



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF VERNON
AND
TEAMSTERS LOCAL 911**

July 1, 2014 through June 30, 2016



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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF VERNON
AND
TEAMSTERS LOCAL 911 (TEAMSTERS)

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into by and between the City of Vernon (hereinafter referred to as “City”) and the California Teamsters, Public, Professional and Medical Employees Union, Local 911, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the “Union”). It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between Management and the Employees covered by this MOU. This MOU is entered into with reference to the following facts:

- A. Representatives of management for the City of Vernon (hereafter “City”) and representatives of Teamsters Local 911 (hereafter “Union”) have met and conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Union.
- B. The management representatives and the representatives of the Union have reached an understanding as to recommendations to be made to the City Council for the City of Vernon and to the membership of the Union.
- C. This MOU incorporates, contains, and represents all of the terms and conditions agreed upon by both parties as of the date this agreement is ratified.

ARTICLE ONE

FUNDAMENTALS

Section 1: Recognition

The City recognizes the California Teamsters, Public, Professional, and Medical Employees Union, Local 911 (“Union”) as the certified majority representative of the employees, comprised of Addendum A, as the exclusive representative of the employees for purposes of collective bargaining for all terms and conditions within this Memorandum of Understanding.

Section 2: No Discrimination

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby. Neither the City nor the Union shall discriminate against any individual or employee with respect to his/her compensation, terms, condition, or privileges of employment or because of an individual’s race, color, sex, religion, national origin, age, marital status, disability, pregnancy, sexual orientation, political or religious opinions or affiliations, or membership or non-membership in the Union.

Section 3: No Strikes or Lockouts

During the life of this agreement no work stoppages, strikes, or slowdowns shall be caused or sanctioned by the Union, and no lockouts shall be made by the City.

Section 4: Layoffs

In accordance with the Meyers-Milias Brown Act, the City and the Union shall meet and confer on the effect of its actions to layoff. This will occur prior to implementation of layoffs, except in emergency circumstances wherein the City Council declares a fiscal emergency pursuant to Article II, Chapter 2.2 of the City of Vernon City Charter. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights to layoff.

Section 5: City/Union Meetings

Representatives from the Union and the City shall meet as needed to discuss issues of mutual concern.

Section 6: Union Business

A. Use of Bulletin Boards

The City shall provide the Union designated bulletin boards where employees will have access during regular business hours, subject to the following conditions:

1. All Postings for bulletin boards must contain the date of posting and the identification of the Union, and
2. 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.
3. The City will provide separate bulletin boards for the exclusive use of the Union at the following locations:
 - A. Lunchroom in the City Yard.
 - B. Communications Center in Police Department.
 - C. West wing lunchroom on the second floor of City Hall.
 - D. South wing lunchroom on the second floor of City Hall.
 - E. Lunch room on the third floor of City Hall.

B. Access to Facilities

Except as specifically identified in Section D below, 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 Director 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 Director or designee. In the event the requested time and/or location of such visit by the Union Business Agent is denied because it would interfere with the operations of the department, the Human Resources Director 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 Director 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.

C. Shop Stewards

The City agrees to recognize up to five (5) Stewards appointed by the Union. One of the five (5) shall be appointed by the Union as the Chief Steward. The Union shall notify the City in writing of the names and departments of each Steward and Chief Steward.

D. Union Business

The Chief Steward and Stewards shall be allowed release time during their regular work hours to conduct Union related business as necessary provided it does not unreasonably interfere with the Stewards' and/or employees' regular work duties. If a Steward must leave his/her work location to conduct Union related business, he/she shall first obtain authorization from his/her supervisor to

do so. Authorization to leave will be granted unless such absence would be unreasonable. If such authorization cannot be granted promptly, the Steward will be informed when time can be made available. To the extent reasonable and compatible with City operational needs, such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the Steward's request unless otherwise mutually agreed upon. For purposes of this section, "Union Business" shall include grievance investigations, meetings with management called by management or the Chief Steward/Steward, investigatory meetings where an employee has requested a Steward, contract/MOU negotiations, meetings with Human Resources involving personnel or labor relations matters, council meetings, health insurance committee meetings, and meetings of any other committees established by the City that involve matters directly pertaining to the bargaining unit with regard to said committees. Any Steward seeking leave time for Union business for tasks not listed in this section shall obtain authorization from the Human Resources Director or designee.

The City agrees to allow all employees of the bargaining unit paid release time to attend a Union meeting on site at the City up to twice per year, up to one (1) hour per meeting.

The City agrees to release up to five (5) Stewards per year to attend a one (1) day Union sponsored Steward seminar located in Southern California. The Union shall provide the City at least ten (10) calendar days prior written notice of the request to release the Stewards for the seminar. Such request shall include the date and start/end time of the seminar. City vehicles may be made available upon request subject to availability and the City's vehicle use policy.

Release time as provided for in any of the above sections shall not result in the City incurring any overtime.

Section 7: Management Rights

The City retains all of its exclusive rights and authority under Federal and State Law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

- The exclusive right to determine the mission of its constituent departments, commissions, and boards;
- Set standards and levels of service;
- Determine the procedures and standards of selection of employment and promotions;
- Direct its employees;
- Establish and enforce dress and grooming standards;
- Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- Maintain the efficiency of government operations;

- Determine the methods, means numbers, and kinds of personnel by which government operations are to be conducted;
- Determine the content and intent of job classifications;
- Determine methods of financing;
- Determine style and/or types of City issued wearing apparel, equipment, or technology to be used;
- Determine and/or change facilities, methods, technology, means, organizational structure, size, and composition of the work by which the City operations are to be conducted;
- Determine and change the number of locations 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 for or subcontract any work or operations of the City;
- 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;
- Establish and modify productivity and performance programs and standards;
- Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable laws and with the provisions of this MOU, including without limitation Article II, Section 6 – Probationary Period and 9 – Disciplinary Actions;
- Take all necessary actions to carry out its mission in emergencies; and
- Exercise complete control and discretion over its organization and the technology of performing its work.

The Union expressly and specifically agrees that except to the extent that the City's rights are expressly limited by the terms of this Agreement, the Union waives any and all of its rights to meet and confer on any of the City's rights; provided, however, that if the exercise of these rights impacts wages, hours, or terms and conditions of employment, the City will meet and confer on the effect of its actions. This will occur prior to implementation except in emergency circumstances as defined in law. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

Section 8: Employee Rights

The City and Union mutually recognize and agree to fully protect the rights of all employees covered by this MOU to join and participate in the activities of the Union and corresponding

rights of covered employees to refrain from joining and participating in the activities of the Union. The City agrees that no employee shall be interfered with, intimidated, restrained coerced or discriminated against because of the exercise of these rights.

ARTICLE TWO
LEGAL LIMITATIONS, SAVINGS CLAUSE, AND TERM

Section 1: Legal Limitations and Savings Clause

It is understood and agreed that this Memorandum of Understanding (including, but not limited to, the provisions of the Fair Labor Standards Act) and any and all Resolutions or Ordinances adopted in implementation thereof are and shall be subject to all present and future applicable federal and state laws and regulations and shall be effective and implemented only to the extent permitted by such laws and regulations.

If any part of this Memorandum of Understanding or of any Resolution or Ordinance adopted in implementation thereof is in conflict or inconsistent with any such applicable provisions of federal and state laws or regulations or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded, and such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

Section 2: Term

- (a) Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 2014, and shall remain in full force and effect up to and including midnight, the 30th day of June 2016 or until the next Memorandum of Understanding becomes effective.
- (b) This Memorandum of Understanding shall be binding on the City and the Union when approved and adopted by the City Council.

The City and the Union agree to submit proposals for any changes related to wages, benefits and/or other terms of and conditions of employment affecting this Memorandum of Understanding between February 1, 2016 and March 1, 2016.

Section 3: Modification and Waiver

The Union and the City hereby agree that no changes in this MOU regarding the hours or other conditions of employment of employees in the classification represented by the Union that would take effect prior to the expiration of the MOU shall occur, unless both parties mutually agree to such changes.

The City reserves the right to add to, delete from, amend, or modify the Administrative rules, the City Municipal Code, and the City's Personnel Policies and Procedures Manual during the term of the Memorandum of Understanding, subject to the requirements of the Meyers-Milias-Brown Act.

ARTICLE THREE

ORGANIZATIONAL SECURITY

Upon the voluntary written authorization of bargaining unit employees, the City shall deduct and remit to the Union the Union's initiation fee and periodic dues for members of the Union.

Any unit member who is not a member of the Union, or who does not make application for membership within thirty (30) days following the effective date of this paragraph, or, for those hired after the effective date of this paragraph, within thirty (30) days from the commencement of duties, shall become a member of the Union or, if approved by the Union membership as governed by the Meyers-Milias Brown Act, pay to the union a fee in an amount equal to the Union's periodic dues: provided, however, that the unit member may authorize payroll deductions for such fee in the same manner as provided in the paragraph above.

Dues and/or fees withheld by the City shall be transmitted to the Union Officer designated in writing by the Union as a person authorized to receive such funds, at the address specified. Dues and/or fees shall be deducted from the second paycheck of each month and remitted to the Union by the last business day of the month.

The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit-member to remain a member in good standing of the Union or to pay the equivalent of Union dues during the term of this agreement shall constitute, generally, just and reasonable cause for termination.

The City shall not be obligated to put into effect any new, changed or discontinued deduction until a pay period commences fifteen (15) working days or more after such submission.

No unit member shall be required to join the Union or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with the Union to satisfy his/her obligation by donating the equivalent amount to one of the following non religion charitable fund, tax exempt under section 501(c)(3) of the Internal Revenue Code, chosen by the employee:

- United Way
- City of Hope
- Los Angeles Regional Food Bank

Whenever a unit member shall be delinquent in the payment of dues or fees, the Union shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Human Resources Department.. In the event the unit member fails to cure said delinquency, the Union shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable state laws and are specifically excluded from the Grievance/Appeal/Arbitration procedures.

The City shall not deduct money specifically earmarked for a PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the

unit member.

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and, upon request, to the employees who are members of the unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or principal officer, or by a certified public accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959, or Government Code section 3546.5, shall satisfy this requirement.

The Union will defend, indemnify and hold harmless the City of Vernon from any loss, claim, liability or cause of action arising out of the operation of this article. Upon commencement of any such legal action, the Union shall have the right to decide and determine litigation, settlement, and/or appeal strategy. Any such decision on the part of the Union shall not compromise or diminish the Union's indemnification obligations under this agreement.

The City, immediately upon receipt of notice of such legal action shall inform the Union of such actions, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action and fully cooperate with the Union in providing all necessary witnesses, experts and assistance necessary for such defense.

The Union, upon compromise or settlement of such action, shall immediately pay the parties to such action all sums due under such settlement or compromise. The Union, upon final order and judgment of a court or administrative body of competent jurisdiction awarding damages to any prevailing party, shall pay to such party all sums owing under such order and judgment.

ARTICLE FOUR COMPENSATION

Section 1: Salaries

- A. Effective June 29, 2014, (the beginning of the pay period including July 1, 2014), each employee represented in the Union shall be placed within the proposed grade and step pay plan as a result of the City wide classification and compensation study based upon the 75th percentile, at the grade and step that is closest to but not less than his/her current base salary.
- B. Employees who are above the maximum recommended grade and step plan shall be Y-rated and their respective salaries frozen during the term of this contract.
- C. Employees in the Senior Environmental Specialist classification since July 1, 2014 or earlier shall be grandfathered into the classification's previously applied salary schedule. All merit increases due to each Senior Environmental Specialist shall be based on the grandfathered salary schedule. Employees in the Senior Environmental Specialists classification since July 1, 2014 or earlier shall not be eligible for the two (2) cost of living increases set forth in subsection (D)) and (E)) below.
- D. Effective the beginning of the pay period including January 1, 2015, employees represented in the Union (excluding Y-rated employees, subject to the exception set forth in subsection (F)), and employees in the Senior Environmental Specialist classification since July 1, 2014 or earlier) shall receive a 1.5% cost of living increase.
- E. Effective the beginning of the pay period including July 1, 2015, employees represented in the Union (excluding Y-rated employees, subject to the exception set forth in subsection (F)) shall receive a 1.5% cost of living increase.
- F. As of July 1, 2014, employees who are Y-rated at base salaries 4% or less above the maximum recommended grade and step plan shall be eligible to receive the cost of living increases set forth in subsections (D) and (E) above.

Section 2: Acting Pay

Employees assigned for six weeks or more to a higher position in an acting status during the absence of an incumbent, or to fill a vacancy until the vacancy can be filled by appointment, shall be eligible for Acting Pay. If all the conditions listed in Personnel Policy I-4, Acting/Interim Appointments have been satisfied the employee shall be compensated at either the beginning step of the higher classification, or 5% higher than he/she normally receives, whichever is greater, during the period of time that the employee is assigned to the higher position.

The employee must serve a minimum of 80 consecutive hours in the higher classification to be compensated at the higher rate. This compensation shall be retroactive to the first hour of the acting/interim appointment. Claims for acting/interim pay will not be honored beyond six months from the end of the acting/interim appointment. Please refer to Personnel Policy and Procedures

I-4 Acting/Interim Appointments for specific details.

Section 3: Bilingual Pay

An employee may be eligible to be compensated for bilingual pay if his/her regular job duties as described in his/her job description provide for interaction with the public on a regular basis. Employee must demonstrate proficiency in speaking Spanish (the ability to read and write in Spanish may also be tested if necessary). Proficiency would be determined by successful completion of a proficiency test administered by an agency or vendor approved by the Human Resources Department. Those employees who successfully demonstrate this skill would be eligible to receive an additional \$125.00 per month for bilingual pay.

Employees receiving bi-lingual pay as of July 1, 2014 shall be grandfathered into the City’s previous policy.

Section 4: Certification Pay

Effective July 1, 2015, an employee shall be eligible, on a first come first serve basis, to receive certificate pay in the amount of 2.5% of the employee’s base rate of pay for possession of a maximum of one (1) of the below certificates within his/her respective classification. The total maximum certificate paid to all employees shall not exceed \$50,000 during the term of this contract.

CLASSIFICATION	CERTIFICATE PAY
<u>As designated by the City Administrator</u>	Notary Public - Employees designated by the City Administrator to perform notary public services on behalf of the City
<u>Electrical Inspector</u>	ICC – Building Inspector and Safety Assessment Program (SAP) Evaluator (Both certificates required)
	ICC – Plumbing Inspector UPC
	ICC – Mechanical Inspector UMC
	Certified Access Specialist - CASP (Only 2 employees eligible in the inspector classification series)
	Professional Electrical Engineer
<u>Associate Engineer</u>	Professional Engineer (Traffic, Geotechnical) – <i>Only one Traffic, Geotechnical and Land Surveyor certificate required for the entire engineering series</i>
	Professional Land Surveyor
<u>Engineering Aid</u>	Certified Landscape Auditor (Water position

	only)
	Backflow Tester Certificate (Water position only)
<u>Facilities Maintenance Worker, Lead</u>	Class B Commercial Driver's License
	Public Works Degree/Certificate
<u>Facilities Maintenance Worker, Senior</u>	Class B Commercial Driver's License
	Public Works Degree/Certificate
<u>Mechanic, Lead</u>	Class B Commercial Driver's License
	Welding Certification (Only one welder certification required in the mechanic classification series)
<u>Mechanic, Senior</u>	Class B Commercial Driver's License
	Welding Certification (Only one welder certification required in the mechanic classification series)
<u>Mechanic</u>	Class B Commercial Driver's License
	Welding Certification (Only one welder certification required in the mechanic classification series)
<u>Senior Building Inspector</u>	ICC – Electrical Inspector
	ICC- Plumbing Inspector UPC
	ICC –Mechanical Inspector
	Certified Access Specialist - CASP (Only 2 employees eligible in the inspector classification series)
	Professional Engineer (Civil, Structural, or Geotechnical)
<u>Plumbing and Mechanical Inspector</u>	ICC –Building Inspector and Safety Assessment Program (SAP) Evaluator Both certificates required
	ICC – Electrical Inspector
	Certified Access Specialist - CASP (Only 2 employees eligible in the inspector classification series)
	Professional Mechanical Engineer
<u>Project Engineer</u>	Professional Engineer (Traffic, Geotechnical)
	Professional Land Surveyor – (Only one employee with a traffic, geotechnical or land survey license required in the engineering

	series).
<u>Street Maintenance Worker, Senior</u>	Class B Commercial Driver's License
	Public Works Degree/Certificate
	Pesticide Applicator Certification (Up to two employees rotated annually)
<u>Street Maintenance Worker</u>	Class B Commercial Driver's License
	Pesticide Applicator Certification (Up to two employees rotated annually)
<u>Lead Water & Street Maintenance Worker</u>	Class B Commercial Driver's License
	Pesticide Applicator Certification (Up to two employees rotated annually)
	Public Works Degree/Certificate
<u>Water Maintenance Worker, Senior</u>	Class B Commercial Driver's License
<u>Water Maintenance Worker</u>	Class B Commercial Driver's License
<u>Fire Code Inspector</u>	ICC – Building Inspector
	ICC – Fire Plans Examiner
<u>Environmental Specialist, Senior</u>	CA DPH Inspector/Assessor (Lead) (One employee only in the Environmental classification series)
	Vector Control Technician
	Certified Professional Storm Water Quality, Qualified SWPP Developer or Qualified SWPPP (Non-cumulative. Only one certificate pay for one of the certifications within the series)
	Practitioner Solid Waste Assoc of North American (Only two employees eligible in the Environmental Specialist classification series)
	National Registry of Environmental Professional
<u>Environmental Specialist</u>	CA DPH Inspector/Assessor (Lead) (One employee only in the Environmental classification series)
	Vector Control Technician
	AWWA – Backflow Tester
	AWWA – Cross Connection Specialist
	Solid Waste Association of North American Certification
	National Registry of Environmental

	Professional
<u>Police Dispatcher</u>	Advanced Public Safety Dispatcher
	Intermediate POST Certificate
	Training Officer Certificate
<u>Police Dispatcher, Lead</u>	Advanced Public Safety Dispatcher
	Intermediate POST Certificate
	Training Officer Certificate

Section 5: Longevity Pay

A. Employees Hired on or Before June 30, 1994

Five (5) Years of Service

All eligible employees who have five (5) years of consecutive uninterrupted service on or before July 1, 1986, shall receive an additional five percent (5%) per month of their base salary effective July 1, 1986, and every year thereafter until reaching the next step. Employees upon reaching their 5th anniversary date after July 1, 1986, shall be entitled to said five percent (5%) per month upon said anniversary date.

Ten (10) Years of Service

All eligible employees who have ten (10) years of consecutive uninterrupted service on or before July 1, 1987, shall receive an additional ten percent (10%) per month of their base salary effective July 1, 1987, and every year thereafter until reaching the next step. Employees upon reaching their 10th anniversary date after July 1, 1987, shall be entitled to said ten percent (10%) per month upon said anniversary date.

Fifteen (15) Years of Service

All eligible employees who have fifteen (15) years of consecutive uninterrupted service on or before July 1, 1988, shall receive an additional fifteen percent (15%) per month of their base salary effective July 1, 1988, and every year thereafter until reaching the next step. Employees upon reaching their 15th anniversary date after July 1, 1988, shall be entitled to said fifteen percent (15%) per month upon said anniversary date.

Twenty (20) Years of Service

All eligible employees who have twenty (20) years of consecutive uninterrupted service on or before July 1, 1989, shall receive an additional twenty percent (20%) per month of their base salary effective July 1, 1989, and every year thereafter.

Employees upon reaching their 20th anniversary date after July 1, 1989, shall be entitled to said twenty percent (20%) per month upon said anniversary date.

B. Employees Employed On or After July 1, 1994 and on or before December 31, 2013.

Five (5) Years of Service

All eligible employees who are employed on or after July 1, 1994 and on or before December 31, 2013, who attain five (5) years of consecutive uninterrupted service shall receive an additional five percent (5%) per month of their base salary. Such employees upon reaching their 5th anniversary date shall be entitled to receive said five percent (5%) per month upon said anniversary date. Further, such employees will not be entitled to receive any additional percentage increase to their base salary for further service. This subsection shall only apply to employees hired on or after July 1, 1994 and on or before December 31, 2013. .

The discontinuation of the longevity benefit outlined in this subsection for employees hire after December 31, 2013, shall be contingent when the City successfully reaches agreement on the same proposal as presented with all other represented and unrepresented employees working in the City.

Section 6: Merit Steps

Effective June 1, 2015 through May 31, 2016, employees who in the discretion of the Department Head and in accordance with the City's Performance Evaluation Policy, have attained one year of satisfactory service as of their classification anniversary date will be eligible to receive a 5% merit step increase. The 5% merit increase shall not exceed the maximum salary or step of the pay grade. Future merit increases to any said grade shall remain at the sole discretion of the City Council.

Section 7: Premium Pay

After approval by the City Administrator and Director of Human Resources, premium pay as defined below shall be assigned to persons found to possess on a regular or temporary assignment such additional duties and responsibilities or whose positions entail certain hazards as to warrant this salary step over the base class.

1. 5% Premium Pay - A temporary 5% increase in pay shall be given to employees during periods when they assume some of the duties of higher-level job classes for a period of two weeks or more. Upgrade pay does not apply for short term absences or vacation coverage.
2. 10% Premium Pay - A temporary 10% increase in pay shall be given to employees when in the judgment of the Department Head and concurrence with the City Administrator they assume significantly more complex additional duties and responsibilities not normally found in their class for a period of two weeks or more. Upgrade pay does not apply for short term absences or vacation coverage.

3. 5% Dispatcher Training Pay – A temporary 5% increase in pay shall be given to Police Dispatchers when they are designated by the Police Chief or designee to train newly hired employees in the Police Dispatch Center.

Please refer to Personnel Policy and Procedures II-3 Salary Plan Administration for specific details.

Section 8: Training and Recertification Time

Training and/or recertification time that is required by the employee's then current job description on file with the Human Resources Department or approved in advance by the Department Head is compensable.

ARTICLE FIVE

OVERTIME

Section 1: Overtime Authorization

All overtime requests must have prior written authorization of the respective supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Section 2: F.L.S.A. Overtime

Employees will be paid overtime at time and a half (1.5) for all eligible hours worked in excess of forty (40) hours in a single workweek.

Holidays (regular, in-lieu, and floating), vacation time, compensatory time, paid jury duty leave, sick leave, and bereavement leave shall count as time worked for the purposes of computing overtime. Union leave, unpaid jury leave, disciplinary suspensions, and administrative leave shall not count as time worked for the purpose of computing overtime.

Section 3: Compensatory Time

In lieu of cash payment, an employee may request compensatory time for overtime worked. Accrual of compensatory time shall be limited at any point in time to a maximum of sixty (60) normal working hours. Compensatory time shall be calculated by multiplying the number of overtime hours worked by the appropriate factor of 1.5 or 2 times the regular hourly rate.

- A. Overtime shall be compensated as mutually agreed upon in advance by employee and employer.
- B. Scheduling of compensatory time requires prior management approval and must be preceded by a ten (10) day notice of intended use from the employee. Management may waive the ten (10) day notice in cases of emergency. Compensatory time off may be taken only in 15 minute increments. The ten (10) day notice requirement shall not apply to attendance at funerals; the employee will notify management as soon as the need to be absent for a funeral is known.
- C. Upon promotion to an FLSA exempt classification, all compensatory time off shall be cashed out prior to promotion at the employee's current regular rate of pay in the non-exempt classification.

Section 4: Call Backs

Emergency call back duty occurs when an employee is requested to report to duty on a non-regularly scheduled work shift. Emergency call back policy is applicable when an employee is requested to return to work, after the employee's workday is completed and/or prior to when the employee is scheduled to begin his/her shift. Emergency call back does not occur when an employee is held over from his/her prior shift or is working planned overtime.

An employee Called Back to duty shall be credited with a minimum of four (4) hours of work at the applicable overtime rate. Any hours worked in excess of four (4) hours shall be credited for actual time worked at the applicable overtime rate.

If the employee is Called Back to duty, his/her work time shall be credited commencing when the employee reports to work and shall conclude when the employee leaves work.

Section 5: Police Dispatch Hold Over

A dispatcher following completion of a shift shall be paid double time for each hour held over in excess of four (4) hours beyond the regular shift, regardless of the number of regular hours worked in the workweek.

ARTICLE SIX

UNIFORMS & SAFETY BOOT/SHOE ALLOWANCE

If an employee's job classification requires him/her to wear a uniform while on duty, as designated by the City or employee's Department, the City will provide and launder such uniform.

For employees that work in the Police Department, the City will provide the initial set of uniforms to the employees. The newly hired employee will receive: two (2) class A uniforms; two (2) class B uniforms; two (2) polo shirts and one (1) jacket or sweater. On all subsequent anniversary dates for Police Department employees, the City will provide an annual uniform purchase and maintenance allowance of \$600.00. The employee's uniforms shall meet the applicable regulations for his/her job classification pursuant to City/Departmental policies.

Employees that work in the Fire Department and who are required to wear a uniform while on duty shall receive the uniform allowance identified in the then current Vernon Firemen's Association Memorandum of Understanding.

The City will provide a safety boot/shoe allowance of \$200.00 payable in the first pay period in July of each year for those employees required to wear safety boots/shoes. The boots/shoes purchased must be appropriate to the employee's job classification and must meet applicable CAL-OHSA regulations and City/Departmental policies.

Employees receiving the boot/shoe allowance are required to wear the prescribed boots/shoes at all time while on duty. Boots/shoes must be kept in a well-maintained condition to ensure employee safety. The City reserves the right to determine if the boot or shoe is appropriate to the job classification in conformance with applicable CAL-OHSA regulations and City/Departmental policies.

ARTICLE SEVEN

HEALTH AND WELFARE BENEFITS

Section 1: Medical

The City offers various medical plans to employees. The City reserves the right to select, administer, or fund any fringe benefit programs involving insurance that now exist or may exist in the future.

The City shall meet with the Union prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

Section 2: Cafeteria Plan

The City and Union agree to a section 125 cafeteria plan (non-cash out), for this bargaining unit effective January 1, 2015. The City will adhere to the cafeteria plan requirements in accordance with IRS Section 125 regulations. The City shall provide to each employee in this bargaining unit a monthly allowance toward the cost of his/her medical plan as outlined in Subsection A and B below. In the event an employee does not exhaust nor exceed his/her monthly medical allowance, the employee shall be allowed to apply any unused portion towards the purchase of dental, vision, supplemental or ancillary plans offered through the City and approved by the Director of Human Resources.

- A. For employees enrolled in either the HMO or PPO (non-HSA) medical plans, the City shall pay up to \$1,120 per month of the cost of the plan for employees and eligible dependents. The cost of any plan selected by the employee that exceeds \$1,120 shall be paid by the employee through a pre-tax payroll deduction.

- B. For Employees enrolled in the PPO/HSA plan, the City shall pay up to \$870 per month of the monthly cost of the plan for employees and eligible dependents. In addition, for each employee enrolled in a PPO/HSA plan, annually the City shall make lump sum contributions to a health savings account (HSA) as follows: \$1,500 in January, and \$500 each in March, June and September. The cost of any PPO/HSA plan selected by the employee that exceeds \$870 shall be paid by the employee through a pre-tax payroll deduction.

Section 3: Dental:

The City of Vernon provides a dental insurance plan to employees. In the event an employee does not exceed his/her monthly employer medical allowance, the employee shall be allowed to apply any unused portion toward the purchase of dental insurance for himself/herself and

eligible dependents. The cost of any plan selected by the employee that exceeds his/her monthly employer medical allowance shall be paid by the employee through a pre-tax payroll deduction.

Section 4: Vision

The City of Vernon provides a vision care plan to employees. The City shall pay 100% of the cost of such a plan for employees only. Employees shall have the option of purchasing vision care for their dependents at a cost of \$6.95 for one dependent or \$13.95 for two or more dependents. In the event an employee does not exceed their monthly employer medical allowance, the employee shall be allowed to apply any unused portion towards the purchase of additional provided coverage for vision care.

Section 5: Life Insurance

The City provides a \$20,000 life insurance plan to employees. The City shall pay 100% of the cost of such plan for employees. The City's agreement to pay full or partial costs of said premiums shall not create or ripen into a vested right for said employee. In the event an employee does not exceed his/her monthly employer medical allowance, the employee shall be allowed to apply any unused portion towards the purchase of additional provided coverage for supplemental life insurance.

Section 6: Deferred Compensation

Employees are eligible to participate in the City's Deferred Compensation Program.

Section 7: Other City Employee Programs

Employees are eligible to participate in all City sponsored programs adopted by City Council Resolutions that are intended to benefit all employees in the areas of, but not limited to the following:

- Computer loan purchase plan
- Corrective eye surgery plan
- Flexible Spending Plan
- Hearing aid devise plan
- Tuition reimbursement plan
- Employee Assistance Program (EAP)

ARTICLE EIGHT RETIREMENT

Section 1: Public Employee Retirement System (“PERS”)

The City shall maintain its contract with the California Employees Public Retirement System (PERS) that provides employees with 2.7% at 55 PERS retirement benefit plan.

As a result of the recent passage of AB 340 Public Employee Pension Reform (PEPRA), new CalPERS members hired on or after January 1, 2013 who meets the definition of new member under PEPRA, shall be provided a 2.0% at 62 PERS retirement benefit plan.

Employees shall be responsible for paying their employee's contribution to PERS.

The City and Union agree to a reopener to discuss the impacts and effects if the laws concerning PERS are amended during the term of this contract.

Section 2: Supplemental PERS Retirement Benefits

The City agrees to provide additional supplemental retirement benefits to employees under PERS as follows:

- Gov't Code Section: 20042 — (Classic Members Only) One Year Final Compensation
- New employees hired on or after January 1, 2013 who meet the definition of new member under PEPRA shall receive 3 Year Average Final Compensation
- Gov't Code Section: 21024 - Military Service Credit as Public Service
- Gov't Code Section: 21548 — Pre-Retirement Option 2W Death Benefit
- Gov't Code Section: 21573 — Third Level of 1959 Survivor Benefits

Section 3: Retiree Medical

- A. The City will pay up to the amount equivalent to the then current, lowest cost, employee only HMO insurance premium for the City's medical and/or dental insurance premium(s) for all full-time regular employees who retire at age 60 or later with at least twenty (20) years of continuous uninterrupted service. Retired employees will be permitted to enroll in a higher-cost plan and pay the amount in excess of the HMO equivalent.

- B. All full-time regular employees with at least thirty (30) years of continuous uninterrupted service who retire before the age of sixty (60) years will be permitted to pay their medical and/or dental insurance premiums, and, upon reaching the age of sixty (60), the City will pay up to the amount equivalent to the then current lowest cost, employee only HMO medical and/or dental insurance premium(s).
- C. All full-time regular employees, who retire with a minimum of ten (10) years of continuous uninterrupted service with the City may pay the premium(s) for medical and/or dental insurance.
- D. All retiree medical and/or dental insurance benefits provided pursuant to subsections A, B, and C above, shall be for retired employees only and shall not include their spouses or other dependents.
- E. All retired employees who receive medical and/or dental insurance benefits pursuant to subsections A, B, or C above and who reach the age of sixty-five (65), are required to be enrolled in Medicare, and shall show proof of such enrollment, where upon the City's insurance policy will become supplemental coverage, if applicable.
- F. The City's obligation to make any payment under the retiree medical benefits program shall automatically terminate and cease upon the death of the retired employee.
- G. The offer of the retiree medical benefits is not a vested right for future years.

ARTICLE NINE

HOLIDAYS

Section 1: Holidays

- A. All full-time employees, excluding employees assigned to a 24/7 operation, shall be provided with the following holidays with pay based on the number of hours constituting a regular working day, subject to the provisions below.
1. January 1st - New Year's Day
 2. The 3rd Monday in January – Martin Luther King, Jr. Day
 3. The 3rd Monday in February – Presidents Day
 4. March 31st – Cesar Chavez Day
 5. The last Monday in May – Memorial Day
 6. July 4th – Independence Day
 7. The first Monday in September – Labor Day
 8. The second Monday in October – Columbus Day
 9. November 11th – Veterans Day
 10. The 4th Thursday in November – Thanksgiving Day
 11. December 24th – Christmas Eve
 12. December 25th – Christmas Day
 13. December 31st – New Year's Eve
 14. Such other days as may be designated as holidays by the City Council of the City of Vernon (employees assigned to a 24/7 operation shall receive an equivalent number of in-lieu hours)
- B. If an authorized holiday falls on a Sunday, the following Monday shall be treated as the holiday. Holidays falling on a Friday or Saturday, shall not be granted as a holiday to employees.
- C. Temporary, and part-time employees are not eligible for paid holidays.
- D. An employee whose regular shift assignment falls on a scheduled holiday and who is required to work on that day shall be paid at his/her regular rate of pay for the holiday, plus overtime pay for his/her regular hours worked (excluding employees assigned to a 24/7 operation).
- E. Employees assigned to a 24/7 operation shall not be eligible for holiday pay, but shall instead receive In-Lieu Holiday hours equivalent to the applicable calendar year holiday schedule for rest of the Teamsters' members, subject to the provisions below.

Section 2: In-Lieu Holiday Time

- A. An employee regularly assigned to a 24/7 operation whose duties are such that they do not receive the benefits of regular legal holidays, shall be granted In-Lieu Holiday hours

equivalent to the applicable calendar year holiday schedule for rest of the Teamsters' members effective January 1st of each calendar year.

- B. Such In-Lieu Holiday time shall only be granted so long as said employee is on the active payroll of the Department.
- C. In-Lieu Holidays must be taken prior to December 31st. Holidays may be taken as days off at the employee's discretion, subject to the approval of the Department Head or designee.
- D. It shall be the responsibility of the employee to make a record of a good faith effort to utilize all In-Lieu holiday time within the applicable calendar year. If such effort is demonstrated, in or about January of each year, the employee shall be paid for said In-Lieu Holidays not taken within the preceding calendar year. Compensation for unused In-Lieu holidays shall be calculated using the employee's regular rate of pay, including all compensation computed in accordance with the applicable base rate, as of December 31st of the applicable calendar year.
- E.
- F. An employee who resigns, retires, transfers out of a 24/7 operation or is terminated shall be compensated on a prorated basis for In-Lieu holiday time not yet taken. Proration shall be determined by the number of holidays that occurred in the calendar year prior to the resignation, retirement, transfer, or termination.

ARTICLE TEN
VACATION

Section 1: Vacation Leave

All full-time employees shall accrue vacation according to the following schedule:

4/10 Schedule:

<u>Continuous Years of Service</u>	<u>Vacation Hours Earned</u>	<u>Bi-Weekly Accrual</u>
1 st year thru 4 th year	80	3.08
5 th year thru 9 th year	100	3.85
10 th year thru 14 th year	120	4.62
15 th year thru 24 th year	160	6.16
25 th year and more	190	7.31

24/7 Operation:

1 st year thru 4 th year	96	3.69
5 th year thru 9 th year	120	4.61
10 th year thru 14 th year	144	5.53
15 th year thru 24 th year	192	7.38
25 th year and more	228	8.76

If the City agrees to increase the vacation accrual for other employee groups (outside of the Teamsters' Union), excluding executives, who have worked for the City for 25 years or more, the City agrees to a re-opener at the Union's request to discuss the differing vacation policy(ies).

Section 2: Vacation Accumulation

- A. No vacation leave shall be carried over into the next calendar year that exceeds the maximum number of hours the employee was eligible to accrue during the immediately preceding year. In or about January of each year, employees shall be compensated for unused accrued vacation benefit in excess of the allowed accumulated amount referenced above. Compensation for unused vacation in excess of the allowed accumulated maximum shall be calculated using the employee's regular rate of pay, including all compensation computed in accordance with the applicable base rate, as of December 31st of the applicable calendar year.
- B. No vacation leave shall be accumulated by employees while they are on an unpaid leave of absence or unpaid non-work related disability leave.
- C. In the event one or more City holidays fall within a vacation period, such holidays shall not be charged as vacation leave. (Except for employees assigned to a 24/7 Operation)
- D. Upon separation from City employment, compensation shall be paid for vacation leave which has been earned but not taken at the employee's regular rate of pay, including all

compensation computed in accordance with the applicable base rate, at time of separation.

Section 3: Scheduling of Vacation

- A. Vacation leave shall be scheduled with the approval of the Department Director or his or her designee by submitting a Leave Request Form in writing, within ten (10) business days before the beginning of the vacation. Vacation leave requests for extended times (3 weeks or more), unless an unforeseen emergency exists, shall be submitted at least thirty (30) days in advance of the beginning of the vacation. Vacations shall be approved subject to the needs of the department. The employee's seniority and wishes will be factors that are considered during the scheduling process. Non-earned vacation leave shall not be allowed. Notwithstanding the aforementioned, Department Heads can continue to exercise discretion in granting vacation leave request.

- B. Vacation leave requests shall not be in excess of that actually earned at the time it is requested or in excess of the regular scheduled workweek.

ARTICLE ELEVEN

SICK LEAVE

Section 1: Sick Leave

- A. Employees shall accrue 80 hours of sick leave per year, accruing 3.08 of sick hours over 26 pay periods per year. If the employee works, or is on regular paid status, less than a full year, the hours of sick leave will accrue on a pro rata basis. Employees only receive sick leave accrual while they are in a paid status.
- B. The City shall allow carry-over of sick leave up to the maximum cap of 960 hours of sick leave. This bank of carry-over sick leave would provide a cushion for longer-term illnesses and injuries.
- C. Annually, any sick leave hours exceeding 960 will be compensated for at the end of the year at 50% of the employee's regular hourly rate.
- D. If an employee resigns from the City with 20 years or more of continuous service, he/she will be compensated for all unused sick leave hours in his/her sick leave bank at the time of separation at 50% of his/her then current regular hourly rate of pay.
- E. If an employee retires from the City with 15 to 20 years of continuous service, he/she will be compensated for all unused sick leave hours in his/her sick leave bank at the time of separation at 50% of his/her then current regular hourly rate of pay. If an employee retires from the City with 20 or more years of continuous service, he/she will be compensated for all unused sick leave hours in his/her sick leave bank at the time of separation at 100% of his/her then current regular hourly rate of pay.
- F. An employee who is out on sick leave for more than two (2) consecutive days shall be required to provide the City with a doctor's note for the sick leave in order to be paid for the sick leave.

ARTICLE TWELVE

LEAVE BENEFITS

Section 1: Jury Duty

- A. All regular full-time employees summoned to serve on jury duty shall be provided “Jury Duty Pay” and there shall be no loss of compensation. An employee will be compensated up to two weeks at full pay for jury duty. The employee must provide notice of the expected jury duty to his or her supervisor as soon as possible, but in no case later than 14 calendar days before the expected start date of the jury duty.
- B. An employee on call for jury duty is expected to report to work. An employee who is called in for jury duty does not have to report to work before or after appearing in court. All employees shall obtain verification of the hours of jury duty performed using verification forms as may be supplied by the court.
- C. Except as herein provided, employees shall remit to the City any compensation received for those days while on jury duty and shall receive regular pay for the time served. Employees shall be reimbursed by the City for the mileage portion of the jury duty compensation. Jury duty performed on an employee’s regular day off shall not be compensated by the city and the employee shall be entitled only to the court’s compensation for duty performed on such employee’s regular day off. Employees assigned to jury duty on a holiday will be considered to have taken such a holiday and will receive regular holiday pay, but the employee shall be entitled to the jury compensation for duty performed on such holiday.
- D. For those employees working graveyard and swing shift, or other shifts starting at an early and/or late hour (i.e., 5:00 a.m. or 9:00 p.m.), Management shall reschedule the employee to a day shift with a start time ranging between 7:00 a.m. to 9:00 a.m. Monday thru Friday while the employee is serving on jury duty. This temporary workweek reassignment shall be for the balance of the scheduled workweek. Reassignment of duties may also be made to maximize an employee’s productivity prior to, and following release from jury duty.
- E. If an employee is required to serve on a jury for a period longer than two weeks, the employee shall be entitled, at the employees’ option, to use any accrued leave time, other than sick time, during the period of extended jury service. The employee shall continue to receive all paid benefits, and shall continue to accrue eligible leave benefits.

Section 2: Bereavement Leave

Permanent full-time employees, regardless of period of service, may in the event of death or where death appears imminent, of any "immediate family member" including the equivalent relatives of a registered domestic partner, be allowed up to the equivalent of four (4) work days (total hours may vary depending on work schedule) of bereavement leave without loss of salary.

Relative	All Regular Employees
Spouse	4 work days
Child	4 work days
Registered Domestic Partner	4 work days
Step-Child	4 work days
Parent	4 work days
Step-Parent	4 work days
Mother-in-law	4 work days
Father-in-law	4 work days
Grandchild	4 work days
Step-Grandchild	4 work days
Grandparent	4 work days
Grandparent-in-law	4 work days
Brother	4 work days
Sister	4 work days
Step-Sister	4 work days
Step-Brother	4 work days
Daughter-in-law	4 work days
Son-in-law	4 work days
Brother-in-law*	4 work days
Sister-in-law*	4 work days

*Brother-in-law and sister-in-law are defined as the spouse of the employee's sibling or the sibling of the employee's spouse. .

Bereavement leave is paid over a maximum of eight (8) workdays and is paid in thirty-minute increments. The bereavement leave begins on the first regularly scheduled workday as requested by the employee. If the employee learns of the death while at work, he or she is entitled to leave work immediately; this partial day leave will not be counted towards the bereavement leave. Bereavement leave must be authorized by the employee's Department Director and must be utilized within 15 days of employee learning of the death, or of the date of foreseen imminent death of the immediate family member, unless special circumstances require that the leave begin at a later date. Such requests to the Department Director shall be made within 15 days of the employee learning of the death or of the date of foreseen imminent death and shall not be unreasonably denied.

Upon written verification that funeral services or other related obligations necessitate travel outside of California, the employee shall be entitled to up to two (2) additional days of accrued leave (vacation, compensatory time, in-lieu holiday, or sick leave; said leave to be recorded as vacation, etc.).

ARTICLE THIRTEEN

WORK SCHEDULE AND WORKING CONDITIONS

Section 1: Provisions

The seven (7) day work period shall begin on Sunday at 12:00 a.m. and end on Saturday at 11:59:59 p.m. except as modified by management. In the event the City needs to adjust any work schedule, the City agrees that no such modification will be conducted without first notifying the affected employees a minimum of ten (10) days prior to the change, unless agreed to by the affected employee(s) and the Department Director.

Section 2: 4/10 Work Schedule

The City agrees to continue the 4/10 work schedule for employees assigned to work between Monday – Friday shifts. The basic work schedule shall consist of four (4) consecutive 10-hour days within a seven (7) calendar day period.

Section 3: Work Schedule

It is understood that the City has established a workweek for each covered employee which meets the requirement of the FLSA and which will not result in overtime compensation as part of the normal work schedule. Each non-exempt employee shall be assigned a designated FLSA workweek for the correct calculation of overtime.

All employees shall receive a minimum of two 15-minute breaks and a thirty (30) minute lunch period or sixty (60) minute lunch period per workday.

Section 4: Standby Policy

A. PURPOSE

To have employees on stand-by to respond to major incidents and emergencies during non-working hours which require immediate attention to availability of qualified individuals with expertise in operating, maintaining, restoring and repairing the City's infrastructure.

It is presently anticipated that the need for stand-by will be as follows, with the understanding that actual stand-by staffing, if any, remains at the discretion of the department head:

- 1.- One (1) Water Employee
- 2.- One (1) Building Maintenance Employee
- 3.- One (1) Environmental Specialist
- 4.- One (1) Street Facilities Maintenance Employee

5. One (1) Police Dispatcher

The Emergency Call Back policy is not intended to be used in lieu of a demonstrated need for stand-by.

B. DEFINITIONS

Stand-by: Stand-by duty requires that an employee be accessible, available, and physically able to report to work. The employee must possess a city issued mobile phone device that remains available for immediate contact. The employee must be ready, willing, and able to respond to an emergency or incident or request for assistance based on a pre-arranged schedule. Employees on stand-by must respond to the mobile phone call immediately and be able to respond to the City within 1 hour of being called upon. The department head will determine if an employee is qualified to perform stand-by duties. The stand by duty period shall be defined by the Department Head.

Emergency Call Back: When an employee is called back to the City, or at the direction of their supervisor, after their normal work shifts has been completed or before their normal work shift commences due to an unscheduled emergency or request that affects the City's infrastructure.

C. PAYMENT

Stand-by: Employees on "Stand -By" shall receive two hours of regular straight time compensation for each date that the employee is assigned to be on stand-by. Stand-by time is not counted as hours worked as employees are not restricted in their activities and may engage in non-work related personal activities. On City-recognized Holidays where City Hall is closed, employees on stand-by will be compensated four hours of straight time compensation.

An employee assigned to stand-by who is not available to report will be subject to appropriate disciplinary action unless they provide sufficient notice to their immediate supervisor of their incapacity to respond prior to the call back so that appropriate arrangements can be made so that the stand-by duty is covered.

When an employee on "stand-by" is called back to the City, he/she shall be entitled to "stand-by" pay. The employee shall be paid a minimum of four (4) hours of pay at the appropriate rate based upon the employee's hours worked. Time begins when the call out request is received and ends when the employee returns home. If work is performed remotely, the employee shall receive hour for hour compensation at the appropriate rate based upon the employee's hours worked.

D. CONDUCT WHILE ON "STAND-BY" DUTY

1. While on stand-by duty the employee must be able to respond to the City within sixty 60 minutes of being called, and will carry the city issued phone.
2. The employee will at times remain able to immediately respond to any emergencies.

3. Each employee on stand-by duty is accountable to all of the rules and regulations of the City.
4. In the event of a call back, the employee will wear his/her City uniform, if applicable.

F. ASSIGNED VEHICLES

At the discretion of the department head, employees on stand-by will have use of a City vehicle to travel to and from their houses and call back assignments. When not on call, the City vehicle must be parked in a secure location at the employee's residence.

ARTICLE FOURTEEN

GRIEVANCE PROCEDURE

GRIEVANCE DEFINITION

A grievance shall be defined as an allegation by an employee or the Union of a misinterpretation, misapplication, or violation of a particular provision of this MOU, City policy, rule, or past practice.

DAYS

Days shall be defined for the purposes of this Article as any day in which the City Hall is open to the public for the general conduct of business.

Step One - Immediate Supervisor

Within eight (8) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee(s) or the Union shall initiate the grievance procedure by explaining the situation orally or in writing to the immediate supervisor of the affected employee(s). The Union and/or employee(s) waive the right to proceed with the grievance if the grievant does not initiate the procedure by this deadline. After the presentation of the grievance to the supervisor, the supervisor shall make a decision and present his/her decision, in writing, to the Union and employee(s) within five (5) days.

Step Two - Department Head

If the Union or employee(s) is not satisfied with the decision of the immediate supervisor, the grievant(s) shall present the grievance, in writing, to the grievant's Department Head within five (5) days of the decision of the immediate supervisor. The Union and/or employee(s) waive the right to proceed with the grievance if the grievant(s) does not act by this deadline. Within five (5) days, the Department Head, or the designee of the Department Head, shall meet with the Union and employee(s) to hear the grievance. Within five (5) days of hearing the grievance, the Department head or designee shall present his/her decision, in writing, to the Union and employee(s), with copies to the Human Resource Director and the City Administrator.

Step Three - City Administrator/Advisory Arbitration

If the Union or employee(s) is not satisfied with the result of the meeting with the Department Head, the grievant may request the matter be heard by the City Administrator or designee, or the Union may choose to have the matter heard by an impartial hearing officer (arbitrator).

Should the matter be submitted directly to the City Administrator or designee, he/she shall meet with the Union and/or employee(s) within eight (8) days of receipt of the grievant's written notice. If the Union and/or employee(s) elects to have the matter heard by the City Administrator or designee, the Union and/or employee(s) waives the right to have the matter heard by an arbitrator. Within eight (8) days of hearing the grievance, the City Administrator shall provide

his/her decision, in writing, to the Union and employee(s). The decision of the City Administrator shall be final and binding.

If the Union elects arbitration, costs of the arbitration shall be shared equally between the Union and the City. A court reporter shall be retained only by mutual consent of the parties. The costs of the arbitration, including the court reporter, shall be divided in half (i.e. 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost.

If the Union elects arbitration, the City shall request a list of five (5) arbitrators registered with the American Arbitration Association, California State Conciliation Service or some other mutually agreed upon source within ten (10) days of the Union's request. The Union may delete/strike two (2) names from the list. The City will then select the arbitrator from the remaining names on the list. The selected arbitrator shall serve as the hearing officer. All arbitration proceedings arising under the Grievance procedure shall be governed by the provisions of Title 9, Part 3, of the Code of Civil Procedure of the State of California.

Within eight (8) days of receipt of the arbitrator's recommendation, the City Administrator shall provide his/her decision, in writing, to the Union and employee(s). The recommendation of an arbitrator shall be advisory to the City Administrator or designee. The decision of the City Administrator shall be final and binding.

All time limits specified in the foregoing procedure may be waived only by mutual written agreement.

ARTICLE FIFTEEN

DISCIPLINE PROCEDURE

Definition

Types of discipline include the following: suspension, demotion, reduction in pay or dismissal. For the purposes of this article, verbal counseling, written warning, written reprimand, voluntary demotions, and performance evaluations are not classified as discipline.

Disciplinary Actions

The tenure of every City employee shall be based on reasonable standards of 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 with consideration of 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.

The following procedures shall be followed when, in the judgment of the Department Director, an employee has committed an act or omission that justifies discipline. The Department Director or his/her designee shall advise employees of contemplated disciplinary actions in writing and allow the employee an opportunity to respond to such charges prior to taking final action.

Disciplinary actions should be documented in the employee's official personnel file. Performance deficiencies documented in the employee's performance evaluation as "does not meet standards" 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 the City receiving 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.

Disciplinary Procedure

Prior to the suspension, demotion, reduction in pay or dismissal of any permanent employee for disciplinary purposes, the following procedures shall be followed:

Written Notice of Proposed Action

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include the proposed effective date of the discipline, a statement of the reason(s) for the proposed action, including the rule or standard of conduct allegedly violated, the proposed

discipline and the charge(s) being considered.

Employee Review

The employee shall be supplied with a copy of the documents or materials upon which the proposed disciplinary action is based.

Employee Response/Pre-Disciplinary Conference

The notice of proposed action shall state the date by which the employee must exercise the right to respond orally, in writing or both orally and in writing. This represents the pre-disciplinary opportunity for the employee to state any reasons that he/she believes the proposed action to be inappropriate. The employee shall have a reasonable amount of time to respond, which shall not be fewer than five days. This date may be adjusted by mutual agreement. Failure to respond by the assigned date will constitute a waiver of the right to respond. Any response will be fully considered before any final action is decided upon.

The Pre-Disciplinary Conference does not need to be an evidentiary hearing. An employee has the right to have a representative of his or her own choosing at the conference. The City may conduct further investigation if the employee's version of the facts or new information raises doubts as to the accuracy of the City's information leading to the discipline proposal.

Written Notice of Final Action

After consideration of the employee's response, or in the absence of a response, written notice of the final disciplinary action shall be given to the employee. Such notice shall include essentially the same information contained in the notice of proposed action, except that the employee's formal appeal rights shall be stated.

Emergencies

When, in the opinion of the City, immediate disciplinary action is required to protect the health, safety or welfare of the public, other employees or the employee himself, the employee may be suspended without pay for up to five (5) days pending the processing of the notices required in this article or may be suspended with pay pending the completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken. If the charges and/or allegations are not sustained, the employee suspended without pay shall be entitled to reinstatement with full back pay and benefits. All back pay awards related to suspension, demotions and discharges shall include interest as set by Civil Code §§ 3287 et. seq..

Appeal Procedures

Major Discipline

Any permanent employee in the classified service shall have the right to appeal any dismissal, suspension of thirty (30) hours or more, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to probationary employees. The appeal process shall not be

applicable to performance evaluations, verbal and/or written reprimands.

An employee desiring to appeal the discipline shall have ten (10) days after receipt of final notice of discipline. The employee's request for appeal must be addressed to the City Administrator and received in the Human Resources Division. The Human Resources Division shall date stamp the employee's appeal to verify the timeliness of the appeal.

If, within the 10-day appeal period, the employee does not file the appeal, unless good cause for the failure is shown, the discipline shall be considered conclusive. If the employee files a timely appeal, an arbitration appeal hearing shall be established as follows:

1. The employee shall file a written request with the Human Resources Division for advisory arbitration to the City Administrator or designee. The City and Union will share equally share (i.e. 50/50) the arbitration-related expenses, excluding attorney fees, expert witness(es) and staff time.
2. 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) 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.
3. The selected arbitrator shall serve as the hearing officer.
4. All time limits specified in the procedure may be waived by mutual written agreement.
5. At the conclusion of the hearing, the arbitrator will submit his/her findings to the City and the employee. The opinion shall set forth findings of fact and conclusions. The decision of the Arbitrator will become final unless the City or the employee elects to pursue judicial review under CCP §1094.5.

Minor Discipline

Any permanent employee shall have the right to appeal any suspension below the threshold of major discipline. The appeal process shall not apply to probationary employees.

If the problem cannot be resolved between the employee and the supervisor, the employee may, within ten (10) days from receiving notice of the final discipline, request and be granted an interview with the Department Director or his/her designee in order to discuss the appeal.

The Department Director or designee shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Department Director and employee are unable to arrive at a satisfactory solution, the employee may, within fifteen (15) days from the date of the decision by the Department Director, submit a written appeal to the City Administrator or designee. The City Administrator or designee will respond or schedule a meeting within fifteen (15) days. The City Administrator 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) 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 Administrator shall be final and binding.

ARTICLE SIXTEEN

JOINT LABOR MANAGEMENT COMMITTEE

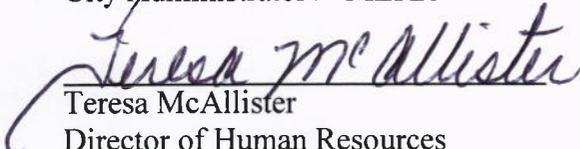
- A. The City and the Union will maintain a Joint Labor Management (JLM) Committee comprised of at least eight (8) members. The City's team shall consist of representatives from the City Administrator's office, the Human Resources Department and management representatives of the City Departments. The Union shall provide up to five (5) City employees and one (1) representative to sit on its committee. Employees who are regularly scheduled to work shall be on paid release time during participation in the JLM Committee. Participation in the JLM Committee is considered Union Business, and as such, any release time under this section shall not result in the City incurring any overtime. Additional department and employee representatives may participate on the Committee to deal with departmental matters which may be addressed. This Committee shall meet at least semi-annually to discuss matters of concern to both management and the Union and a written summary of each meeting shall be prepared by the City. The Committee shall be authorized to schedule meetings more frequently than the semi-annual ones required herein in order to expeditiously respond to concerns properly before the committee.
- B. The JLM Committee shall be utilized to allow the parties to discuss matters affecting the workplace environment.
- C. The JLM Committee shall not be a means for participating in the meet and confer process as provided for by Government Code Sections 3500 et. Seq. The JLM Committee's meetings shall not be "Meet and Confer" sessions as that term is used in Government Code Sections 3500 et. seq.
- D. JLM Committee consideration of proposed changes in terms and conditions of employment shall not occur and is not a condition precedent to the exercise by the City of its rights.

SIGNATURE PAGE

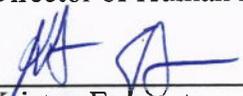
CITY OF VERNON



Mark Whitworth
City Administrator / "MERR"



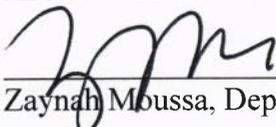
Teresa McAllister
Director of Human Resources



Kristen Enomoto
Deputy City Administrator



Alex Kung
Economic Development Manager

APPROVED AS TO FORM:


Zaynah Moussa, Deputy City Attorney

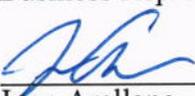
TEAMSTERS LOCAL 911



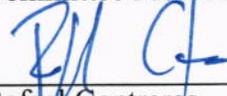
Raymond B. Whitmer
Secretary-Treasurer



Carlos Rubio
Business Representative



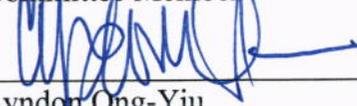
Juan Arellano
Committee Member



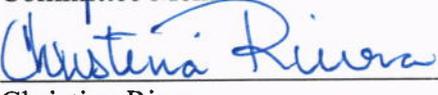
Rafael Contreras
Committee Member



Cerissa Diaz
Committee Member

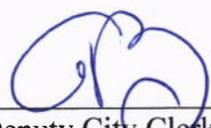


Lyndon Ong-Yiu
Committee Member



Christina Rivera
Committee Member

APPROVED AND ADOPTED BY CITY COUNCIL ON 10/21/14 PER
RESOLUTION NO. 2014-66

ATTEST:


Ana Barcia, Deputy City Clerk

Dated: 11/24/14