



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

CITY OF VERNON

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL 47**

July 1, 2016 through June 30, 2019



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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF VERNON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into with reference to the following facts:

- A. Representatives of management for the City of Vernon (hereafter “City”) and representatives of the International Brotherhood of Electrical Workers, Local # 47 (hereafter “Union”) have met on a number of occasions and have 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 in the Utility Unit.
- B. The management representatives and the representatives of the Union have reached an understanding as to certain recommendations to be made to the City Council for the City of Vernon and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will establish the provisions regarding wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.
- C. This MOU incorporates, contains and represents all of the terms and conditions agreed upon by both parties as of July 1, 2016. Any previous agreements/practices which are contrary to the language in this MOU shall be null and void.

THEREFORE, the representatives of the City and the Union agree as follows:

The parties hereto have jointly recommended to the City Council of the City of Vernon that one or more salary resolutions be adopted effectuating the following provisions related to salaries, fringe benefits and other terms of employment for IBEW Union members.

ARTICLE ONE

FUNDAMENTALS

Section 1: Recognition

The City recognizes the International Brotherhood of Electrical Workers, Local 47 (“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

Both the City and the Union recognize the continuing obligation to provide electrical, gas and water service to the City of Vernon. Accordingly, during the term of this agreement, the Union, its officers, agents, representative and/or members agree they will not cause, condone or participate in any strike, walk out, work stoppage, job action, slowdown or sickout, including compliance with a request of other labor organizations to engage in any or all of the preceding activities.

During the term of this agreement, the City agrees it will not lockout employees represented by the Union.

Section 4: City/Union Meetings

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

Section 5: Union Business

A. Access to Facilities

Except as specifically identified in Section C 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.

B. Shop Stewards

The City agrees to recognize up to three (3) Stewards appointed by the Union. The Union shall notify the City in writing of the names of each Steward.

C. Union Business

The 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 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 provide a total of 3 days (up to 36 hours) of paid release time per year for employees selected by the Union to attend a Union-sponsored Steward seminar or training 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 selected employees 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 6: 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; and to expand or diminish services;
- Determine the procedures and standards of selection of employment and promotions;
- Direct its employees;
- Establish and enforce dress and grooming standards;
- Relieve its employees from duty because of lack of work or other lawful reasons subject to the layoff procedure set forth in this memorandum of understanding;
- 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 subject to the Contracting Provision set forth in this memorandum of understanding;

- 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 for cause in accordance with applicable laws and with the provisions of this MOU, and in accordance with Article XV – Discipline Procedure.
- 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 7: 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.

The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

Section 2: Term

- (a) Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 2016, and shall remain in full force and effect up to and including midnight, the 30th day of June 2019, 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.

Except as otherwise provided in Article IV, Section F, herein, 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, 2019 and March 1, 2019.

Section 3: Maintenance of Existing Conditions

Any employment policy, practices and/or benefits, including the alternative workweek schedule and overtime compensation are incorporated into this Memorandum of Understanding, unless otherwise stated herein. In the event of a conflict between the Memorandum of Understanding and an existing policy and/or practice, this Memorandum of Understanding shall govern.

Section 4: Modification and Waiver

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.

Section 5: Severability

In the event that a court finds any provision(s) of this Memorandum of Understanding to be invalid or unenforceable, the parties intend that the remaining provisions remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

ARTICLE THREE

ORGANIZATIONAL SECURITY

Section 1: 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 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 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.

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 a non-labor, non-religion charitable fund, tax exempt under section 501(c)(3) of the Internal Revenue Code, chosen by the employee.

Whenever a unit member becomes 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 of 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.

Section 2: Contracting Out Provision

The City and the Union share a common interest in maintaining the stability and the security of the City's workforce. As such, the City agrees to notify the Union prior to any decision to contract with an outside party if such contracting out will have a significant, long-term impact on work performed by employees in classifications represented by the Union.

Such notification will be given before a decision to contract out is made, and the Union will have an opportunity to comment prior to a determination by the City to enter into contracting arrangements.

If such contracting out will result in potential layoff of any unit member(s), the City shall meet and confer over the impact and effect such contracting out will have on the membership.

This provision shall not apply to contracts already established at the time this MOU is adopted.

ARTICLE FOUR COMPENSATION

Section 1: Salaries

- A. Effective July 10, 2016 (the first day of the first full pay period in Fiscal Year 2016-2017), each employee represented in the IBEW 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 (Addendum B), at the grade and step that is closest to but not less than his/her current base salary. If the parties are unable to finalize all classification and compensation studies by July 1, 2016, the parties agree to finalize the studies no later than January 1, 2017. Employees who are entitled to a change in their compensation under this section shall have such change retroactively implemented to July 10, 2016 as soon as the parties finalize the classification and compensation study. The parties further agree that if they are unable to reach agreement regarding the classification and compensation studies, those disputes shall be submitted to the City Administrator for final determination.
- 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, and shall not be eligible for any or all of the three (3) salary adjustments set forth in subsections (C), (D), and (E) below, if they are still above step five of their classification salary range.
- C. Effective July 10, 2016 (the first day of the first full pay period in Fiscal Year 2016-2017), eligible employees represented in the IBEW Union shall receive a two percent (2%) salary adjustment.
- D. Effective July 9, 2017 (the first day of the first full pay period of Fiscal Year 2017-2018), eligible employees represented in the IBEW Union shall receive a two percent (2 %) salary adjustment.
- E. Effective July 8, 2018 (the first day of the first full pay period of Fiscal Year 2018-2019), eligible employees represented in the IBEW Union shall receive a two percent (2%) salary adjustment.
- F. Attached as “Addendum C” is a listing of the IBEW represented positions and the hourly, monthly or annual salaries of each classification and a notation of the benchmarked positions. It is understood that the information listed in Addendum C may become outdated during the term of this Agreement.

Section 2: Merit Steps

- A. Effective July 10, 2016, employees who are not at the top step of their Classification Compensation Plan shall move to the next step on the Plan, if the employee achieved a “satisfactory” performance evaluation or better as of their immediately preceding

performance evaluation. During the second and third years of this Agreement only, the City agrees to provide merit salary advances to employees who achieve an overall “above average” as of their immediately preceding performance evaluation (s). Employees shall continue to receive their annual evaluations as scheduled in the City’s Performance Evaluation Policy and employees may receive more than one merit salary advance during the term of this Agreement.

- B. The merit salary advances earned during the FY 16-17 fiscal year shall go into effect on July 9, 2017. The merit salary advances earned during the FY 17-18 fiscal year shall go into effect on July 8, 2018. The parties agree to reopen negotiations regarding this Section B, at the City’s option, based on the City’s financial position to afford the merit salary advances.
- C. The effective date of these merit salary advances (described in Section B above) shall not alter the employee’s actual classification anniversary date.

Section 3: Temporary Upgrade Pay – Special Assignment

Employees assigned to the Electric Operations Group, who in the discretion of the Department Head or his/her designee, are authorized to assume the duties of a higher level position and who are temporarily assigned by the Department Head or his/her designee to perform the duties of said higher level position shall receive a temporary Utilities Systems Operation Premium (USOP) increase of five percent (5%) after a total of three (3) hours worked in the higher class within an assigned shift, retroactive to the first hour for those hours worked in the higher classification. An employee will not be reassigned for the purpose of avoiding the USOP within an assigned shift.

The department head shall post a list of employees who are determined to be qualified for temporary upgrade. The list shall contain the title of each classification in which the employee is deemed eligible to perform at the higher level position.

The employee shall have the option to decline the temporary upgrade.

Section 4: 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.

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 before December 31, 2013.

The longevity program described in this Section will apply to all employees employed on or after July 1, 1994, and before December 31, 2013.

Five (5) Years of Service

All eligible employees who are employed on or after July 1, 1994, and 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 before December 31, 2013.

Section 6: Promotions

Upon promotion, employees will be placed at the step within the grade for the position which results in at least a five percent (5%) increase, except that such increase cannot extend beyond the top step of the range. Please refer to Personnel Policy II-3, Salary Plan Administration for specific terms and policy.

Section 7: Reclassification

In any case where a position is reclassified to a class with a salary grade having a higher maximum salary rate, and the incumbent meets the minimum qualifications for the new class, and is in fact performing the full range of duties and responsibilities of the new classification, the incumbent shall be placed at the step within the new salary grade that is closest to his/her current salary and that would provide a minimum of a five percent (5%) increase, not to exceed the maximum of the grade. Consideration of the reclassification recommendation shall be based on competitive conditions and the City's ability to pay and shall be subject to approval by the City Council. Please refer to Personnel Policy II-2, Reclassification Plan for specific terms and policy.

ARTICLE FIVE

OVERTIME

Section 1: Overtime Authorization

All overtime requests must have prior written authorization of a 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: Overtime Compensation

Employees will be paid overtime at time and a half (1.5) of their regular hourly rate for all eligible hours worked in excess of forty (40) hours in a single workweek. Time worked after four consecutive overtime hours of the employee's regular shift, shall be paid at the double time rate.

Holidays (regular, in-lieu and floating), sick time, vacation time, compensatory time, paid jury duty 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. Planned 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.

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 work day 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 hours of work at the applicable overtime rate. Any hours worked in excess of four hours shall be credited for actual time worked at the applicable rate. During emergency call back, any paid sick leave hours taken during that week shall be counted as hours worked for the purpose of computing overtime.

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.

ARTICLE SIX
UNIFORMS, ALLOWANCE AND SAFETY EQUIPMENT

Section 1: Uniforms

The City shall provide uniforms in accordance with departmental policy to all personnel who are required to wear uniforms while on duty.

Uniforms issued by the City are considered as compensation and the value of such is reported to the Public Employees' Retirement System annually as special compensation.

Section 2: Safety Boot/Shoe Allowance

The City will provide a safety boot/shoe allowance of \$200.00 payable in January of each year of the contract 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-OSHA regulations and City/Departmental policies.

Employees receiving the boot/shoe allowance are required to wear the prescribed boots/shoes at all times while on duty. Employees must maintain boots/shoes in proper condition to ensure employee safety. The City reserves the right to determine if the boot or shoe is appropriate to job classification in conformance with applicable CAL-OSHA 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-cashout), for this bargaining unit effective July 1, 2016. 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 through C 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. Effective July 1, 2016, the City shall provide a contribution equal to the total premium costs of Employee-Only, Employee + Spouse, Employee + Child(ren), or Employee + Family lowest-cost HMO, lowest-cost Dental DMO, and lowest cost vision plan that corresponds with the employees' benefit selection. Employees who elect a health plan whose premium cost is higher than the Low HMO medical, dental and vision, will be responsible for any applicable excess premium costs. However, if an employee opts out of dental and/or vision coverage, then they may use these allotments for those respective coverages to pay towards the excess medical premiums. The City understands that the allotment amounts will vary based on the premium costs that go into effect on January 1 of each calendar year of the term of this Agreement.
- B. During the term of this Agreement, Employees will be allowed to opt in to the Employee + Family plan during any open enrollment period or upon a qualifying event as prescribed and defined by the City's insurance provider.
- C. For Employees electing Employee-Only, Employee + Spouse or Employee + Child(ren) plans, the maximum contribution by the City shall be either the amount set forth in Section A or \$1120, whichever is greater. For employees enrolled in the PPO/HSA plan, the City shall pay up to 100% of the monthly cost of the plan for employees and eligible

dependents, not to exceed \$870 per month. 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.

Employees who are military veterans who receive medical coverage through the Veterans Administration (VA) shall be exempt from the requirement to enroll in the City's medical plan. Employees who have medical coverage through the VA shall still be entitled to enroll in the City's dental, vision insurance and to purchase other supplemental benefits up to the amount they would have received for their elected VA medical coverage tier. For example, if an employee who receives medical insurance through the VA elects Employee Only medical coverage tier, then he or she is eligible to receive cafeteria benefit amount up to the lowest cost HMO employee only tier.

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, as designated by their election of medical coverage. . 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. The City agrees that all itemized benefit amounts specified in the City of Vernon Vision Plan (CVVP) that fall below \$150 shall be raised to \$150.

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. Should the

City adopt a resolution that allows employees to contribute accrued sick leave to deferred compensation contributions, the parties agree to re-open this provision to allow IBEW-represented employees to participate in such 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

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 IBEW employees with 2.7% at 55 PERS retirement benefit plan.

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

IBEW members shall be responsible for paying 100% of their PERS employee’s contributions.

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

The City makes no representation as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income. Employees/Union expressly acknowledge that any determination by CalPERS to not fully credit the compensation and/or service time provided under this Agreement is not a proper basis on which to void the Agreement. Employees/Union further acknowledge that they will not pursue any claim or action against the City related to any determination made by CalPERS in connection with this Agreement.

Section 2: Supplemental PERS Retirement Benefits

The City agrees to provide additional supplemental retirement benefits to IBEW 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 sixty (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. Eligible retired employees may opt not to enroll in the City's medical and/or dental insurance coverage and instead receive a monthly reimbursement payment equivalent to the then-current lowest cost City-offered Employee-only medical-HMO and/or dental HMO insurance premium. An eligible retired employee who chooses this option and later has no reimbursable expenses is still eligible to receive the reimbursement at a later time when he or she does have qualifying reimbursable expenses. Once an employee who has opted out reaches Medi-care eligibility, the retiree shall receive a monthly reimbursement equal to the then-current cost of supplemental coverage. Once a retired employee opts not to enroll in the City's medical and/or dental insurance, he or she will not be allowed to re-enroll in the City's health plans.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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 the 12-hour rotating shift (DuPont Schedule) or any Resource Scheduler on the Tuesday through Friday schedule, shall be provided with the following holidays with pay 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
- 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 an authorized holiday to employees.
- C. Temporary, and part-time employees are not eligible for paid holidays.
- D. An employee whose regular 4/10 shift assignment falls on an authorized holiday and who is required to work on that day shall be paid at his/her regular hourly rate of pay for the holiday, plus 2X (two times) his/her regular hourly rate of pay for the actual hours he/she was required to work on the authorized holiday.
- E. If New Year's Day or Christmas Day falls on a Friday or Saturday, and the 4/10 employee is required to work on that day, he/she shall not receive holiday pay (as set forth in subsection B above), but shall be paid 2X (two times) his/her regular hourly rate of pay for the actual hours he/she was required to work on that day.
- F. Employees assigned to the 12-hour DuPont Schedule and the Tuesday through Friday Resource Scheduler schedule shall not be eligible for Holiday pay, but shall instead receive forty-eight (48) hours of In-Lieu Holiday time subject to the provisions below.

Section 2: In-Lieu Holiday Time

- A. An employee regularly assigned to the 12-hour rotating shift (DuPont Schedule) whose duties are such that he/she does not receive the benefits of regular legal holidays, shall be granted 48-hours of In-Lieu Holiday time effective July 1st of each fiscal year.
- B. An employee regularly assigned to the classification of Resource Scheduler, whose regular work schedule of Tuesday through Friday is such that he/she shall not receive the benefits of regular legal holidays of the City of Vernon, shall be granted 120-hours of In-Lieu Holiday time effective July 1st of each calendar year.
- C. Such In-Lieu Holiday time shall only be granted so long as said employee is on the active payroll of the Department.
- D. In-Lieu Holidays must be taken prior to June 30th of the fiscal year in which they are provided. Holidays may be taken as days off on dates desired by the employee subject to the approval of the Department Head or designee.
- E. Such In-Lieu Holidays not taken within the prescribed timeline, shall not be paid for unless the employee was continuously denied the opportunity to utilize them during the fiscal year for which such In-Lieu Holidays were granted. In that case only, the employee shall be paid for said In-Lieu Holidays not taken with his or her first payroll check on or after June 30th of the year in which the in-lieu holidays were granted, at his or her then regularly hourly rate of pay, excluding all other compensation computed in accordance with the applicable salary.
- F. An employee who resigns, retires, transfers into a 4/10 work schedule or is terminated shall not be entitled to any compensation for In-Lieu Holidays not taken unless previously denied.

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

12-Hour Rotation Shift (DuPont Schedule):

1 st year thru 9 th year	120	4.62
10 th year thru 14 th year	160	6.16
15 th year and more	160 + one week's equivalent	6.16
	salary on anniversary date and each anniversary date thereafter.	

Section 2: Vacation Accumulation

- A. Accumulation and carry-over of vacation leave shall be limited to a maximum of the 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.
- B. No vacation leave shall be accumulated by employees while they are on an unpaid leave of absence or 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.
- D. Upon separation from City employment, compensation shall be paid for vacation leave which has been earned but not taken.

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 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.

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

ARTICLE ELEVEN

SICK LEAVE

Section 1: Sick Leave

Full-time Employees shall accrue up to 80 hours of sick leave per calendar year, at a rate of 3.08 of sick leave hours per pay period. If the full-time 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. Part-time and temporary employees (excluding CalPERS retired annuitants) working for 30 or more days within a year shall be entitled to accrue paid sick days at the rate of one (1) hour per every 30 hours worked. Employee shall only receive sick leave accrual while they are in a paid status.

- A. The City shall allow annual carry-over of sick leave hours up to a maximum accrual cap of 960 hours. This bank of carry-over would provide a cushion for longer-term illnesses and injuries.
- B. Employees will continue to accrue sick leave hours at the 80 hours per year rate, and any sick leave hours exceeding 960 will be compensated for at the end of the year at 50% of the employee's hourly rate.
- C. Sick leave shall be allowed only for actual illness or injury not arising out of and in the course of employment. If sick leave on account of illness or injury exceeds two (2) working days, the employee, prior to returning to work, shall submit a statement from a physician or a qualified medical professional approved by a physician, certifying that the employee's physical condition prevented the employee from performing the duties of said employee's position during the period of absence. All sick leave shall be approved by the department head. Notwithstanding the above, the City may require verification of sick leave use whenever it has reason to believe there is misuse, abuse or a pattern of abuse.
- D. Except as hereinafter provided, upon retirement or disability retirement pursuant to City Council approval, or under the State Employees' Retirement System or pursuant to the provisions of any applicable agreement between the City and a state retirement system, or upon death, accumulated and unused sick leave credit shall be paid on the following basis:
 - a. Employees employed for a continuous period of five (5) years or more, but less than ten (10) years, immediately preceding said retirement or disability retirement shall receive payment comparable to twenty-five percent (25%) of accumulated and unused sick leave. Upon the death of such person so employed for said continuous period immediately preceding said employee's death, the estate or beneficiary of the deceased shall receive said payment.
 - b. Employees employed for a continuous period of ten (10) years or more immediately preceding said retirement or disability retirement shall receive payment comparable to fifty percent (50%) of accumulated and unused sick leave. Upon the death of such person so employed for said continuous period

immediately preceding his death, the estate or beneficiary of the deceased shall receive said payment.

Section 2: Family Sick Leave (Kin Care)

Employees may use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not more than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for qualifying family illness as follows: Sick leave for family illnesses will be allowed only for the sickness of the spouse of, or the children of, or mother or father of, the employee living within the same household. In the case of joint custody of a child, illness of the child occurring at the other custodial parent's house may also qualify. All family sick leave shall be approved by the department head.

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. Employees shall notify their supervisor on the day they are released from their jury duty obligations.
- 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 jury’s compensation for duty performed on such employee’s regular day off. Employees assigned to jury duty on a City authorized 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. This temporary reassignment shall be only for the duration of the jury duty. Reassignment of duties may also be made so that the employee may have more productive time prior to, and following release from, jury duty.

Section 2: Military Leave of Absence

Military leave shall be granted in accordance with the provisions of applicable federal and state law. Every employee entitled to receive the benefits of military leave shall give his/her Department Director the opportunity, within the limits of the law and military necessity, to determine when such leave shall be taken.

Section 3: Bereavement Leave

Permanent full-time employees, regardless of period of service, may in the event of death or if death appears imminent, of any “immediate family member” as defined below including the equivalent relatives of a registered domestic partner, be allowed up to the equivalent of four (4) work days (40 or 48 hours, based upon the employee’s regular 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
Step-Parent-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

For purposes of this provision, “brother-in-law” and “sister-in-law” are defined as the brother-in-law or sister-in-law of the employee, or sibling of the employee’s spouse.

Bereavement leave is paid over a maximum of seven (7) work days 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 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.

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 effected employees a minimum of 10 days prior to the change unless agreed to by the effected employee(s) and the Director of Gas & Electric or designee.

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.

Section 3: DuPont Schedule

The DuPont rotating shift plan provides 24/7 coverage of critical operational positions. This type of schedule has been utilized successfully in several United States industries in order to enhance workplace safety, provide additional rest for staff, decrease calls backs and allow for more shift coverage. 24-hour operation staff shall work a twelve hour shift. Vernon Gas & Electric Utilities Dispatchers and Electric Operators are assigned to these shifts.

Section A: General 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 effected employees a minimum of ten calendar days prior to the change unless agreed to earlier by the effected employee(s) and the Director of Gas & Electric or designee.

Day 1 of these Dupont schedules typically begin on a Monday but Day 1 can be any day of the week. At the end of the cycle, the entire sequence starts over. Crews are able to review schedules in advance for planning.

Section B: DuPont 4 Schedule

The DuPont 4 schedule consists of 4 crews rotating in 12 hour shifts day and night to provide 24/7 coverage. The DuPont 4 schedule consists of a 4-week cycle during which each team works as follows:

- 4 consecutive night shifts, followed by 3 consecutive days off duty;
- 3 consecutive day shifts, followed by 1 day off duty;
- 3 consecutive night shifts, followed by 3 consecutive days off duty;
- 4 consecutive day shifts, followed by 7 consecutive days off duty.

Section C: Dupont 5 Schedule

The DuPont 5 schedule consists of 5 crews rotating in 12 hour shifts day and night to provide 24/7 coverage. The DuPont 5 schedule consists of a 10-week cycle during which each team works as follows:

- 4 consecutive night shifts, followed by 3 consecutive days off duty;
- 3 consecutive day shifts, followed by 1 day off duty;
- 3 consecutive night shifts, followed by 3 consecutive days off duty;
- 4 consecutive day shifts, followed by 4 consecutive days off duty;
- 4 consecutive relief shifts (12 hours), followed by 6 consecutive days off duty;
- 4 consecutive night shifts, followed by 3 consecutive days off duty;
- 3 consecutive day shifts, followed by 1 day off duty;
- 3 consecutive night shifts, followed by 3 consecutive days off duty;
- 4 consecutive day shifts, followed by 4 consecutive days off duty;
- 3 consecutive relief shifts (12 hours), followed by 7 consecutive days off duty;

Section 4: Standby Policy

Stand-by time is that period of time other than the employee's regularly scheduled working hours when an employee, at the direction of his/her Department Head, is on standby duty.

The Department Head shall post a list of employees who are determined to be qualified to perform stand-by-duty. The list shall contain the title of each classification in which the employee is deemed eligible to perform stand-by duty. The stand-by duty and period shall be defined by the Department Head. The stand-by list will be made available 72 hours, or as soon as practical, prior to the start of stand-by.

4/10 Schedule

The stand-by rotation list for employees working the 4/10 work schedule will first be filled through volunteers from the respective classification, and then from volunteers from other classifications who are deemed eligible for stand-by in that classification. If there are no volunteers available, employees shall be involuntarily placed on stand-by status pursuant to a rotational plan within the respective classification from the list of employees qualified to perform stand-by duties.

DuPont Schedule

The stand-by rotation list for employees working under the DuPont 4 or DuPont 5 Schedule will be filled through a mandatory rotation list during the employees' day off-cycle. Unless it is determined an emergency or voluntary basis, it is not the City's intent to place employees on stand-by during their scheduled 6 or 7-day off cycle under the DuPont 4 or DuPont Schedule.

Stand-by duty employees are free to engage in personal business and activities. However, in order to be eligible for stand-by duty and pay, employees must:

- A. Be ready to respond immediately.
- B. Be reachable by City-issued cell phone.
- C. Be able to report to work within one (1) hour of notification.
- D. Refrain from activities that might impair their ability to perform assigned duties. This includes, but is not limited to, abstaining from the consumption of any alcoholic beverage and the use of any illegal drug or incapacitating medication.
- E. Respond to any call back during the assigned standby duty.

Employees on stand-by shall receive two (2) hours of regular straight time compensation for each day that the employee is assigned stand-by.

On City recognized Holidays, employees on stand-by will be compensated four (4) hours of straight time compensation.

An employee assigned to stand-by who is not available to report may be subject to appropriate disciplinary action, unless he/she provides sufficient notice to his/her immediate supervisor of incapacity to respond prior to the call back so that appropriate arrangements can be made so that the stand-by duty is covered.

Section 5: Performance Evaluations

It is agreed that an employee is not required to sign his/her Performance Evaluation when first presented with it. The employee's signature is an acknowledgment that the performance appraisal was discussed. The signature does not necessarily mean that the employee agrees with evaluation content. If there is a refusal to sign a performance evaluation, the supervisor shall note on the performance evaluation the refusal of the employee to sign. The employee may enter remarks in the space provided or attach a separate written response specific to the evaluation within ten calendar days of the employee's receipt of the Performance Evaluation. An employee shall receive a copy of the performance evaluation and the department may place a copy in an internal file. Please refer to Personnel Policy IV-1, Performance Evaluations for detailed procedures and policy.

ARTICLE FOURTEEN

GRIEVANCE PROCEDURE

Definition

A grievance shall be defined as an allegation by an employee or the Union of 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

Employees shall have the right to present their own grievance or do so through their Union representative.

Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which (a) identifies the aggrieved, (b) contains the specific nature of the grievance, (c) indicates the time or place of its occurrence, if known, (d) states the article(s) of the MOU, City policy, rule or past practice which have been violated, misinterpreted or misapplied, (e) indicates the persons contacted at the informal stage, if applicable, and (f) states the corrective action desired. Grievances may be submitted via email, so long as the employee attaches the grievance form to the email by the required time line. If an employee includes attachments to the grievance form and those attachments are not included in the email or in-person submission, the City shall notify the employee that all attachments were not included and that the deadline for the City to respond to the grievance will not begin to run until all the attachments are received.

Failure by management to reply to the employee's grievance within the time limits specified automatically grants the employee the right to process the grievance to the next level. If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

All the time periods specified in this procedure may be extended by mutual written (including email) consent of the aggrieved employee(s), Union representative and the designated management representative.

Informal Procedure

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 may discuss the complaint with his/her immediate supervisor. Employees are encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the grievance at the lowest possible step.

An employee, at his or her sole discretion, may opt to skip the Informal Procedure resolution process and instead go directly to Step One. If an employee chooses to proceed with the Informal Procedure, he/she or their union representative shall inform the Human Resources Director, within one day of initiating the Informal Procedure, that he/she has initiated the Informal Procedure and the date the informal grievance was first discussed with his/her supervisor.

Within eight (8) days of the discussion with the employee, the supervisor shall verbally respond to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal process described below.

Formal Procedure

Step One - Immediate Supervisor

Within the time period referenced above or, if the employee chooses to skip the Informal Procedure, 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 in writing as prescribed above to the immediate supervisor of the affected employee(s). The Union and/or employee(s) waives 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 eight (8) days.

Step Two - Department Director

If the Union or employee(s) is not satisfied with the decision of the immediate supervisor, the grievant shall present the grievance, in writing, to the Department Director within eight (8) days of the decision of the immediate supervisor. The Union and/or employee(s) waives the right to proceed with the grievance if the grievant(s) does not act by this deadline. Within eight (8) days, the Department Director, or the designee of the Department Director, shall meet with the Union or employee(s) to hear the grievance. Within eight (8) days of hearing the grievance, the Department Director 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 Director, the grievant may submit a written request, within eight (8) days of the written decision of the Department Director, that 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 seven (7) 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. Upon receipt of the list, the parties shall alternately strike names from the list until a final name is selected as the hearing officer, with the Union striking first. 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.

In the event the City Administrator does not adopt the arbitrator's recommendation, the City shall bear the full cost of the arbitrator's fee. Attorney fees, staff time and witness fees are excluded and shall be paid by the party that incurred the cost.

All time limits specified in the procedure may be waived 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.

The purpose of disciplinary actions are not intended to be punitive, but are defined as actions by management directed to the modification or cessation of employee conduct which is contrary to the best interests of the City and the public service.

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 work history 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. The employee will be provided a reasonable period of time to respond, which shall be no sooner than five (5) days after the notice of proposed action is provided, or additional time as may be reasonable. This represents the pre-disciplinary opportunity for the employee to state any reasons that he/she believes the proposed action to be inappropriate. The date the employee is scheduled to respond 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/herself, the employee may be suspended without pay for up to three (3) days pending the processing of the written notice of proposed action as 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 termination, suspension of thirty (30) hours or more, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to newly hired 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 proposed 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 and shall take effect as prescribed. 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 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 seven (7) 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. Unless the parties agree to another method of selecting an arbitrator, the parties shall alternately strike one name from the list, with the employee striking first, until one name remains as the arbitrator.
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/union 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 proposed 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.

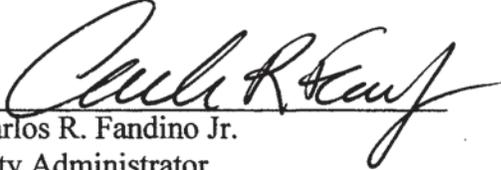
ARTICLE SIXTEEN

JOINT LABOR MANAGEMENT COMMITTEE

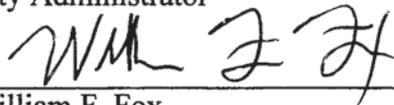
1. The City and the Union will maintain a Joint Labor Management (JLM) Committee comprised of at least eight (8) members. The City's team shall consist of representatives from the City Administrator's office, the Human Resources Department and the Gas and Electric Department. The Union shall provide four (4) members to sit on its committee, at least two of which must be employees of the City. 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.
2. The JLM shall be utilized to allow the parties to discuss matters affecting the workplace environment.
3. The JLM 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's meetings shall not be "Meet and Confer" sessions as that term is used in Government Code Sections 3500 et. seq.
4. JLM 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



Carlos R. Fandino Jr.
City Administrator



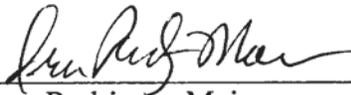
William F. Fox
Director of Finance/City Treasurer



Lisette M. Grizelle
Senior Human Resources Analyst



Karina Rueda
Human Resources Analyst

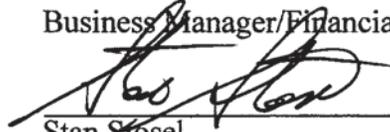


Irma Rodriguez Moisa,
Chief Negotiator

IBEW LOCAL 47



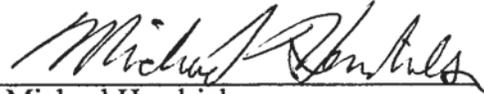
Pat Lavin
Business Manager/Financial Secretary



Stan Stosel
Senior Assistant Business Manager



John Baca
IBEW Business Representative



Michael Hendrickson
Committee Member



Ruben Rodriguez
Committee Member

APPROVED AS TO FORM:



Zaynah Moussa, Senior Deputy City Attorney

APPROVED AND ADOPTED BY CITY COUNCIL ON JULY 12, 2016 PER
RESOLUTION NO. 2016-41

ATTEST:



 Maria Ayala, City Clerk

Dated: 10-5-16