at 11:59 a.m. on the next Friday.

**Section 1.12 Payments at Separation**

When employees covered herein leave the service of the City, they shall be paid for all accrued vacation, compensatory time and floating holiday time. No claim shall be made against the City for the use or payoff of unused sick leave nor shall the effective date of termination be extended for any reason or purpose. The payment of accrued paid leaves shall be paid according to the City's Pay Schedule based on the employee's separation date.

**ARTICLE II: COMPENSATION**

**Section 2.01 Wages**

Effective the first day of the first full pay period following July 1, 2017, employees will receive a 2% wage increase (increase to base salary), and the resulting salary ranges for the classes covered by this MOU are listed in Exhibit A.

Effective the first day of the first full pay period following July 1, 2018, employees will receive a 2% wage increase (increase to base salary).

Effective the first day of the first full pay period following July 1, 2019, employees will receive a 2% wage increase (increase to base salary).

Effective the first day of the first full pay period following July 1, 2020, employees will receive a 2% wage increase (increase to base salary)

During the term of this Agreement, if the City approves a salary increase that is greater than 2% for unrepresented employees in the classified service, employees in the classes covered by this MOU will receive the same additional salary increase on the same effective date. For example, if unrepresented classified service employees receive a 2.3% increase effective August 4, 2018, employees in the classes covered by this MOU will receive an additional 0.3% increase effective August 4, 2018.

Employees will receive a one-time payment of \$700, which will not be reported to CalPERS, in the first full pay period of August 2017.

The parties are currently engaged in a classification study, which may also include a compensation study. The details of this process is memorialized in Exhibit B to this MOU.

**Section 2.02 Overtime**

A full-time nonexempt employee's normal workweek shall be forty (40) hours. The schedule of work shall be established and may be modified by the appointing authority. A nonexempt employee may be required to perform service in excess of 40 hours in a workweek. A non-exempt employee will not work overtime without supervisory approval.

Whenever a nonexempt employee works in excess of forty (40) hours in a workweek, the employee will be compensated for such overtime work at the rate of one and one-half (1 1/2) times the hours worked. With the exception of holidays, overtime compensation shall be based on hours worked, not hours paid. If accrued banked time is used during the work week, overtime compensation will be calculated at the straight time rate. Holidays will be included in the calculation of "hours worked" for purposes of overtime calculations. For purposes of including holidays, the day the City observes the holiday will be considered, and not the date of the actual holiday.

### **Section 2.03 Working Out of Classification**

With the approval of the Human Resources Manager, the Director may assign regular employees to a higher level classification in the case of unusual extended leaves and/or vacancies of 15 consecutive calendar days or more as a professional growth and developmental opportunity. The employee must meet the minimum qualifications to hold the higher position in order to qualify for an out-of-class assignment. The assignment may last for a maximum of six consecutive months. The Human Resources Manager may approve extending the length of an Out-of-Class assignment. The Director must present requests for an Out-of-Class assignment to the Human Resources Manager in advance and receive approval from the Human Resources Manager before the employee is appointed to a higher level classification.

Employees appointed to an Out-of-Class assignment will be compensated with either a 5% increase or at Step A of the assigned classification, whichever is greater. Benefit levels will remain unchanged for the duration of the Out-of-Class assignment. Compensation changes will be effective with the first day of the third week of the Out-of-Class assignment and continue through the end of the assignment.

### **Section 2.04 Compensatory Time Off (CTO)**

Compensation earned for overtime hours worked may be granted in either compensatory time-off (CTO) or in overtime pay at the option of the employee. Compensatory time shall accrue at the rate it was earned (time and a half or straight time), to a maximum amount of 120 hours.

Once an employee has accumulated 120 hours of compensatory time, the employee shall be paid cash for all additional overtime worked until the compensatory time accumulated falls below 120 hours.

An employee may use CTO with the prior approval of the employee's department head, or the department head's designee, with due regard to the employee's wishes and the needs of the department. The City may deny a CTO request or postpone an employee's CTO depending on the needs of the City. The CTO request will not be unreasonably denied.

Terminated employees shall be paid accrued compensatory time. Compensatory time may be used before the effective date of a layoff, retirement, resignation or termination.

If an employee's sick leave has been depleted, accumulated compensatory time may be used for sick leave purposes at the discretion of the appointing authority.

Employees are not required to exhaust CTO before using other paid leaves of absence.

## **Section 2.05 Duty Phone / Standby / Callback Policy**

### **A. Establishment of Extreme Weather Conditions Task Force**

The parties have agreed to establish an "Extreme Weather Conditions Task Force," which is intended to be used on an as-needed basis when extreme weather conditions make it likely that employees will be needed to be on standby on a larger scale than is typical.

### **B. Duty Phone and Standby Policy**

Management, including appropriate consultation with Senior or Leads, will determine qualifications for designation as an employee authorized to serve in a Duty Phone or Standby capacity. Management will assign one Duty Phone assignment in Street section, one Standby assignment in Facilities section, and one Standby assignment in Landscape section.

#### **1. Participation**

Participation in Duty Phone and Standby assignments will be on a voluntary basis, except as provided below.

#### **2. Mandatory Duty Phone and Standby Assignments**

When voluntary participation in Duty Phone or Standby assignments fails to sufficiently meet staffing requirements, mandatory assignments will be made on a rotational basis among employees authorized to perform Duty Phone or Standby assignments.

### **C. Duty Phone and Standby Term of Duty**

1. Qualified employees will be scheduled for a minimum seven-day tour of Duty Phone or Standby duty.
2. Duty Phone and Standby assignments will be rotated such that no employee serves more than two consecutive seven-day Duty Phone or Standby assignments without approval of management.
3. Employees must be available to respond to calls during all assigned Duty Phone or Standby hours, except in situations as noted in Section E, Substitution for Standby Duty.

4. Duty Phone and Standby duty begins with the regular work schedule starting time on Tuesday and ends at the start of the regular workday seven days later.
5. Normal workweek Duty Phone and Standby hours are from the end of the regular workday until the beginning of the regular business hours of the following day.
6. Duty Phone and Standby duty hours for Saturday, Sunday and City-designated holidays begin at the conclusion of the previous workday and continue to the beginning of the next regular business hours of the scheduled workday.

**D. Duty Phone and Standby Lists**

Management shall determine in their discretion, which employees are eligible to be assigned to Duty Phone and Standby duty lists. Management may remove employees from the Standby list if the employee is no longer available or qualified (i.e., medical condition that would keep the employee from performing their required duties; relocation outside of the reporting area; loss of required certification, etc.) to be assigned to Standby duty or upon the request of the employee (in the case of voluntary Standby duty).

Management will maintain Duty Phone and Standby lists of employees qualified to serve on Duty Phone or Standby duty. Separate lists will be maintained for each operational section requiring Duty Phone or Standby response as determined by management, and at a minimum, lists will be maintained for Streets, Facilities, and Landscape.

Employees placed on the Duty Phone or Standby list must meet the following requirements:

1. Employee must be available to respond to the site of an emergency callback immediately.
2. Employees in a standby status will reside within a 30-minute response time to the city limits of the City of Palmdale; all response time travel shall be within designated speed limits. Exceptions to the travel time criterion will be considered on a case-by-case basis and require the approval of management.
3. Qualified, regular (completed probation) employees are eligible for the Duty Phone or Standby list in their respective section.

**E. Substitutions for Duty Phone or Standby Duty**

1. An employee wishing to exchange Duty Phone or Standby duty weeks is responsible for obtaining coverage for the week that duty is assigned and

requesting approval in advance of the start of the Duty Phone or Standby week. Except in the case of illness or other emergency circumstance in which an employee cannot finish his/her assigned duty, any change or substitution to the Duty Phone or Standby list must be made for an entire week of duty.

2. Notification of substitutions must be made to the Section Manager within a reasonable time before the tour of Duty Phone or Standby duty is served. Substitutes must be fully qualified to fulfill Duty Phone or Standby duty.
3. Employees assigned Duty Phone or Standby duty are responsible for obtaining qualified relief in the event they are unable to fulfill their assigned duty. If unable to obtain relief, the original Duty Phone or Standby assignee must serve the assigned duty.
4. In case of illness or other emergency circumstance in which an employee cannot finish his/her assigned duty, the employee on Duty Phone or Standby duty shall contact the Section Manager, who has the responsibility to assign an employee to provide coverage for the duty. Where feasible, the Section Manager will contact the next person on the Duty Phone or Standby list.

**F. Duty Phone and Standby Compensation**

Duty Phone and Standby compensation will be paid on the basis of a seven-day Duty Phone or Standby assignment.

1. Two (2) hours at the employee's regular hourly rate of pay per day Monday through Thursday and four (4) hours at the employee's regular hourly rate of pay on Friday, Saturday, Sunday and City recognized holidays when City Hall is closed; per seven-day period assigned to Duty Phone or Standby status.
2. Duty Phone or Standby compensation will be paid on the first full pay period following the end of a tour of Duty Phone or Standby duty.
3. In the event of a substitution for Duty Phone or Standby duty, the employee substituting will be compensated on an hour-for-hour basis of Duty Phone or Standby duty served. The employee who was unable to complete the entire week of duty will have his/her Duty Phone or Standby compensation prorated.

**G. Procedural Requirements**

**1. Duty Phone**

- a. Only Streets personnel will be eligible for the Duty Phone assignment.
- b. The employee assigned to Duty Phone shall be provided with a City-issued Duty Phone, and the employee is expected to keep the Duty Phone charged and with him/her at all times during Duty Phone assignment.

- c. The Duty Phone is designated as the after-hours phone that will initially answer all after-hours calls.
- d. If the call is for a Streets-related call, the employee assigned to Duty Phone will either respond to the call accordingly or contact the appropriate personnel to respond to the call. If the call is for a Landscape- or Facilities-related call, the employee assigned to Duty Phone will contact the employee designated on Standby in the appropriate section for response.
- e. The employee assigned to Duty Phone will respond to all Streets callouts in an appropriate City uniform and equipped with proper safety equipment.
- f. If additional personnel are needed for the callout incident, the employee assigned to Duty Phone shall be responsible for contacting appropriate additional personnel.
- g. The employee assigned to Duty Phone should record each call received as hours worked. If the call necessitates a return to the work site, then the compensation procedures for call back will supersede this provision.
- h. The employee assigned to Duty Phone is also responsible for contacting appropriate management employees, in his/her discretion. The Streets Manager may impose additional procedures that are not inconsistent with these procedures, such as designation of situations when the notification to a manager is mandatory.
- i. An employee assigned to Duty Phone shall be free to utilize his/her time as desired, but must refrain from activities which might impair the employee's ability to perform assigned duties, including, but not limited to, drinking alcohol.

## 2. **Standby**

- a. Only Landscape and Facilities employees are eligible for the Standby assignment.
- b. The employee assigned to Standby will carry a designated phone with them at all times while on Standby duty and answer all calls relayed to them by the Duty Phone personnel related to their respective section. The employee assigned to Standby is expected to keep the phone charged and with him/her at all times during Standby assignment.
- c. The employee assigned to Standby will respond to all callouts related to their section in an appropriate City uniform and equipped with proper safety equipment.

- d. If additional personnel are needed for the callout incident in the respective section, the employee assigned to Standby shall be responsible for contacting appropriate additional personnel. The Landscape or Facilities Manager may impose additional procedures that are not inconsistent with these procedures, such as designation of situations when the notification to a manager is mandatory.
- e. The employee assigned to Standby should record each call received as hours worked. If the call necessitates a return to the work site, then the compensation procedures for call back will supersede this provision.
- f. The employee assigned to Standby shall be free to utilize his/her time as desired, but must refrain from activities which might impair the employee's ability to perform assigned duties, including, but not limited to, drinking alcohol.

#### H. **Vehicle Availability**

- 1. The City will provide a fully equipped vehicle for use by Duty Phone and Standby personnel; the Duty Phone and Standby assignee will ensure that the vehicle is fully equipped for possible standby calls at the conclusion of the normal work assignment. The Duty Phone and Standby duty employee will be allowed a reasonable period of time to ensure that the Duty Phone or Standby vehicle is fully equipped for Duty Phone or Standby duty.
- 2. ***Designation and Usage of City Vehicles for Duty Phone and Standby Duty:***
  - a. There is a designated vehicle for the employee assigned to Duty Phone to use while on Duty Phone assignment. The employees assigned to Standby duty are permitted to use their assigned daily vehicle during their period of Standby, and the employee is authorized to take his/her assigned daily vehicle home during the period he/she is assigned to standby.
  - b. Duty Phone and Standby vehicles will be designated with a "24 Hour Response Vehicle" designation at all times while the vehicle is being used in a Duty Phone or Standby status.
  - c. City Vehicle usage will be consistent with existing City of Palmdale vehicle use requirements.
  - d. Duty Phone and Standby personnel may use the vehicle for personal use and will notify their manager thereof; non-City personnel are not authorized to use or ride as a passenger in the City vehicle.

- e. Personal items or equipment may only be transported in the City Vehicle if they do not hinder the effective use of the vehicle and its equipment for Duty Phone or Standby responses.

**I. Callback Premium Pay**

1. All employees may be called back to work. The specific section Standby employee shall be the first to be contacted by Duty Phone personnel for call back in Facilities and Landscape, and the Duty Phone employee is the first employee to be called back to Streets. When additional personnel is needed, the employee(s) assigned to an appropriate standby list shall be the first to be called back. Other employees should only be called back if the standby employee(s) does not possess the technical abilities needed to respond to the call back, or if additional resources are needed. An employee not on standby is not obligated to return to work, except in an emergency situation. No employee should return to work if he/she is under the influence.
2. When an employee is released from work following a normal shift, leaves the work site, and is called to return to duty, the employee shall receive a minimum premium time/pay that is equal to two hours of the employee's base hourly rate or the actual time worked at the rate of one and one-half (1 1/2) times the hours worked, whichever is greater. When subsequent callouts take place within the initial two-hour callback period, the callbacks shall be considered inclusive of the original callback for minimum compensation purposes. Employees will be paid for all hours worked.
3. Callback compensation will be paid portal-to-portal for each applicable individual callback instance.
4. When required to respond to a trouble call through telephone action, personnel will be compensated for telephone time in fifteen-minute increments at the rate of one and one-half (1 1/2) times the hours worked. Telephone response will be documented on a Duty Phone or Standby trouble-call report.

**Section 2.06 Certification and License Stipend**

- A. **Eligibility:** An employee will be eligible to receive a stipend under this Section 2.06 if the following requirements are met:
1. The employee is in a position represented by the Union.
  2. The employee holds one or more of the following approved licenses/certifications: Commercial Driver License; ISA Certified Arborist; Utilities Spl; Certified Landscape Irrigation Auditor; Certified Water Conservation Manager; QAC and QAL Pesticide Applicator; ASE Technician;

Certified Playground Inspector; IMSA I, II, III; IMSA Traffic Control Markings; IMSA Work Zone Safety; or Maxi-Com Central Control

3. The above license/certification is not a minimum qualification or requirement of the employee's position (a license/certification that is "preferred" for the employee's position meets the eligibility requirements of this Section).
4. The City benefits from the employee holding the license/certification, as determined by the Superintendent and Human Resources Manager. Employees are not guaranteed eligibility for the stipend simply by possessing a license or certification listed in Section A.2.
5. The employee's eligibility for a stipend under this section is determined based on the employee's current position. If the employee begins a new position, his/her eligibility for a stipend will be reevaluated based on the minimum qualifications for the new position.

B. **Stipend:** If the employee meets all of the above requirements, he/she may receive the following stipends, which will be reported to CalPERS:

1. \$25/month if an employee holds one of the above-listed licenses/certifications
2. \$40/month if an employee holds more than one of the above-listed licenses/certifications

**ARTICLE III: SUPPLEMENTAL BENEFITS**

**Section 3.01 Health Insurance Programs**

Health care is provided to employees, including probationary employees. Employee's coverage is effective on the first of the month following 31 days of active employment.

A. **Medical Insurance**

Since 2015, employees have not had to contribute towards any increases in health insurance costs, and the costs have been fully absorbed by the City.

**Wellness Plan Participation - Self-Insured Rate - 2017**

HRA Plan	Employee Paid	HRA Contribution	Wellness Credit
Employee Only	\$0	\$1,000 annually	\$1,200 annually
Employee + 1	\$0	\$2,000 annually	\$1,500 annually
Family	\$0	\$2,000 annually	n/a
<b>PPO Plan</b>			
Employee Only	\$50	n/a	n/a
Employee + 1	\$100	n/a	n/a
Family	\$250	n/a	n/a

**Non-Wellness Plan Participation - Self-Insured Rate - 2017**

<b>HRA Plan</b>	<b>Employee Paid</b>	<b>HRA Contribution</b>
Employee Only	\$0	\$1,000 annually
Employee + 1	\$35	\$2,000 annually
Family	\$160	\$2,000 annually
<b>PPO Plan</b>		
Employee Only	\$100	n/a
Employee + 1	\$280	n/a
Family	\$400	n/a

**Kaiser – HRA**

<b>Kaiser HRA</b>	<b>Employee Paid</b>	<b>HRA Contribution</b>
Employee Only	\$100	\$1,000 annually
Employee + 1	\$150	\$2,000 annually
Family	\$300	\$2,000 annually

**Kaiser – HMO**

<b>Kaiser HMO</b>	<b>Employee Paid</b>
Employee Only	\$250
Employee + 1	\$500
Family	\$750

In 2018, any premium increases for the City self-insured plan will be split 50 / 50 by the City and employees.

In 2019, any premium increases for the City self-insured plan will be split 50 / 50 by the City and employees.

In 2020, any premium increase for the City self-insured plan will be split 50 / 50 by the City and employees.

In 2021, any premium increase for the City self-insured plan will be split 50 / 50 by the City and employees.

The Employee Paid portion of monthly Kaiser premiums will be capped at the following:

	2018	2019	2020
Kaiser HRA			
EE Only	\$100.00	\$100.00	\$100.00
EE + 1	\$150.00	\$150.00	\$150.00
Family	\$300.00	\$300.00	\$300.00
Kaiser HMO			
EE Only	\$250.00	\$250.00	\$250.00
EE + 1	\$500.00	\$500.00	\$500.00
Family	\$750.00	\$750.00	\$750.00

The employee contribution to health care premiums will be deducted from the employee's paycheck bi-monthly (50% on the first paycheck of the month, the remaining 50% on the second paycheck).

**B. Opt-Out Benefit**

Employees who waive health coverage and provide proof of coverage receive \$50 monthly. Employees who opt out of health coverage are required to provide proof of coverage during each open enrollment period.

**C. Dental and Vision Insurance**

The City will provide dental and vision insurance at no cost for the employee. The employee will be required to contribute \$26 per month toward the cost of dependent(s) through a payroll deduction.

**D. HRA Plans**

Employees enrolled in the City HRA plan (both Wellness and Non-Wellness) or the Kaiser HRA plan receive the following City paid contributions:

- employee only: \$1,000 annually in the HRA account
- employee + 1: \$2,000 annually in the HRA account
- family: \$2,000 annually in the HRA account

The funds in the HRA account roll over each year with the following maximum limits:

- employee only: \$4,000
- employee + 1: \$8,000
- family: \$12,000

If an employee opts out of the HRA plan during open enrollment, or for any other reason, their HRA account balance is forfeited and does not roll over for future use at any time.

**E. City HRA Wellness Credit Plan**

Depending on unit member's enrollment status, eligible employees enrolled in the City HRA Wellness plan also receive the following City paid contributions:

- employee only: \$100 monthly
- employee + 1: \$125 monthly

The Wellness Credit is a "use it or lose it" plan and the money must be used within the calendar year or it reverts back to the City.

Funds in unit member's HRA Account and/or Wellness Credit account may be used for any eligible expenses.

**F. Future Discussion of Cost Containment**

On or after June 1st of each year, upon giving a thirty (30) day notice, either party may request to enter into discussions to review premium rates and options for cost containment.

The City and the Union agree to work jointly to identify and recommend potential cost-savings measures to reduce future premium increases. It is understood that the City has the sole authority to determine the benefits that will be provided.

**Section 3.02 Retirement**

**A. Summary of Benefits**

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS). An employee may be eligible for one of three benefit tiers pursuant to the City's contract with CalPERS. Information provided here is a summary of the benefits that are fully set forth in the City's contract with CalPERS, and in the case of a conflict, the contract with CalPERS will control.

	<b>Tier 1 Hired on or before 4/10/11</b>	<b>Tier 2 Hired between 4/11/11 and 12/31/12</b>	<b>Tier 3 Hired on or after 1/1/13</b>
Formula	2.7% @ age 55	2% @ age 60	2% @ age 62
Current Employee Contribution	8%	7%	6.25%

**B. Employee Retirement Contribution**

Employees hired on or before April 10, 2011

The total Employee Contribution is currently 8%, and is paid entirely by the employee. The employee does not receive any EPMC.

Employees hired between April 11, 2011 and December 31, 2012

The total Employee Contribution is currently 7%, and is paid entirely by the employee. The employee does not receive any EPMC.

Employees hired on or after January 1, 2013

The total Employee Contribution, currently 6.25%, and is paid entirely by the employee. The employee does not receive any EPMC.

**C. Optional Benefits**

The City agrees to continue providing the additional optional benefits through CalPERS:

	<b>Tier 1 Hired on or before 4/10/11</b>	<b>Tier 2 Hired between 4/11/11 and 12/31/12</b>	<b>Tier 3 Hired on or after 1/1/13</b>
Credit For Unused Sick Leave	Yes	Yes	Yes
Final Compensation	12 months	12 months	36 months
Military Service	Yes	Yes	Yes
2 Years Additional Service Credit	Yes	Yes	Yes
3 <sup>rd</sup> Level 1959 Survivors Benefits	Yes	Yes	Yes

**Section 3.03 Deferred Compensation**

Employees may participate in the City's deferred compensation plan.

Participation is on a voluntary basis and all contributions shall continue to be employee paid for the term of the agreement. Participation is subject to the rules of the plan.

**Section 3.04 Boot/Uniform Allowance**

The City will provide pants, shirts, and laundry service to bargaining unit members in the fleet maintenance section and the two designated vac-con operator's.

All other full time employees are provided five new uniform shirts on an annual basis.

Uniforms for employees in the Custodial and Facilities divisions are reportable to PERS as special compensation. Uniforms in fleet maintenance, streets, and parks are excluded from being reportable because they are for personal health and safety (CCR 571).

The compensation rate for FY 2017/18 is below.

<b>Uniform</b>	<b>Cost</b>
Short Sleeve– Regular	\$18.74
Short Sleeve – Extra Large	\$20.24
Long Sleeve – Regular	\$18.74
Long Sleeve – Extra Large	\$20.24
Patch Embroidery (per shirt)	\$8.00

The City will adjust the costs reported to PERS if there are any changes during the course of this agreement subject to the meet and confer process.

Employees are required to wear safety work boots. The City will provide an annual allowance of \$200 for work boots and \$125 for pants. The allowance for pants is reportable as special compensation to PERS for Classic Members. These payments shall be made through the Payroll Division, and shall be paid out evenly in each pay period.

**Section 3.05 Training and Development**

Attendance at professional meetings, seminars and conferences concerned with the promotion of municipal interest and the advancement of professional capabilities will be paid by the City when:

- The appropriate authority has granted specific approval.
- Adequate funds are available in the current year's operating budget.
- Receipts are provided as specified within the Administrative Instruction.

City travel policies are outlined in Administrative Instruction No. 6.

**Section 3.06 Long Term Disability Insurance**

The City agrees to maintain a long term disability insurance plan for full time employees at no cost to the employee. The maximum monthly benefit is 60% of salary up to \$6,000 per month. Employees are eligible for long term disability after 30 calendar days or the exhaustion of their sick leave, whichever is greater. The City reserves its right to determine the provider of long term disability insurance.

**Section 3.07 Short Term Disability Insurance**

The City agrees to provide employees with a short term disability insurance plan for full-time employees at no cost to the employee. The City will establish this plan during the term of this Agreement. The City reserves its right to determine the provider of the short term disability insurance and the benefits provided by the insurance, provided there is no cost to the employee.

**Section 3.08 Term Life Insurance**

The City shall provide and pay the full monthly premium for a term life insurance plan for full time employees covered herein in an amount equal to \$50,000. Employees may purchase additional insurance at the employee's cost where the carrier permits. The City reserves the right to determine the provider of life insurance coverage.

**Section 3.09 Tool Allowance**

The City will provide Maintenance Specialists who perform mechanic duties and who are required to provide some of their own tools with an annual tool allowance of \$500. This allowance will be paid out evenly in each pay period. This allowance is not reportable to CalPERS.

**ARTICLE IV: LEAVES OF ABSENCE**

**Section 4.01 Holidays**

Pursuant to Section 10-1 of the Human Resources Rules and Regulations, the following holidays shall be observed by the City with respect to all employees of the City:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. César Chavez Day (floating holiday)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day (floating holiday)
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Eve
13. Christmas Day
14. New Year's Eve

The dates on which each of the foregoing holidays is observed shall be determined by the City.

If any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as a holiday.

All holidays will be paid based on the employees' regular work schedule. An employee on an unpaid leave of absence is not eligible for holiday pay.

An employee eligible for floating holidays may use accumulated floating holidays at any time during employment upon department head approval. The City will keep a record of floating holiday use, accrual and accumulation. If an employee terminates his or her

employment with the City and has accumulated floating holidays, he or she shall be paid for the accumulated floating holidays. For eligible employees, a floating holiday shall be equivalent to the number of hours an employee is regularly scheduled to work during a workday. There is no limit on the number of floating holidays an employee may accumulate.

In addition to receiving their base rate of pay, an employee who is scheduled to work on a City holiday (other than floating holidays) shall receive 1.5 hours of holiday pay for every hour worked on a City observed holiday, in accordance with Section 2.04 Compensatory Time Off (CTO).

**Section 4.02 Annual Vacation Leave Accrual**

All full-time employees hired on or before August 1, 2012 shall be entitled to paid vacation leave as follows:

	<b>Accrual Rate</b>
at beginning of benefited status	80 hours per year earned at a rate of 3.07 hours per pay period
at beginning of 5th year of employment	120 hours per year earned at a rate of 4.61 hours per pay period
at beginning of 10th year of employment	160 hours per year earned at a rate of 6.15 hours per pay period

Individuals who become full-time employees after August 1, 2012 shall be entitled to paid vacation leave as follows:

	<b>Accrual Rate</b>
at beginning of benefited status	80 hours per year earned at a rate of 3.07 hours per pay period
at beginning of 5th year of employment	100 hours per year earned at a rate of 3.84 hours per pay period
at beginning of 10th year of employment	120 hours per year earned at a rate of 4.61 hours per pay period

Vacation leave will accrue on a pay period basis based on hours worked or when an employee is in paid status. Regardless of an employee's hire date, the accrual will begin on the date the employee becomes full-time. Employees are not eligible to use vacation leave until it has been accrued. Vacation leave may be accumulated up to a maximum of 240 hours.

Once this maximum amount is accumulated, the employee will cease accruing any additional paid vacation. An employee resumes accruing vacation after taking a vacation and thereby reducing the amount accumulated below the maximum.

An employee may take vacation leave with the prior approval of the employee's department head, or the department head's designee, with due regard to the employee's wishes and the needs of the department. The City may deny a vacation

request or postpone an employee's vacation request depending on the business needs of the City. The vacation requests will not be unreasonably denied.

Terminated employees shall be paid all accrued vacation leave.

If there is a holiday during vacation or other time off with pay, an employee will receive holiday pay and such time will not be charged to the employee's vacation or other paid time off.

Vacation benefits are not earned during the unpaid portion of a leave of absence, except as otherwise required by state or federal law.

#### **Section 4.03 Accrued Leave Buy Back**

Twice each fiscal year, as of the first pay period in April and November, a full-time employee who has a combined total of 280 hours in their vacation, compensatory time and floating holiday accrued banks may convert 40 or more hours of compensatory time to cash. If an employee does not have a full 40 hours of accrued compensatory time, he or she may convert the difference from his or her vacation or floating holiday bank if necessary in order to participate in the buyback program. An employee may then also convert vacation time and floating holiday leave to cash. In no event can an employee use this conversion to reduce his or her combined accrued leave balance (excluding sick leave) below 240 hours.

#### **Section 4.04 Sick Leave**

Sick leave shall be used by an employee who is incapacitated by illness, injury or public health requirements. Sick leave shall be used when an employee takes time off from work for a doctor's appointment. In addition, an employee may use sick leave for the following reasons:

1. Diagnosis, care, or treatment of an existing health condition of the employee or his or her family member. For the purposes of paid sick leave, family member includes the unit member's spouse/registered domestic partner and the parent, stepparent, child, grandparent, grandchild, sibling, or guardian of the employee, or of the employee's spouse/registered domestic partner. It also includes any other relative residing with the employee;
2. Preventative care for the employee or the employee's family member;
3. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking).

When the need for sick leave is foreseeable, an employee must personally give the employee's supervisor as much advance notice as possible of the need to take sick leave. When the need for sick leave is not foreseeable, and except as otherwise required by law, an employee must personally give their supervisor notice of the need to take sick leave immediately and, unless impossible, such notice shall be given before

the start of the employee's scheduled work day and prior to the start of each additional work day thereafter that the employee is absent. If it is impossible for the employee to notify his or her supervisor, the employee must notify his or her department head. In addition, all absences shall be reported in accordance with departmental rules.

If an employee is absent for five (5) or more days due to illness, injury or public health requirement, a doctor's verification of the illness and a release certifying the employee's ability to return to work is required. Sick leave pay may be withheld if the City does not receive satisfactory verification. For absences less than 5 days in those circumstances where excessive use of sick leave is taking place, the City reserves the right to request verification for any absence due to illness or disability from a licensed health care provider. Failure to furnish a health care provider's verification when requested or required to do so, including failing to provide the verification in a timely manner, may result in the denial or delay of the use of leave, the denial or delay of the use of paid leave, or discipline, up to and including termination. Paid sick leave shall not be considered as a compensatory benefit for which an employee may use at his or her discretion.

~~Sick leave shall be used to care for immediate family members and others as required by law when members of the employee's immediate family are sick and require the immediate attention of the employee including taking them to doctor appointments.~~

Employees earn paid sick leave based on hours worked or hours paid (e.g., when an employee is on paid leave). Employees earn sick leave at the rate of eight (8) hours per month. Paid sick leave is not earned (i.e., does not accrue) during unpaid leaves of absence, except as otherwise required by state or federal law.

Employees hired on or before August 1, 2012 may accumulate sick leave without a limit. Individuals who become full-time employees on or after August 2, 2012 may accumulate a maximum of 800 hours of sick leave.

Employees are not eligible to use sick leave until it has been accrued. Sick leave may only be used in increments of fifteen minutes unless smaller increments are permitted by law. Sick leave must be reported on appropriate forms.

An employee who returns to work for the City within one year of separation of service will be credited with up to 24 hours of sick leave. If the employee separated with less than 24 hours of accrued sick leave, then he/she will be credited with the number of hours he/she had accrued at the time of separation.

#### **Section 4.05 Sick Leave Buy Back**

Accumulated sick leave is not paid to employees upon termination of employment.

An employee who has not used more than forty (40) hours of sick leave during the twelve months immediately preceding the last day of the last pay period in September of

each year may be entitled to convert a portion of accumulated sick leave to an equal amount of vacation time or pay, based on the following formulas:

<b>SICK LEAVE HOURS USED</b>	<b>MAXIMUM CONVERTIBLE HOURS</b>
24 or less	32
More than 24, but not more than 40	24

In order to be entitled to convert sick leave to vacation time or pay, an employee must have accumulated more than 192 hours of sick leave (more than 2 year's accrual) before the conversion, and the employee's sick leave accumulation must be at least 192 hours after the conversion.

An employee whose employment with the City terminates or is terminated before the last day of the last pay period in September is not eligible to convert sick leave including on a prorated basis.

**Section 4.06 Jury Duty**

Employees who have received a summons for jury duty during their normal working hours shall be deemed on duty and shall receive their regular pay for up to a maximum of ten (10) calendar days of jury service. An employee who volunteers for jury duty, or who serves on a grand jury, will not be paid for that time by the City.

If an employee is required to serve on jury duty, the employee must notify his or her supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. An employee must present a verification from the court clerk of having served on jury duty in order to qualify for pay. Employees will be expected to report or return to work for the remainder of their work schedule on any day they are dismissed from jury duty. Employees who are scheduled to work a night shift assignment are not required to report or return to work on a day they report to jury duty. Employees working the night shift should contact Human Resources for specific assistance in coordinating jury duty with their schedule.

Because the furlough is not part of the normal working hours, employees are not paid for jury duty during the furlough.

**Section 4.07 Bereavement Leave**

Bereavement leave may be granted when the employee's absence from work is necessitated by the death of a member of the employee's Immediate Family.

The employee shall receive up to three (3) days of regular pay for bereavement. An employee may request additional time off, which will then come from the employee's accumulated leave bank.

## ARTICLE V: EMPLOYER/EMPLOYEE RELATIONS

### Section 5.01 Agency Shop Agreement

#### A. Authority

The City of Palmdale ("City") and Teamsters Local 911 Bargaining Unit ("Union") mutually understand and agree that in accordance with applicable State of California law, and the Agency Shop election held on May 14, 2015, a majority of the employees in classifications represented by the Union voted to be covered by an Agency Shop agreement. As a result of the Agency Shop election, as a condition of continued employment, this Agency Shop Agreement ("Agreement") hereby requires that all bargaining unit employees:

1. Elect to join the Union and pay Union Dues; or,
2. Pay an Agency Fee for representation; or
3. Establish a Religious Exemption.

#### B. Union Dues/Agency Fee Collection

Effective May 1, 2015, the Finance Division shall deduct Union Dues, Agency Fees or Religious Exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Human Resources Division.

No deduction of dues or service fees shall be made during any pay period in which an employee's earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during less than an entire pay period and whose earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee, no deduction shall be made from future earnings to cover the pay period.

The Union shall notify the City of any employee who has filed an objection with the union and who elects to only pay fair share fees, the fee equal to direct representation costs as determined by the Union's certified financial report. The Union shall notify the City of the amount of the fair share fee to be deducted from the agency fee objector's paycheck.

#### C. New Hire Notification

All newly hired employees in classifications represented by the Union shall be informed by Human Resources, at the time of hire that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this agreement, the Memorandum of Understanding and a form, mutually developed between the City and the Union that outlines the employee's choices under the Agency Shop agreement. The

employee shall be provided 30 calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Human Resources Division.

Within seven business days of each new hire of an employee in a classification represented by the Union, the City shall notify the Union, providing the Union the employee's name, classification, wage rate and date of hire. As set forth in Section 5.06 of this Agreement, the Union may request to meet with new hires at a time and place mutually agreed upon between the Department Director and the Union.

**D. Failure to Pay Dues/Fees**

Except as otherwise provided herein, should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form within 30 calendar days, the Union shall notify the City, requesting the employee be terminated from employment for failure to make an election.

**E. Religious Exemption**

An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

In lieu of Union Dues or Agency Fee, the employee claiming a Religious Exemption shall be required to pay a fee equal to the Agency Fee, and those fees shall be remitted by the City, at the choice of the employee, to one of the following non-labor, non-religious charitable organizations:

1. Red Cross
2. Goodwill
3. United Way
4. Fallen Heroes Veteran Outreach

To request exemption, the employee must submit a signed declaration affirming membership in such religion, body, or sect, along with any supporting documentation in the form of a letter signed by a representative of the religious organization, body or sect, to the Principal Officer of Teamsters Local 911.

**F. Records**

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually upon request, to the City, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

**G. Rescission of Agreement**

The Agency Shop Agreement may be rescinded at any time during the term of the Memorandum of Understanding, by a majority vote of all the employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least 30% of the employees in the unit. The election shall be by secret ballot and conducted by the California State Mediation and Conciliation and in accordance with State law.

**H. Indemnification**

The Union shall indemnify, defend and hold the City harmless from any liability arising in any forum, whether judicial, administrative, or otherwise, from any claims, demands, or other action relating to the City's compliance with any obligations imposed under this Agreement, including, but not limited to, deduction of membership dues, agency fees, and charitable donations; religious exemption from payment of agency fees, and the Union's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge in any forum relating to the City's compliance with this Agreement, and the Union agrees to pay any attorney, arbitrator or court fees related thereto, as well as reasonable cost of preparation time by City management.

**I. Reasonable Notice**

Reasonable written notice as defined in Section 3504.5 California Government Code shall be given on all matters requiring such notice under said Section. The Union agrees to notify the City in writing of all individuals who are authorized to receive notice on behalf of the Union, and to update the City immediately upon any changes.

**Section 5.02 Bargaining Unit Lists**

Once a year, on request from the Union, the City shall give to the Union one (1) copy of the list of employees in the bargaining unit together with their most current addresses as they appear on the records of the City. The Union shall retain such information in a confidential manner, and only the business representative will receive the information, and disclose it only to those officials of the Union whose duties require them to have access to such information.

**Section 5.03 Union Business**

The Union shall have an aggregate total of 120 hours per fiscal year of leave with pay available to its stewards for purposes of attending seminars or conferences relevant to employee-employer relations, grievance representation and other Union business.

Hours not used at the end of any fiscal year may not be used in the next fiscal year and are lost to the Union.

The Union shall provide reasonable advanced written notice to the Maintenance Superintendent, or the designee of the Maintenance Superintendent, specifying the dates and hours of leave requested and the personnel involved. Such leave shall not be unreasonably denied. The leave described in this section does not include the time granted to Union representatives to meet and confer with City representatives on matters related to wages, hours and other terms and conditions of employment. Meet and confer time shall be compensated on a straight time basis. Meetings outside of regular scheduled working hours shall not be compensated.

#### **Section 5.04 Grievance Procedure**

A grievance shall be defined as a controversy, as defined herein, between the City and the Union or an employee or employees covered by this MOU and/or Human Resources Rules and Regulations. Such controversy must pertain to any matter involving the interpretation or application of any provision of this MOU and/or Human Resources Rules and Regulations. This section does not apply to reviews of evaluation and matters of discipline.

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below:

##### **A. Step One (Informal):**

An employee's grievance must be submitted to the first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) business days after the event giving rise to the grievance, or fifteen (15) calendar days after the date that he/she should have been reasonably expected to have had knowledge of the grievance. The supervisor or management representative will give an answer to the employee by the end of the tenth (10) calendar days following the presentation of the grievance and the giving of such answer will terminate Step 1.

##### **B. Step Two:**

If the grievance is not settled at Step 1, the employee may elect to proceed to Step 2 by reducing the grievance to writing. The written grievance shall fully state the facts surrounding the grievance and detail the specific provision of this MOU and/or Human Resources Rules and Regulations alleged to have been violated, signed and dated by the employee and presented to the department head or his/her designee within ten (10) calendar days after termination of Step 1. A copy of the grievance shall also be presented to the Human Resources Manager by the employee. A meeting with the employee, shop steward, and department head or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is received by the department head or his/her designee. The department head or his/her

designee may invite other members of management, including, but not limited to, Human Resources, to be present at such meeting. The department head or his/her designee will give a written reply by the end of the fifth (5) calendar day following the date of the meeting and the giving of such reply will terminate Step 2.

**C. Step Three:**

If the grievance is not settled at Step 2, the grievant may elect to proceed to Step 3 of the grievance procedure. The grievant shall have five (5) calendar days to submit a written appeal to the City Manager. If the Union and the City have mutually agreed that a grievant can waive the requirements of Step 1 and/or 2, the grievant is required to also submit all information that is required under Step 2. If the grievant has already completed Step 2 and submitted all required information, then the grievant is only required to submit the request for appeal in writing.

The grievant or his/her Union representative and the City Manager or the appropriate management representative shall within five (5) calendar days after the appeal from Step 2 arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is referred to Step 3. A decision shall be rendered within ten (10) calendar days from the date of such meeting. The decision of the City Manager is final and binding.

The time limits for filing a written formal grievance shall be strictly construed, but may be extended by mutual agreement evidenced, in writing, and signed by a duly authorized representative of the City and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance. Failure of the City to comply with the time limits set forth in this Section shall automatically move the grievance to the next level of the Grievance Procedure. The grieving party may request the assistance of a Union representative in presenting a grievance at any level of review or may represent him/herself.

**Section 5.05 Discipline and Disciplinary Action**

**A. Applicability**

This section does not apply to any probationary employees, who are at-will employees.

**B. Definition**

Types of discipline include the following: suspension, involuntary demotion, reduction in pay or dismissal. For the purposes of this section, written or verbal reprimands, counseling memos, performance improvement plans, performance evaluations, voluntary demotions, or transfers are not classified as discipline.

**C. General Provisions**

Employees shall only be subject to disciplinary action for legitimate reasons. Employees are expected to meet certain standards regarding their personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense, and will take into consideration the employee's personnel file. Progressive discipline will be used; however, this does not preclude the City from taking disciplinary action, up to and including termination, for an incident for which there is no prior documentation as long as the disciplinary action is warranted and is based on just cause.

Disciplinary actions should be documented in the employee's official personnel file.

Performance deficiencies documented in the employee's performance evaluation as "unsatisfactory" may be the basis for disciplinary action if the employee fails to correct those performance deficiencies within the time period designated by his/her supervisor. To the extent possible, performance deficiencies or other causes for discipline will be documented in the employee's personnel file.

Upon receipt of written authorization from the employee, the City will provide the Union with all written notices of discipline given to employees represented by Union. The written notice of discipline will also inform the employee that he/she has the right to consult with the Union with regard to the disciplinary action being taken.

#### **D. Administrative Leave**

The Department Director may, in consultation with the Human Resources Manager, verbally or in writing, cause the temporary assignment of an employee to status of administrative leave with pay. In the event of a verbal notice, the Human Resources Manager or Department Director will confirm the action by giving the employee written notice. The employee will be advised of all restrictions to which he/she is subject to during the period of administrative leave. If and when the employee is to return to duty, the City will provide the employee with written notice of when he/she should return to duty, a copy of which will be retained in the employee's permanent personnel file.

This action may be taken at any time and for such length of time as the appointing authority deems necessary or appropriate under the circumstances. The appointing authority may implement an administrative leave for any legitimate reason, as determined by the Department Director in the exercise of his or her sole discretion. Such reasons include, but are not limited to: (1) protecting the safety or health of an employee or of employees; (2) preventing disruption of or damage to City programs or operations; (3) investigating alleged misconduct, including alleged harassment, by an employee; (4) investigating an employee's job performance; and (5) protecting the best interests of the City. Administrative leave is not subject to appeal.

#### **E. Disciplinary Procedures**

The following procedures shall be taken prior to the dismissal, suspension, involuntary demotion, or reduction in pay of any employee for disciplinary reasons.

**1. *Written Notice of Intent to Discipline (“Skelly Notice”)***

When the Department Director, in consultation with the Human Resources Division, determines that an employee has committed an act or omission that justifies discipline, the Department Director or his/her designee shall provide the employee with written notice of the proposed disciplinary action. Such notice shall include:

- A statement which clearly defines the intent to take action, the proposed action to be taken, and the proposed effective beginning and ending time of intended action.
- A statement of the specific grounds and particular facts upon which the proposed disciplinary action will be taken.
- A copy of all written materials, reports, or documents upon which the intended action is based.
- A statement that the employee will be afforded the right to respond to the Notice of Intent, either verbally, in writing, or both within five business days upon receipt of the intended disciplinary action, to the designated Skelly Officer.
- If personally delivered, the employee’s signature on the Notice of Intent will acknowledge receipt of said notice by the employee. If the employee refuses to sign, it will be noted as such on the Notice of Intent. The signature documentation on the Notice of Intent will acknowledge that the employee received the Notice of Intent.

**2. *Employee Response/Pre-Disciplinary (“Skelly”) Conference***

Within five business days after the employee has been served with the Notice of Intent, the employee will have the right to respond, verbally or in writing, at the employee’s option, to the Skelly Officer. If, within the five business days response period, the employee does not provide a written or verbal response, the proposed action of the City will be considered conclusive and will take effect as set forth in the Notice of Intent. Prior to the expiration of the five business days, the response date may be adjusted by mutual agreement, but unreasonable delay will not be tolerated.

The employee has the right to have a representative of his or her own choosing at the Conference.

The employee’s response will be fully considered before the City issues any final notice of disciplinary action.

Should the Skelly Officer determine that the employee’s response warrants further investigation, the Skelly Officer may delay the implementation or modification of the proposed disciplinary action until such time as the further investigation is completed. In

the event the investigation produces facts that warrant more severe disciplinary action than originally proposed; the Skelly Officer will re-implement the Written Notice of Intent to Discipline procedures, above.

### **3. *Written Notice of Final Disciplinary Action***

The Skelly Officer has the authority, after considering the employee's response and additional investigation, if any, to modify, revoke, or impose the proposed disciplinary action.

- a. If the Skelly Officer decides to modify the proposed action, the Skelly Officer will notify the employee by either issuing a revised Notice of Intent (for more severe disciplinary action than originally proposed) or a Notice of Imposition (for less severe disciplinary action than originally proposed). The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Skelly Officer is final and shall be imposed.
- b. If the Skelly Officer decides to revoke the disciplinary action, the Skelly Officer will advise the employee in writing, and the original intent to impose disciplinary action will be discarded and no record made in the employee's personnel file. The decision of the Skelly Officer is final and shall be imposed.
- c. If the Skelly Officer decides to implement the discipline as originally proposed in the Notice of Intent, the Skelly Officer will notify the employee in writing by providing him/her with a Notice of Imposition. The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Skelly Officer is final and shall be imposed.

The employee will be advised in writing of any right of appeal.

The Notice of Imposition or other final decision of the Skelly Officer will be delivered to the affected employee personally or sent to the employee by either overnight mail and/or certified or registered mail, return receipt requested, at the employee's last known address. If personally delivered, the employee's signature on the Notice of Imposition or other final decision will acknowledge receipt of said notice by the employee. If the employee refuses to sign, it will be noted as such on the Notice of Imposition or other final decision. The signature documentation on the Notice of Imposition or other final decision will acknowledge that the employee received the Notice of Imposition or other final decision.

### **4. *Appeal Procedures – Major Discipline***

There are two different appeal procedures for the appeal of major discipline – one when the appeal is filed by the Union and one when the appeal is filed by the employee. Regardless of which appeal procedure is selected, the employee and/or the Union have ten (10) calendar days after the receipt of the Notice of Imposition to file a request for an

appeal. The ten (10) calendar days run concurrently. An employee will be deemed to have waived his/her right to an appeal and the imposed discipline shall be considered conclusive if the employee or Union does not file a request for appeal within the required ten (10) calendar day period, unless good cause for the failure can be shown.

***a. Major Discipline Appeal Procedures – Appeal Filed by Union***

Any full-time or benefited part-time employee in the classified service shall have the right to appeal any “major discipline” in accordance with these procedures. For purposes of this section, “major discipline” includes dismissal, suspension of three (3) days or more, reduction in pay, or involuntary demotion. The appeal process shall not be applicable to probationary employees. The appeal process shall not be applicable to any action not defined as “major discipline”.

The Union may elect to appeal any major discipline on behalf of any represented employee at its own discretion. If the Union elects to appeal on behalf of an employee, the matter will be submitted to binding arbitration. After the Union files a timely appeal on behalf of the employee, an arbitration appeal hearing shall be established as follows:

- i. Within ten (10) calendar days after the receipt of the Notice of Imposition, the Union shall file a written request for binding arbitration through the Human Resources Division to the City Manager or designee. The City and Union will equally share (i.e. 50/50) the arbitration-related expenses, including court reporting and/or transcription services. Each party will be responsible for their own attorney fees, expert witness(es) and staff time.
- ii. The City shall request a list of five (5) arbitrators registered with the American Arbitration Association, California State Conciliation Service or some other agreed upon source within ten (10) calendar days of the employee's request. The employee may delete/strike two (2) names from the list. The City will then select the arbitrator from the remaining names on the list.
- iii. The selected arbitrator shall serve as the hearing officer.
- iv. The parties will meet and confer with the arbitrator to establish necessary procedural matters, which could include, but are not limited to, proper evidence and witnesses, pre- and post-hearing briefing, items within the scope of appeal, and scheduling.
- v. All time limits specified in the procedure may be waived by mutual written agreement.
- vi. At the conclusion of the hearing, the arbitrator will submit his/her findings to the City, Union, and the employee. The opinion shall set forth findings of fact and conclusions. The decision of the Arbitrator

will become final and binding on the parties unless the City, the Union or the employee elects to pursue judicial review under CCP §1094.5. All back pay awards related to suspension, involuntary demotions and discharges shall include interest as set by Civil Code §§ 3287 et. seq.

***b. Major Discipline Appeal Procedures – Appeal Filed by Employee***

If the Union does not elect to appeal and does not file a timely written binding arbitration request on behalf of the employee, the employee may still individually request an appeal hearing pursuant to Section 15 – Post Disciplinary Appeal Procedures, of the City's Human Resources Rules and Regulations. Binding arbitration shall not be available to individual employees who appeal discipline without Union representation.

An employee wishing to appeal any disciplinary action under the City's Human Resources Rules and Regulations shall have ten (10) calendar days after receipt of the Notice of Imposition to submit a written and signed request for appeal hearing. The employee's request for appeal must be addressed to the City Manager and be received by the Human Resources Division. The Human Resources Division shall date stamp the employee's appeal to verify the timeliness of the appeal.

**5. Appeal Procedures – Minor Discipline**

Any full-time or benefitted part-time employee in the classified service shall have the right to appeal any "minor discipline" in accordance with these procedures. For purposes of this section, "minor discipline" includes a suspension of less than three days. The appeal process shall not apply to probationary employees.

An employee wishing to appeal minor discipline may, within ten (10) calendar days from receiving notice of the Notice of Imposition, request and be granted an interview with the City Manager or his/her designee in order to discuss the appeal.

The City Manager or designee will respond or schedule a meeting within fifteen (15) calendar days. The City Manager or designee shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) calendar days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions. The decision of the City Manager shall be final and binding.

The time limits for the appeal of minor discipline shall be strictly construed, but may be extended by mutual agreement evidenced, in writing, and signed by a duly authorized representative of the City and the employee. Failure of the appealing party to comply with any of the time limits set forth herein shall constitute a waiver and shall bar further appeal of the discipline. The employee may request the assistance of a Union representative in appealing discipline at any level of review or may represent him/herself.

**Section 5.06 Notification of New Hires and Union Meeting with New Employees**

It is hereby agreed that the Human Resources Division shall provide the Teamsters designee with the name of each permanent employee whose job title entitles him/her to Teamsters representation as soon as is practicable after hire or transfer.

One steward shall be provided up to 30 minutes per month to meet with any new employees hired into represented positions. The new employee(s) will also be permitted to attend this meeting without any loss of compensation.

**Section 5.07 Use of City Facilities**

Except as specifically identified in Section 5.04 Union Business, all Union business will be conducted by employees and Union representatives outside of established work hours.

Nothing herein shall be construed to prevent a Union representative or an employee from contacting the Human Resources Manager or other management representatives regarding personnel related matters during work hours. The authorized Union Business Agent shall be given access to work locations during working hours provided that prior to visiting any work location the Union representative shall: Obtain authorization for the visit from the Human Resources Manager or designee. In the event the requested time and/or location of such visit by the Union Business Agent is denied because it would intervene with the operations of the department, the Human Resources Manager or designee shall consult with the Union Business Agent regarding availability and set an alternative time and/or location for such visit within seventy-two (72) hours of the request.

The Union may schedule meetings in the City facilities at such times these facilities are not in use by submitting a written request to the Human Resources Manager or designee, which shall include the date, time, and number of people expected. Approval will be granted in the same manner as it is granted to other organizations.

The Union shall maintain proper order during any meeting held at a City facility and ensure that the space is left in a clean and orderly condition. The City reserves the right to revoke permission to use City facilities for meetings if the Union fails to maintain order during a meeting or if facilities are not left in a clean and orderly condition.

**Section 5.08 Bulletin Boards**

The Union shall have access to City bulletin boards located in the Maintenance Yard for the purpose of posting the following types of notices (these are examples only and not intended to be a complete list):

- (1) Notice of recreational and social affairs sponsored by the Union;
- (2) Notice of Union meetings;
- (3) Notice of Union elections;

- (4) Reports from Union committees;
- (5) Rulings on Union policies; and
- (6) Union newsletters.

All posted material must be legibly signed or initialed and dated by the Union President or designated representative. The Union will not post information which is defamatory, derogatory, or obscene, subject to the immediate removal of the right to post for a period not to exceed ninety (90) days. In the event non-authorized material is posted, it shall be promptly removed by the Union or its representative on notification by the City. The City reserves the right to remove material that contains defamatory statements before providing notification to the Union; if such action is taken the City shall notify the Union as soon as possible.

### **Section 5.09 Use of E-Mail and Computers**

The Union recognizes that HR Rules and Regulations Section 28 Workplace Searches and Inspections and Section 29 Use of Technology, Voice Mail, E-Mail, Internet and Computer Systems regulate the use of, and that the City has the right to access and inspect City computers, including but not limited to viewing any messages sent or received through the City's e-mail system or any temporary or permanent files stored on the City's electronic systems and/or equipment. The Union are reminded that communications sent via the City's e-mail system or documents maintained on any City-provided electronic storage or devices are not confidential and can be viewed by the City.

The City and the Union agree that the Union may be permitted to use City e-mail for the purposes described in this section. Notices which may be sent through the City's e-mail system are limited to those types of notices which may be posted on bulletin boards, as described above. No notice or announcement which contains defamatory statements about the City, including any City Department, any City official, or any City employee(s) shall be sent through the City's e-mail system. The City reserves the right to refuse to allow notices to be sent through the City's e-mail system that interfere with the Department's operational needs, workflow, or mission.

Any violation of this section shall entitle the City to immediately cancel the provisions of this section and revoke the Union's privilege to use the City's e-mail system pursuant to this section. It is expected that once the Union is aware of any such violations, they would be afforded the opportunity to rectify the situation.

### **Section 5.10 Joint Labor Management Committee**

The Union and the City agree to the establishment of the following Joint Labor Management Committees ("JLMC"). By mutual agreement, these specified JLMCs may be merged by the parties. The parties may establish ground rules specific to each JLMC, as necessary.

- A. **Standby/Callback Procedures:** Either party may request a JLMC to discuss the establishment of an "Extreme Weather Conditions Task Force," discussed in Section 2.05.
- B. **Workweek Definition:** The City may request a JLMC to revise the definition of "workweek" set forth in Section 1.11 in order to more accurately document the workweek(s) to which employees are assigned.
- C. **Human Resources Rules and Regulations and Related Policies:** Either party may request a JLMC to discuss proposed changes within the scope of representation to the City's Human Resources Rules and Regulations and/or policies related to the Human Resources Rules and Regulations.
- D. **Maintenance Policy Manual:** Either party may request a JLMC to discuss proposed changes within the scope of representation to the City's Maintenance Policy Manual.
- E. **Training Issues and Requirements:** Either party may request a JLMC to discuss matters within the scope of representation related to employee training.
- F. **Use of Cellular Phones:** Either party may request a JLMC to discuss matters within the scope of representation related to employee use of cellular phones, including, but not limited to use of personal cellular phones to conduct City business.
- G. **Health Insurance:** Either party may request a JLMC to discuss matters within the scope of representation related to health insurance, which can include, but is not limited to, the consideration of "Teamsters Medical", the establishment of a "cafeteria plan", and/or the City and employee contributions to health insurance plans.
- H. **Retiree Medical:** Either party may request a JLMC to discuss the possibility of establishing a Health Savings Account.

**Standing JLMC:** The parties agree to establish a standing JLMC to discuss issues of mutual concern, and in order to encourage an open dialogue between employees and management. This standing JLMC would meet at least quarterly, upon the request of either party. The parties acknowledge that the issues of mutual concern to be included in this standing JLMC may be outside the scope of representation. The agreement of the City to discuss an issue outside the scope of representation should in no way be construed or considered to be a waiver of any management rights. When a party wishes to convene the standing JLMC, it should request the standing JLMC in writing and identify the topics the party wishes to discuss. The responding party may request to include additional topics as well. A mutual time and location will be agreed to. It is the intent of the parties that this standing JLMC be limited to City staff only. However, either party may request to bring a non-employee if the non-employee is necessary to

an item to be discussed. The other party must be advised in advance of the intent to bring a non-employee and must agree to the attendance of the non-employee.

**SIGNATURES FOLLOW ON NEXT PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ 2017.

**CITY OF PALMDALE**

**CALIFORNIA TEAMSTERS LOCAL 911**

Dated: \_\_\_\_\_

Dated: JULY 10, 2017

  
\_\_\_\_\_  
Kelly Trainer, Chief Negotiator

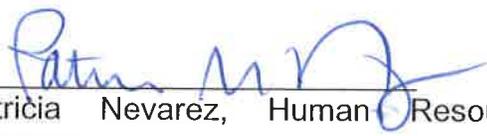
  
\_\_\_\_\_  
Carlos Rubio, Chief Negotiator

\_\_\_\_\_  
James Purtee, City Manager

  
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Paul Ewing, Steward

  
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Anne Ambrose, Administrative Services Director

  
\_\_\_\_\_  
Michael Johnson, Steward

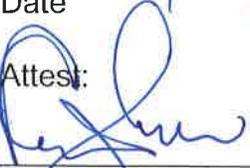
  
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Patricia Nevarez, Human Resources Manager

  
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Chad Thomas, Steward

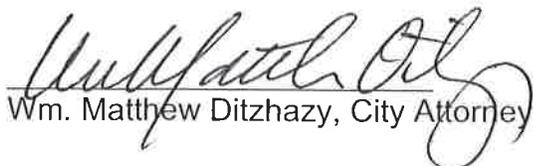
  
\_\_\_\_\_  
James Ledford, Mayor

  
\_\_\_\_\_  
Paul Wood, Steward

Date 7/12/17

Attest:  
  
\_\_\_\_\_  
Rebecca J. Smith  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wm. Matthew Ditzhazy, City Attorney

**EXHIBIT A  
 REPRESENTED CLASSIFICATIONS  
 AND WAGE SCHEDULE EFFECTIVE JULY 10, 2017**

Position Title	Range	A	B	C	D	E	F
CUSTODIAN I	22	3,169	3,328	3,494	3,669	3,852	4,045
MAINTENANCE WORKER I	22	3,169	3,328	3,494	3,669	3,852	4,045
CUSTODIAN II	24	3,494	3,669	3,852	4,045	4,247	4,460
MAINTENANCE WORKER II	24	3,494	3,669	3,852	4,045	4,247	4,460
EQUIPMENT OPERATOR	29	4,460	4,683	4,917	5,163	5,421	5,692
LANDSCAPE INSPECTOR	29	4,460	4,683	4,917	5,163	5,421	5,692
LEAD CUSTODIAN	29	4,460	4,683	4,917	5,163	5,421	5,692
MAINTENANCE LEADWORKER	29	4,460	4,683	4,917	5,163	5,421	5,692
MAINTENANCE SPECIALIST	29	4,460	4,683	4,917	5,163	5,421	5,692
STREET SWEEPER	29	4,460	4,683	4,917	5,163	5,421	5,692
HEAVY EQUIPMENT OPERATOR	31	4,917	5,163	5,421	5,692	5,977	6,276
SR MAINTENANCE SPECIALIST	31	4,917	5,163	5,421	5,692	5,977	6,276

EXHIBIT B  
LETTER OF AGREEMENT

A 5716

**Meet and Confer  
City of Palmdale and Teamsters 911  
City of Palmdale  
Letter Agreement  
December 8, 2016**

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"), this Letter Agreement is entered into on December 8, 2016 by and between the City of Palmdale ("City") and Teamsters 911 ("Union"). The City and the Union are collectively referred to herein as the "Parties." It is understood and agreed that the specific provisions contained in this Letter Agreement shall supersede any previous agreements, whether verbal or written, regarding the matters contained herein.

The Parties have met and conferred in good faith concerning the terms and conditions of this Letter Agreement and its implementation, and agree to the following:

1. The City shall contract with Bryce Consulting ("Consultant") to conduct a new classification study of all classifications within the bargaining unit. The classifications to be studied are the following:

- Custodian I
- Custodian II
- Lead Custodian
- Maintenance Worker I
- Maintenance Worker II
- Maintenance Leadworker
- Maintenance Specialist
- Senior Maintenance Specialist
- Equipment Operator
- Heavy Equipment Operator
- Street Sweeper Operator
- Landscape Inspector

All Union members will have the opportunity to complete a Position Information Questionnaire ("PIQ"), meet with the Consultant either individually or in a group of other employees in the same classification, have the opportunity to review and respond to their proposed class specifications. Similarly division supervisors and management will also have the opportunity to review PIQs and draft class specifications.

The City and the Union shall continue to meet and confer on matters within the scope of representation after the classification study has been completed.

A-5873

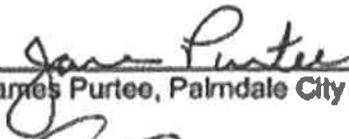
Letter Agreement Between City of Palmdale and Teamsters 911 - December 8, 2016

p. 2

Prior to the commencement of the classification study the City and the Union shall meet to discuss and agree on the scope of and process of the study.

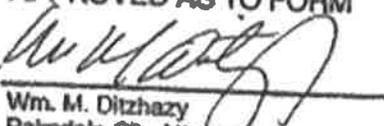
2. The City shall not implement the findings of any classification and compensation studies conducted prior to the execution of this agreement that affect the Union members and will not make changes to the compensation levels agreed to in the current MOU, except for the following changes that the City had previously proposed and to which the Union previously agreed:
  - a. Tier II salary data has been eliminated and any bargaining employees who were in Tier II were reclassified to the appropriate salary range at Tier I. This was offered by the City and accepted by the Union. On December 2, 2015 the Council approved the elimination of Tier II.
  - b. Three Maintenance Worker II (Range 24) positions were reclassified to Maintenance Specialist (Range 29) positions effective April 6, 2016.
3. Once the Consultant finalizes the classification study the City and the Union shall meet and discuss the scope for a compensation study.

Dated: December 8, 2016

  
 \_\_\_\_\_  
 James Purtee, Palmdale City Manager

Attest:   
 \_\_\_\_\_  
 Rebecca J. Smith  
 City Clerk

  
 \_\_\_\_\_  
 Chad Thomas, Teamsters 911 Chief Union Steward

APPROVED AS TO FORM  
  
 BY \_\_\_\_\_  
 Wm. M. Ditzhazy  
 Palmdale City Attorney

