




DATE SUBMITTED 8/30/2018
 SUBMITTED BY CITY MANAGER'S OFFICE
 DATE ACTION REQUIRED 9/5/2018

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION (x)
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: TEAMSTERS LOCAL UNION #542 1. APPROVAL OF RESOLUTION NO. 2018-53 TO ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND TEAMSTERS UNION LOCAL #542 FOR THE TERM OF 2018-2020.	
DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE	
BACKGROUND/SUMMARY: The City of Imperial and Teamsters Union Local #542 have concluded labor negotiations. Attached for Council's review you will find the resolution to adopt the Memorandum of Understanding (MOU) between the City of Imperial and Teamster Union Local #542, and all attachments. Please note, the revisions agreed upon during the Meet & Confer process can be found in the following Articles of the MOU: Article 4- work schedules and assignments, Article 5- compensation pay, Article 6- discipline, Article 7 - grievance process, Article 10- vacation, Article 11- other leaves, Article 12- health benefits, Article 14- occupational safety and health, Article 15- Classification/Reclassification, Article 16- covered work, Article 17- layoff and reemployment, Article 18-vacancies/transfers/promotions.	
FISCAL IMPACT: <i>As approved in the 2018-2019 Municipal Budget</i>	FINANCE INITIALS _____
STAFF RECOMMENDATION: It is staff's recommendation to approve and adopt the MOU as presented for a two (fiscal) year term.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: It is the City Manager's recommendation that Council approve the MOU between the City and Teamsters Union Local #542 for fiscal years 2018-2019 and 2019-2020.	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:

RESOLUTION NO. 2018-58

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL, A MUNICIPAL GOVERNMENT OF THE STATE OF CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND TEAMSTERS UNION LOCAL #542 FOR FISCAL YEARS 2018-2019 AND 2019-2020

WHEREAS, the City of Imperial and Teamsters Union Local #542 have met and conferred in accordance with the requirements of the Meyers-Milias Brown Act and City Council Ordinance No. 634; and

WHEREAS, the City of Imperial negotiates the terms of the Memorandum of Understanding with the Teamsters Union Local #542, a duly recognized bargaining unit; and

WHEREAS, the City of Imperial and Teamsters Union Local #542 have reached an agreement on wages, benefits and other conditions of employment for fiscal years 2018-2019 and 2019-2020; and

NOW, THEREFORE, the City Council of the City of Imperial DOES HEREBY RESOLVE that the Memorandum of Understanding, attached hereto as "Exhibit A", between the City of Imperial and Teamsters Union Local #542 is approved and adopted. The City Manager is hereby directed to implement the provisions provided by this resolution effective July 1, 2018.

PASSED AND ADOPTED by the City Council of the City of Imperial at the Regular Meeting on September 5, 2018.

GEOFF DALE, MAYOR

ATTEST:

DEBRA JACKSON, CITY CLERK

APPROVED AS TO FORM:

DENNIS MORITA, CITY ATTORNEY

IMPERIAL CITY CONTRACT

AGREEMENT

BETWEEN

**CITY OF IMPERIAL
AND
TEAMSTERS LOCAL NO. 542**

JULY 1, 2018 THROUGH JUNE 30, 2020

TABLE OF CONTENTS

PREAMBLE.....	5
ARTICLE I-RECOGNITION AND STATUS OF AGREEMENT.....	6
ARTICLE 2 - MANAGEMENT RIGHTS.....	8
ARTICLE 3 – EMPLOYEE AND UNION RIGHTS.....	10
ARTICLE 4 - WORK SCHEDULES AND ASSIGNMENTS	13
ARTICLE 5 - COMPENSATION AND OVERTIME PAY.....	15
ARTICLE 6 - DISCIPLINE.....	19
ARTICLE 7 - GRIEVANCE PROCEDURE.....	22
ARTICLE 8 – HOLIDAYS	26
ARTICLE 9 - SICK LEAVE	28
ARTICLE 10 - VACATION	31
ARTICLE 11 - OTHER LEAVES	33
ARTICLE 12 - HEALTH BENEFITS	35
ARTICLE 13 - RETIREMENT PLAN.....	36
ARTICLE 14 - OCCUPATIONAL SAFETY AND HEALTH.....	38
ARTICLE 15 – CLASSIFICATION/RECLASSIFICATION.....	39
ARTICLE 16 - COVERED WORK	40
ARTICLE 17 - LAYOFF AND RE-EMPLOYMENT	42
ARTICLE 18 - VACANCIES/TRANSFERS/PROMOTIONS	45
ARTICLE 19 – MAINTENANCE OF MEMBERSHIP/AGENCY SHOP	46
ARTICLE 20 - NO STRIKE/NO LOCKOUT.....	51
ARTICLE 21 - DURATION OF AGREEMENT.....	52
Appendix “A”	53
Appendix “B”	54

Appendix "C" 55
Appendix "D" 56

DRAFT

DRAFT

PREAMBLE

This Memorandum of Understanding (hereinafter "Agreement") is made and entered into between the City of Imperial (hereinafter "City") and Teamsters Local No. 542 (hereinafter "Union").

It is mutually agreed as follows:

The City's obligation to operate efficiently and to fulfill its obligation to its employees to pay a fair day's pay for a fair day's work should not be obstructed by disputes between it and its employees.

Accordingly, it is the intent of the parties to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the City, the Union, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes or other interferences with the operation of the City during the life of this Agreement; and to promote harmonious relations between the City, its employees and the Union.

ARTICLE I-RECOGNITION AND STATUS OF AGREEMENT

Section 1. The City recognizes the Union as the exclusive bargaining representative with respect to all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment pursuant to California Government Code Section 3500 et seq, for all City members in Teamsters Local 542.

Section 2. The City agrees that no employee hereunder will be coerced or discriminated against by the City, its officers or agents, because of membership in or lawful activity on behalf of the Union.

Section 3. Any decisions or agreements relating to matters within the *scope* of representation, or to the interpretation or application of this Agreement, made jointly between the City and the Union, shall be binding on every individual claiming or entitled to the benefits of this Agreement.

Section 4. The City shall notify the Union of any changes in classifications of employees and positions covered by this Agreement.

Section 5. To the extent permitted by law, the specific provisions of this Agreement prevail over City practices, policies, procedures, rules and regulations pertaining to employees. City practices, policies, procedures, rules and regulations which fall within the scope of representation, but which are not specifically addressed in this Agreement are hereby incorporated into this Agreement by reference.

Section 6. During the term of this Agreement negotiations may occur on matters contained herein by mutual consent of the parties. However, both parties otherwise expressly waive the right to meet and confer concerning matters contained in this Agreement during the life of the Agreement.

Section 7. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

Section 8. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, that provision shall be deemed invalid, but all other provisions shall continue in full force and effect. In such an event, and upon then request of either party to this Agreement, the parties shall meet and confer within thirty (30) days for the purpose of arriving at it mutually satisfactory replacement for such provision.

DRAFT

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. All matters not within the scope of representation as set forth in Government Code Sections 3504 are reserved to the City. It is understood and agreed that City retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, is the exclusive right to:

Determine its organization and mission; direct the work of its employees; assign related work not expressly covered by job description; set standards of selection for employment, assignment and promotion, determine the times and hours of operations; determine normal working hours and schedule shifts accordingly; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its municipal policies, goals and objectives; make technology improvements; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of City budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out 'Work in accordance with law; and to take any action necessary to meet conditions of an emergency nature, provided that the Union shall be afforded the opportunity to meet and confer concerning this MOU. In addition, the City retains the right to classify, terminate, transfer, and discipline employees, and to determine the content of the employee performance process.

Section 2 The City Manager may lay off unit member because of lack of funds, material change in duties or organization, or for other valid reasons. "Lack of Funds" is defined as occurring when the Fund Balance in the City's General Fund falls below the three (3) month operating expense level. The three (3) month operating expense level is the "Minimum Fund Balance" that is three (3) months equivalent expenses of the annual Fund Expenditures minus Capital Expenses. Layoffs will be administered in accordance with Article 17 of this MOU.

Section 3 The exercise of the foregoing powers, rights, authority, duties and Responsibilities by the City, the adoption of polices, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the MOU, and then only to the extent such specific and express terms are in conformance with law.

Section 4: This clause shall be interpreted and applied consistently with all other specific provisions of this MOU which deal with such management rights.

DRAFT

ARTICLE 3 – EMPLOYEE AND UNION RIGHTS

Section 1. The parties recognize the right of employees to form, join, and participate in lawful activities of employee organizations,

- a. The City shall abide by all terms pursuant to AB119

Section 2. Personnel Files: The personnel file of each employee shall be maintained in the Human Resources office, and shall not be removed for any reason. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file except as it pertains in Article 6, Section 1; (f).

Employees and the Union shall be provided with a copy or copies of any written material prior to being placed in their personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material. The employee shall have five (5) working days to submit a written response to such material. The written response shall be attached to the material.

An employee shall have the right at any reasonable time without loss of pay to examine and obtain copies of any material from the employee's personnel file in the presence of the Human Resources Manager. All personnel files shall be kept in confidence and shall be available for inspection only for the proper administration of the City's affairs or the supervision of the employee. The City shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her Union representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such

material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

Upon written request from the employee, all written warnings and reprimands, or copies thereof will be removed from the employee's official personnel file and any supervisor's working file; provided, however, that twelve (12) months have elapsed from the date of the incident causing the last written warning or reprimand.

Section 3. The City recognizes the need and affirms the right of the Union to designate one (1) Shop Steward and one (1) alternate from among employees in the unit. It is agreed that the Union, in appointing such representatives, does so for the purpose of promoting an effective relationship between the City and employees by helping to settle problems at the lowest level of supervision.

The Union shall notify the City in writing of the names of the Shop Steward and alternate selected by the Union. If a change is made, the City shall be advised in writing of such change.

After notifying his/her immediate supervisor, a Shop Steward shall be permitted to leave his/her normal work area without loss of pay in order to assist in investigation, preparation, writing, and presentation of grievances. The Shop Steward shall advise the supervisor of the grievant of his/her presence. The Shop Steward is permitted to discuss any problem with all employees immediately concerned.

If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Shop Steward at the time of notification, the Shop Steward shall be permitted to leave his/her normal work area once the emergency has been resolved.

A Shop Steward shall be granted release time with pay to accompany a CAL-OSHA representative conducting an on-site, walk-around safety inspection of any area within his/her jurisdiction.

From time to time the Union may request for a steward be granted release time to attend training and/or Union functions. Each Union Steward shall be allowed a maximum of eighty (80) hours per year to attend Union Business. No reasonable request shall be denied

Section 4. Union Staff Assistance. Job representatives, Local Union officers and employees shall, at any time, be entitled to seek and obtain assistance from Union Staff Personnel, for the purpose of processing grievances, and matters related thereto and other reasons relating to wages, hours and terms and conditions of employment covered by this Agreement or the law.

Section 5. Use of Equipment and Facilities. Upon request and without charge, the Union shall be granted the right to use City equipment and facilities for lawful Union business. The conditions of such use shall be consistent with applicable law, and permission shall not be unreasonably withheld. Office equipment shall exclude the computer. The Union shall supply paper goods.

Section 6. Bulletin Boards. The Union shall have access to bulletin boards at each work site.

Section 7. Distribution of Material. The Union shall have the right to use existing mailboxes at City Hall for distribution of Union material.

Section 8. Non-Discrimination. Neither the City nor the Union shall discriminate against any employee covered by this Agreement on the basis of race, color, sex, religion, national origin, age, physical handicap, or for exercising any employee rights contained in this Agreement or the law.

Section 9. City Records. The Union shall have the right at reasonable times to review and/or receive any documents in the City's possession which are open by law to public inspection or which are necessary to the Union's fulfillment of its role as exclusive bargaining representative. The City shall provide the Union each year with a list of employees, their designated work sites and positions/classifications, and their relative seniority.

Section 10. Notice Requirements Notices required by this Agreement or bylaw shall be delivered either by hand or Certified U.S. mail to the Local Union.

Section 11. Permanent Employee - See Appendix C.

Section 12. Probationary Employee - See Appendix C.

ARTICLE 4 - WORK SCHEDULES AND ASSIGNMENTS

Section 1. Workday. The workday begins at 12:00 midnight and extends through 11:59 p.m

Section 2. Workweek. A work week is considered to be 168 consecutive hours over seven (7) consecutive days. The City may in the exercise of its management rights amend work schedules.

During the ten (10) day cycle, employees will perform standby duties as defined in Section 3 A. Such standby duty will commence on the start of the day following the employee's four (4) consecutive days off; normally a Monday, and will end at the seventh (7th) day, the following Monday.

Section 3. A. Standby Duties. An employee required during his/her off-duty time to remain accessible by telephone and also required upon notification, to respond to work, is considered to be on "standby". An employee (other than at the water and waste/water facilities) on standby during his/her workweek (beginning on Monday and ending on Sunday) shall receive three (3) hours at the appropriate overtime pay for the initial call out each day on stand-by. This will be paid whether or not he/she is actually called out for work during these periods. This compensation will be in addition to any call-back overtime actually worked. Employees on stand-by status shall receive one (1) hour of base pay for each day during stand-by status.

Standby employees at the water and wastewater facilities shall be paid two (2) hours base pay for each day of the seven consecutive days. An employee on standby shall contact dispatch or his/her supervisor within 15 minutes of being notified. Such employee must thereafter be on site within 60 minutes of being notified.

Section 3.B. Holdover Overtime. Holdover overtime (that is, overtime required immediately preceding or following an employee's regular work shift) shall be for a minimum of two (2) hours.

Section 3.C. Days Off. Employees working the days off shall be paid for actual time worked at the appropriate overtime rate, per Article 5, Section

Section 3.D. Call Back Pay. Call back overtime work will be for a minimum of three (3) hours and will be paid at the appropriate overtime rate exclusive of the "standby" overtime pay. The employee(s) will be entitled to one call-back pay per day at the three (3) hour overtime rate with any additional call back pay to the time actually worked.

Section 4. Changes in Shift Assignment. The City shall not change working hours or shift assignments of employees or positions except in the exercise of its management rights.

Section 5. Rest Breaks. Two fifteen (15) minute rest periods shall be granted to employees each work day and shall be scheduled at or about midpoint between the start of the shift and the meal period, and midpoint between the meal period and the end of the Work shift.

Section 6. Meal Periods. All employees shall be entitled to a duty free lunch period which shall be scheduled at or about the midpoint of each work shift.

ARTICLE 5 - COMPENSATION AND OVERTIME PAY

Section 1. Salary Schedule. The monthly salary schedule for all employees is set forth in Appendix B and is incorporated into this Agreement by reference.

1. The City will maintain the eight (8) steps on the salary schedule.
2. All employees covered by this bargaining agreement will receive a salary adjustment of 3.0 percent (%) plus a 2.8 percent (%) COLA adjustment for a combined total of 5.8 percent (%) for 2018-2019 Fiscal Year;
3. All employees covered by this bargaining agreement will receive a salary adjustment of 2.0 percent (%) in January of 2019 for a total of 7.8 percent (%) for the remainder of fiscal year 2018-2019;
4. All employees covered by this bargaining agreement will receive a salary adjustment of 5.0 percent (%) plus COLA for 2019-2020 Fiscal Year
 - a. The COLA shall reflect May 2019 numbers.
5. Any salary adjustment resulting in a salary of the next step level, the employee will be moved to the appropriate step in the wage scale;
6. During the term of this agreement, in the event any other bargaining unit receives a salary adjustment comprising of more than the terms stated in items one (1) through four (4), employees covered by this agreement shall receive the same adjustment.

Section 2. Hourly Rate. The regular (straight-time) hourly rate of pay is determined by dividing the monthly rate of pay by the factor 173.333.

Section 3. Overtime Rates. Rates applicable to Standby Duties (Article 4, Section 3 A), Holdover Overtime (Article 4, Section 3B), Days Off (Article 4, Section 3.1), and Call Back Pay (Article 4, Section 3.2) are as follows:

Employees (other than water/wastewater): Overtime at the rate of one and one-half (1.5) the employee's regular hourly rate shall be paid for actual time worked in excess of eight (8) hours per day or forty (40) hours per week, and for actual time worked on the sixth (6th) day following commencement of the employee's workweek.

Overtime at the rate of double the employee's regular hourly rate shall be paid for actual time worked in excess of twelve (12) consecutive hours, or on the seventh (7th) consecutive day following commencement of the employee's workweek.

Water/Wastewater employees:

Overtime at the rate of one and one-half (1.5) the employee's regular hourly rate shall be paid for actual time worked in excess of eight (8) hours per day or eighty (80) hours per ten (10) day work cycle and for actual time worked on the eleventh (11th) and twelfth (12th) day following the commencement of the ten (10) day work cycle.

Overtime at the rate of double the employee's regular hourly rate shall be paid for actual time worked in excess of twelve (12) consecutive hours, or on the thirteenth (13th) and fourteenth (14th) consecutive days following commencement of the employee's ten (10) day work cycle.

Paid leaves, including sick leave, holidays and vacation, are considered time worked for the purpose of computing overtime.

Any work ordered, authorized, or permitted shall be considered time worked for the purpose of computing overtime. The City shall not allow employees to perform regular or overtime work without the payment of compensation at the applicable rate of pay.

Section 4. Certificate Pay. Classifications covered by this agreement who obtain a grade or grades above the requirement for their position shall receive \$25 per pay period for each such grade not to exceed \$75 per pay period. Classifications include; Operators in Water and/or Wastewater and General Maintenance Worker I, II, and III.

Section 5. Holiday Pay. An employee who is required to work on any of the holidays set forth elsewhere in this Agreement shall receive his/her applicable rate of pay (either regular or overtime) for all hours actually worked on that holiday, and, in addition, will receive pay at one and one-half (1.5) times his/her regular hourly rate for all hours worked, and shall receive no additional time off.

If an employee is not required to work on a holiday because it is observed on his/her regularly scheduled day off, the employee will receive eight hours pay at the straight-time rate. Employees on a 9/80 work schedule will receive nine (9) hours pay at the straight-time rate.

A holiday occurring during an employee's vacation period will be observed as a paid holiday when it occurs. If an employee is not required to work on a holiday

and if the holiday is not observed on one of his/her regularly scheduled days off the employee will take the holiday off and will receive eight hours pay at the straight-time rate. Employees on a 9/80 work schedule will receive nine (9) hours pay at the straight-time rate.

Section 6. Out-of-Class Pay. An employee who, is assigned to perform the duties of a higher job classification shall be paid five percent (5%) above his/her regular rate of pay for all hours the employee is assigned duties of a higher job classification. When the employee is assigned to perform the duties of the higher job classification due to a scheduled vacation, the employee shall be entitled to five percent (5%) above his/her regular rate of pay performing the duties of the higher job classification.. At all times, the City Manager has the sole authority to verbally or in writing temporarily assign an employee to perform the duties of a higher job classification.

Section 7. Training Pay. Any training required by the City shall be considered time worked and compensated at the appropriate rate of pay. The City shall reimburse the employee at the current IRS mileage rate of travel when using their own vehicle to attend trainings and/or meetings. Employee will submit a travel advancement form no later than two weeks prior to their training/travel date unless otherwise approved by their Supervisor. A per diem will be provided to the employee prior to their departure date for purposes of covering meals and incidental costs at a rate dictated by the General Services Administration (GSA). Lodging accommodations arising out of training and travel as described in this agreement will be arranged by the City at no cost to the employee.

Section 8. Longevity Increases. New employees will serve a six (6) month probationary period. Employees shall be evaluated at three (3) months. After successful completion of a probation period, a new employee will be evaluated annually. New employees may be placed at a competitive step in the Salary Schedule which commensurate with experience and/or training. This provision will be in effect for the term of this agreement.

City will continue to fund longevity increases for city employees.

Employees with ten (10) years of continuous service with the City shall receive a five percent (5%) longevity increase after completing one year on Step 7.

Failure of the Supervisor to complete a timely Employee Evaluation shall be treated as a "Meets Expectations" evaluation.

DRAFT

ARTICLE 6 - DISCIPLINE

Section 1. Just Cause. Discipline shall be imposed on permanent employees only in accordance with the terms of this Article and for just cause, consistent with and subject to applicable law.

(a) Probationary employees may be dismissed at any time during the probationary period. Such action shall not be subject to the Grievance Procedure or this Article, so long as the dismissal notice indicates only that the dismissal is a "probationary release."

(b) Progressive discipline shall be used regarding matters such as: unsatisfactory job performance; infraction of procedures, tardiness, abuse of leave time, or excessive absences. Violation of serious nature is considered a **CARDINAL INFRACTION(S)**, which may lead to immediate termination, not subject to progressive discipline.

(c) Progressive discipline shall consist of the following four steps: (1) Written verbal, (2) Written warning, (3) Suspension not to exceed five days, and (4) Written report recommending dismissal from the department head **on a case by case basis.**

(d) Excessive absenteeism is absence from work for more than five (5) occasions in any twelve (12) month period, and will be subject to progressive discipline and/or discharge outlined in Section 1 (b) of this Article.

(e) Excessive tardiness is tardy from work for more than five (5) occasions in any twelve (12) month period, and will be subject to progressive discipline and/or discharge outlined in Section 1(b) of this Article. A department head's written report shall contain a description of the events requiring disciplinary action, and a remedial plan outlining steps for the employee to correct the situation. Such reports shall be placed in the employee's personnel file for each step taken.

(f) **CARDINAL INFRACTIONS:** Grounds for immediate termination can be: (1) flat refusal to follow a supervisor's instructions without reasonable

cause; (2) violation of the laws of the State while on duty, such as theft; (3) reporting for work or being at work following the use of alcohol or a "controlled substance" or any drug (whether legally prescribed or otherwise), where such use may impair the employee's ability to perform assigned duties; unauthorized possession of, use, or attempting to bring any "controlled substance" or other illegal drug to any work site; (4) other matters so detrimental in nature that the City Manager determines that immediate action is required such as endangering the safety and welfare of the public or other employees.

(g) The employee is entitled to representation at each step of the discipline procedure.

(h) Discipline notices will only be considerate valid if they are issued within ten (10) working days of the event giving rise to notice or within ten (10) working days from the date the Employer first had knowledge of the subject event.

The City is required to send the Union a copy of the warning within five (5) working days of issuing the notice to the employee. Failure of the City to provide a copy of a discipline notice to the Union within five (5) days is subject to the grievance provision of this agreement.

Section 2. Written Notice of Proposed Discipline. In taking disciplinary action against a permanent employee under this Section, a written notice of the proposed discipline shall be served on the employee either personally or by Certified mail, return receipt requested and on the Union, at least five (5) working days prior to the effective date of the proposed action. The notice of proposed discipline shall contain:

- (a) A description of the proposed action and its effective date.
- (b) A statement of the reasons for such proposed action, including acts or omissions on which the proposed action is based.
- (c) Copies of materials, if any, in the possession of the City and on which the proposed action is based.
- (d) A copy of Article 6 - Discipline of the Agreement shall be included with the notice of disciplinary action.

(e) A form, the signing and completing of which by the employee shall constitute a demand for a hearing, must be submitted within five (5) working days of the notice of disciplinary action.

(f) Administrative Investigations Leave: employees may be placed on Administrative Investigation Leave without pay pending the results of the investigation for a period of no more than fourteen (14) working days.

Section 3. Time Limit Extension. The time limits of Sections 1 (h) and Section 2 may be extended by mutual consent of the parties. If an extension is agreed to, the duration of the extension shall be in writing and the statement of both parties involved at the Step to be extended.

ARTICLE 7 - GRIEVANCE PROCEDURE

CITY OF IMPERIAL GRIEVANCE PROCEDURE STEPS

Step 1 Oral Grievance to Immediate Supervisor Per Article 7
Step 2 Written Grievance to Department Head Per Article 7
Step 3 Grievance Goes to City Manager Per Article 7
Step 4 Federal or State Mediation and Conciliation Service Final Step per Article 7

Section 1. Definition. A grievance is defined as any complaint of any employee, employees, or Union involving the interpretation, application or alleged violation of this Agreement, or a violation, application or interpretation of any law, City policy, rule, regulation or practice. It is the intent of the parties to equitably resolve grievances at the lower possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of a grievance,

Section 2, Procedure. Grievances shall be handled in the following manner:

(a) Step One (informal): Within five (5) working days of the incident which gave rise to the grievance, an aggrieved employee may present directly or through his Union representative, his grievance to his immediate supervisor. The grievance

shall be submitted only orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.

(b) Step Two (formal): If the grievance is not resolved in Step 1 and the employee wishes to proceed to Step 2, the employee shall submit the grievance in writing to the department head. The department head shall provide the employee with a written decision within five (5) working days after the receipt of the written grievance.

(c) Step Three: If the grievance is not satisfactorily adjusted by the department head, or, if the department head fails to respond in accordance with Step 2, the Union or employee may submit the grievance in writing to the City Manager within five (5) working days of the response from the department head. Within five (5) working days after the receipt of the grievance at Step 3, the City Manager shall hold a meeting at which the grievant and/or Union Representative and the department head of the grievant shall be present to discuss and seek to resolve the grievance.

The grievant shall be notified in writing of the response at Step 3 within five (5) working days after the meeting. The City Manager's decision will be final regarding the grievance, other than those matters where an employee is suspended, terminated, reduced in pay or any situation that results in a loss of pay. If needed, the grievance shall be able to proceed to (d) Step 4 of this Article, with all documentation carried forward.

(d) Step 4: If the City Manager fails to respond in accordance with Step Three or as a result of the above, an employee is suspended, terminated, reduced in pay or any situation that results in a loss of pay, the employee and/or Union have the right, within ten (10) working days of the City Manager's decision, to request the Federal or State Mediation and Conciliation Service to hear the matter and render a recommendation. ~~This decision shall be final and binding on both parties.~~ The Mediator's authority is limited, and shall have no power to alter, amend, change or to subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement, City rules, regulations, and/or policies in respect of the alleged grievance. The recommendation of the mediator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. ~~The decision of the mediator within the limits herein prescribed shall be final and binding upon the parties to the~~

~~dispute. The mediator shall render a decision in writing to both parties within thirty (30) days from the hearing.~~

(e) In the event, an employee decides to file a grievance without Union representation, the Union shall be provided a copy of the grievance and the resolution of the grievance in order to verify that said resolution has no effects to the Collective Bargaining Agreement.

The Union shall have a copy of the original grievance filed from Step One forward. Employee filing grievance has the right of Union representation.

Section 3. Group Grievances. If the grievance involves employees with different department heads, the grievance may be filed at Step Three.

Section 4. Policy Grievances. If the grievance involves City-wide policy, practice or interpretation of this Agreement, the grievance may be submitted by the Union at Step Three.

Section 5. Employee-Processed Grievances. An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement.

a. In the event, an employee decides to file a grievance without Union representation, the Union shall be provided a copy of the grievance and the resolution of the grievance in order to verify that said resolution has no effects to the Collective Bargaining Agreement.

Section 6. Time Limits. Extension of Time Limits' The time limits of each step may be extended by mutual consent of the parties, If an extension is agreed to, the duration of the extension shall be in writing and the statement by both parties involved at the step to be extended.

Section 7. Arbitration Procedure. In the event the Mediation process is not successful and if the parties have processed the grievance in strict adherence with the express time limits set forth in this Article, the Union may file for arbitration. The request for arbitration must be in writing and set to the Employer via certified mail (return receipt requested). Such filing must take place within seven (7) working days from receipt of the final decision from Employer.

- a. The arbitrator shall be appointed by the Employer and the Union by whatever means both agree to or from a panel of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service or the American Arbitration Association who are members of the National Academy of Arbitrators. If a panel is obtained from the Federal Mediation and Conciliation Service or the American Arbitration Association, selection shall be made within thirty (30) working days of receipt of said list, with the order of striking being determined by lot.
- b. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall have no authority to accept for submission or render an award in a grievance in which the specific procedures of this Article, including the express time limits at each step, have not been adhered to. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer provided it complies with the provisions of this Article.
- c. The costs, fees and expenses of the arbitrator and hearing room will be equally shared between the Employer and the Union, otherwise each party shall bear its own expenses.

ARTICLE 8 – HOLIDAYS

Section 1. Observed Holidays. The following days (14) will be observed as holidays for City:

New Year Eve Day	December 31
New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Day After Thanksgiving	Friday following Thanksgiving Day
Christmas Eve Day	December 24
Christmas Day	December 25
Personal Floating Holiday	Taken any time during the calendar year

Section 2. Weekend Holidays. When a holiday herein falls on a Sunday, the following Monday shall be deemed to be the holiday, and when a holiday herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday,

Section 3. Holiday Credit. In order to receive credit for a holiday an employee must be in on paid status immediately preceding and succeeding the holiday,

Section 4. Paid Status Defined. Time during which an employee is excused from work because of holidays, sick leave, vacation, approved time off or other paid leave of absence shall be considered as time worked by the employee, for the purpose of determining paid status.

Section 5. Holiday Records. All holidays are to be recorded for each employee and must be reported on the payroll time sheets.

Section 6. Public Services Department. Employees whose regular scheduled falls on a holiday will observe the day preceding their days off.

DRAFT

ARTICLE 9 - SICK LEAVE

Section 1. Sick Leave Accrual. Sick leave will be accrued and credited on a pay period basis. A new employee starting on any day other than the first day of the pay period will not receive sick leave credit for that period.

(a) Employees will receive 3.69 sick leave credit hours for completion of each full pay period (the total number of sick leave accrual will be ninety-six (96) hours per year).

(b) Employees shall be able to accumulate unlimited sick leave hours. Effective July 1, 2011, all new employees hired after this date will be able to convert sick leave accrual for additional retirement credits at separation from the city after five (5) years of employment providing that they are PERS eligible. The employee shall have the option to cash out all hours between four hundred (400) hours and four hundred eighty (480) hours at the rate specified under Section 3 of this Article. New employees will no longer be eligible for sick leave cash out after five (5) years of employment. This policy does not affect employees hired prior to July 1, 2011.

(c) If an employee is absent without pay for more than five (5) working days of any single pay period, sick leave will not be accrued for that pay period.

Section 2. Use of Sick Leave. Sick leave may be taken at any time following the pay period in which it is earned. Use of accumulated sick leave is limited to the illness or injury of the employee and in accordance of the Family Medical Leave Act (FMLA).

Employees may charge to their accumulated Sick leave for absence from work due to confinement or hospitalization of a member of their immediate family (spouse, child or other dependent).

(a) Proof of illness in the form of a doctor's statement may be required for all absences of three (3) consecutive workdays or more due to illness, or if the City has reason to believe that the use of sick leave is not warranted. The City may give prior notice that verification will be required for future illnesses.

- (b) When an employee returns following an absence of more than three consecutive work days, the City may request the employee furnish the City with a release from a medical or religious practitioner' certifying physical fitness and the extent to which he/she may resume normal duties.
- (c) When weekly disability payments are being made under Workers' Compensation laws accrued sick leave benefits may be used provided that the total amount received by the employee shall not exceed normal compensation. The burden of proving the payment of Workers' Compensation benefits is with the employee so that pro-rated sick leave benefits can be computed.
- (d) Employees are encouraged to maintain a minimum of twenty (20) hours as insurance against unexpected illness.
- (e) City agrees to pursue implementation of State Disability Program (SDI). Cost to the program will be an employee payroll deduction.

Section 3. Sick Leave Payoff. Accumulated sick leave shall be paid upon resignation or retirement according to the following schedule:

(a) After five (5) years of service	25%
(b) After ten (10) years of service	50%
(c) After fifteen (15) years of service	75%
(e) 20 years of service	100%

The above accumulated sick leave shall be paid at the current hourly rate of pay at the time of resignation or retirement less applicable taxes if any. The above shall not apply to any new employee hired after July 1, 2011, or any new re-hire hired after July 1, 2011, or any employee terminated for just cause pursuant to the Discipline Article of this Agreement.

Section 4. Additional Sick Leave. Effective, July 1, 2013, After exhaustion of paid sick leave, an employee who is ill or injured may, upon written request, use accumulated vacation or other credited paid leaves to avoid leave without pay.

(a) Days which an employee uses as "Additional Sick Leave" shall be considered days in paid status for applying the rights, benefits and terms of this Agreement.

Section 5. Medical Leave of Absence. An employee who has exhausted all sick leave entitlements, who is suffering illness or disability of a continuing nature, will be granted a medical Leave without pay in accordance with FMLA/CFRA and the employee's coverage under the group health insurance plan may be continued at the employee's expense.

Section 6. Return after Extended Illness. If during the period covered by Additional Sick Leave or Medical Leave, an employee is physically able to return to work; he/she shall be immediately returned to the position and classification held prior to the leave, without loss of benefits or seniority.

(a) After exhaustion of all leaves in accordance with Family Medical Leave (FMLA/CFRA), an employee still unable to return to work shall be placed on a re-employment list in order of seniority and be recalled to any position vacancy for which he/she is qualified, in accordance with Article 17.

ARTICLE 10 - VACATION

Section 1. General Provision. Vacation leave with pay is an employee's earned right to be granted in accordance with City policy consistent with the terms of this Agreement.

- (a) Vacation will be accrued and credited on a pay period basis as indicated in Section 4. An employee starting on any day other than the first day of the pay period will not receive vacation credit for that period.
- (b) Effective July 1, 2013, no vacation leave time is considered earned until twelve months of continuous service has been completed.
- (c) Effective July 1, 2013, upon completion of the twelfth month, employees may request and the supervisor may grant, vacation leave with pay to the extent earned in accordance with the applicable formula contained herein.
- (d) Vacation time used by each employee must be recorded on the payroll time sheets using the letter "V" in regular time column.
- (e) Unpaid absences of thirty (30) days or more during applicable periods will be deducted from work time in determining vacation leave credits.
- (f) Vacation time will be computed on the basis of a service year commencing January 1 and ending December 31 of each year.

Section 2. Vacation Liquidation. Leave may be taken up to the full amount accrued as approved by the supervisor. Vacation, including fractions of a day, shall only be granted upon prior written request and approval of the supervisor. Supervisors will make every effort to grant vacation at time preferable to the employees, consistent with work requirements and the providing of City services. Hours in excess of allowable earned per year will be paid out at face value prior to the end of the calendar year.

At the request of the employee, vacation leave may be awarded after exhaustion of accumulated sick leave, administered and liquidated as sick leave or used concurrently with Workers' Compensation benefits. However, total benefits shall not exceed normal compensation. Normally, vacation leave shall be taken during the twelve (12) month period following the service year in which it is earned. However, a carry-over of up to four hundred eighty (480) hours will be permitted. Effective July 1, 2011, employees who reach the cap will be cashed out on the first pay period in December of each year for any hours over 480 and an equivalent

amount of vacation hours the employee is expected to earn in the coming fiscal year. Employees will be able to earn their full amount of vacation in the next year up to but not exceeding a cap of 480 hours.

Section 3. Payment Upon Resignation or Termination. Newly hired or terminated employees will be paid for current earned vacation. This payment will be made in a lump sum with the final check issued to the employee.

Section 4. Vacation Formula. Effective, employees will earn vacation leave as follows:

<u>Years of Continued Service</u>	<u>Vacation</u>
One (1) through Three (3)	Two (2) Weeks
Four (4) through Eight (8)	Three (3) Weeks
Nine (9) through Fourteen (14)	Four (4) Weeks
Fifteen (15) and over	Five (5) Weeks

26 CALENDAR YEAR PAY PERIOD(S)

<u>First 2 Pay Periods</u>	<u>Total</u>
Two Weeks	80 Hours
Three Weeks	120 Hours
Four Weeks	160 Hours
Five Weeks	200 Hours

ARTICLE 11 - OTHER LEAVES

Section 1. Bereavement Leave. Whenever an employee is absent from work because of death in the immediate family, he/she shall be entitled to three working days absence with pay, and two additional days if travel in excess of 500 miles, one way, is required.

(a) The immediate family shall be any of the following: father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, wife, husband, son (Includes step-son), daughter (includes step-daughter), grandmother, grandfather, son-in-law, daughter-in-law, grandchildren, aunt or uncle, niece or nephew.

(b) The granting of this leave shall not affect the employee's vacation or sick leave.

(c) All bereavement leave must be reported on payroll time sheets, with an indication of the relationship of the deceased family member.

(d) Additionally, in the event of a death in the employee's immediate household (ie: spouse, child (including step child), grandchild, and/or persons employee is directly responsible for) ten (10) work days of bereavement leave with pay may be taken by the employee.

Section 2. Funeral Leave. Upon the death of an employee of the City, fellow employees may be absent from work for a maximum of four (4) hours, without loss of pay, for the purpose of attending funeral services, with approval of City Manager.

Such paid absence and its duration, will be subject in each instance to the approval of the City Manager and shall be recorded on time sheets. Supervisors are to record the name of the deceased employee on time sheets. However, no department is to be closed down to public service without City Council approval.

Section 3. Jury Duty. City employees are not excused from jury duty. Leave for jury duty will be granted with pay. Employees shall turn over jury duty per diem payment, but employees shall retain mileage stipend.

Section 4. Maternity/Family Leave. Leave of absence due to pregnancy, miscarriage, childbirth, recovery and other as defined by Federal and State law there from, will be considered sick leave such as any other type of temporary

disability. If leave required for maternity disability exceeds earned sick: leave, additional sick leave and medical leave may be taken as defined in the Sick Leave Article of this Agreement.

Section 5. Military Leave. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Section 6. Personal Necessity Leave. Employees may use at their election accrued sick leave accumulated under the Sick Leave Article of this Agreement not to exceed six days per year for cases of personal necessity as follows: A minimum balance of forty (40) hours sick leave must be maintained at all times. Requests for Personal Necessity Leave should be made in advance in writing stating specific nature of leave.

Section 7. Comp Time. The City will provide a Comp Time policy that allows employees to accrue up to one hundred sixty (160) hours of Comp Time. This time will be used and credited as 1 ½ regular time for example one (1) hour of Comp Time used will be tracked as 1 ½ hours of straight time. Use of Comp Time must be approved by a supervisor in advance and will not create operational or budgetary impacts for the City of Imperial. Unused Comp Time may be carried on the books or maybe cashed out at any time of the year; whichever the employee chooses.

ARTICLE 12 - HEALTH BENEFITS

Section 1. Group Insurance.

- A. City will pick up 100 percent (%) of the Employee Only medical, dental and vision cost for existing plans selected by the employee during Open Enrollment for Plan Year 2018-2019 retroactive to July 1, 2018;
- B. City will pick up 50 percent (%) of the dependent cost of the existing medical, dental and vision plan selected by the employee during Open Enrollment for Plan Year 2018-2019 retroactive to July 1, 2018;
- C. City will pick up the monthly cost up to \$700 of those employees who selected the Mexico HMO (SIMNSA) medical and dental plan during Open Enrollment for Plan Year 2018-2019;
 - a. Vision is included in the SIMNSA medical plan.
- D. City will pick up the cost of any member that is negatively impacted as a result of the formula change presented by the City for Plan Year 2018-2019;
- E. Employees who waive coverage shall be provided the amount of \$400 per month and be allowed to allocate funds into a pre-tax health benefit, (and/or) supplemental insurance coverage, (and/or) a 457 deferred compensation account, and/or his or her paycheck as an after tax benefit;
- F. City will pay 100 percent (%) of the cost to a group plan for the REACH life Helicopter services for employees and their dependents;
- G. City will pay 100 percent (%) of the employee and dependent life insurance for employees and their dependents.

Section 2. Employer Contributions. The City shall pay health insurance premiums for employees on extended sick leave as required by Family Medical Leave Act (FMLA) (CFRA).

Section 3. Affordable Health Care Act (ACA). City will implement mandatory provisions of the ACA.

ARTICLE 13 - RETIREMENT PLAN

Section 1. City Retirement Plan. The City agrees to provide a Group Retirement Plan effective upon notification of ratification of this Agreement, as agreed upon by the City and the Union.

The City currently has a retirement plan administered by Public Employees' Retirement System and agrees to keep such plan in place during the term of this Agreement as per the plan titled "Contract between the Board of Administration Public Employees' Retirement System and the City Council of the City of Imperial", effective July 1, 1992.

- 1) PERS 2% at age 60 formula. Teamsters unit employees hired prior to January 1, 2013, will be provided with 2% at age 60 formula.
- 2) PERS 2% at age 62 formula. As defined under the Public Employee Pension Reform Act (PEPRA), miscellaneous "non-classic" employees, (aka new members) hired after January 1, 2013, shall be covered under the CalPERS 2% at 62, retirement benefit.
- 3) Contributions: The represented employees PERS Retirement employer contributions will continue to be paid by the City. The represented employees PERS Retirement employee contributions of 7% will be paid as follows effective July 1, 2013:
 - i) 1% by the City and 6% for those employees hired on or before July 1, 2013.
 - ii) 0% by the City and 7% for those employees hired on or before July 1, 2013 for fiscal year 2014-2015.
 - iii) 0% by the City and 8% for those employees hired on or before July 1, 2013 for fiscal year 2015-2016.
- 4) Employees hired after January 1, 2013, shall pay fifty percent (50%) of the total "normal" cost of the benefit (as determined by CalPERS annually).
- 5) City will provide a 1.5% COLA for each fiscal year(s) 2013-2014, 2014-2015 and 2015- 2016.
- 6) The City provides the following PERS optional benefits:

- a) Credit for Unused sick leave and three (3) year highest. This transfers unused accumulated sick leave into service credit at retirement, and the “three-year highest compensation” PERS benefits.
- 7) City will continue to pay the PERS Employer’s contribution of behalf of the employees for the term of this Agreement.

DRAFT

ARTICLE 14 - OCCUPATIONAL SAFETY AND HEALTH

Section 1. General Provisions. The City shall provide safe and healthful working conditions and safety equipment in accordance with CAL/OSHA standards. Such equipment will remain the sole property of the City.

Section 1.1 Uniforms. The City will continue to provide CalOSHA required uniforms for employees.

Section 1.2 Boot Allowance. The City will provide for a steel-toed boot allowance not to exceed two hundred fifty dollars and no cents (\$250.00) for those employees whose job functions require no later than July 31 of each year. Selection of the shoe is at the option of the City Manager in order to make uniformity in the brand name, quality and style of the shoe.

Section 2. Investigation. The City shall, upon request of an employee, investigate reported case contagious and/or infectious diseases or other health/safety problems which are likely to be detrimental to the health or safety of the employee.

Section 3. Right to Refuse Unsafe Unhealthful Work. Employees have the right to refuse performance of work which poses an imminent hazard to his/her health or safety, or to the health or safety of fellow employees or the public, and is in violation of any standard or order of OSHA or CAL-OSHA.

Section 4. No Discrimination. No employee shall be in any way discriminated, disciplined or retaliated against as a result of reporting conditions believed to be health/safety hazards.

Section 5. Health/Safety Committee. If in the event the City establishes a health and/or safety committee, the Union shall have the right to appoint a reasonable number of employees to serve on said committee.

ARTICLE 15 – CLASSIFICATION/RECLASSIFICATION

Section 1. General Provisions. Each position established by the City shall be placed in a classification with a designated title, a statement of the duties, to be performed in each such classification, a statement of minimal qualifications and a regular monthly salary range, all of which shall be subjected to input between the City and the Union.

Section 2. Reclassification. Whenever the duties actually performed by an incumbent in a position are not actually reflected in, or reasonably related to, the statement of duties required to be performed, and the duties will be extended or needed on a continuing basis, the incumbent shall be entitled to have the position reclassified. It is the intent of this Section to provide for reclassification where there has been an increase in, or change in, the duties being performed by incumbents in such positions, where such increases or changes are not temporary in nature.

(a) Reclassification is distinct and separate from "temporarily working out of class" and from the upgrading of salary ranges of positions where the duties have not changed. Working out of class is covered in Article 5, Section 5 in this Agreement. Upgrading of positions and classifications are not subject to the provisions of this Article but shall be subject to meet and confer when salaries are open for negotiation.

Section 3. Reclassification Procedure. The Grievance Procedure of this Agreement shall be utilized for claims that a position or positions should be reclassified.

Section 4. Salary Placement Upon Reclassification When a position or positions are reclassified, the incumbent(s) shall be placed on the lowest step of the new range to which provides no less than a five percent (5%) pay increase.

Section 5. Incumbent Rights. When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position/classification. If additional qualifications are required, up to sixty (60) days to qualify will be allowed. An extension may be granted by mutual agreement between the Union and City Manager.

ARTICLE 16 - COVERED WORK

Section 1. Contracting Out. During the term of this Agreement, it is understood that no employee shall be displaced due to contracting out.

Section 2. Non-Covered Employee Work. The City may continue its lawful past practice of utilizing City employees or outside contractors not covered by this Agreement to perform work regularly assigned to employees hereunder under the, circumstances which such City employees have done so in the past, and also to perform such work in cases of emergency, for purposes of training, inspection, instruction, in cases where safety is involved, or where employees hereunder are not available to perform the work in the time required.

Section 3. Substitute Employees. Substitute employees shall be used only to replace employees covered by this Agreement who are temporarily absent from work.

Section 4. Temporary Employees. Temporary employees shall be utilized by the City only to perform services for a specified limited period of time, not to exceed five (5) months, caused by sporadic periods of increased workload, seasonal fluctuations in service requirements, or increase service requirements of limited duration not reasonably foreseeable in advance. Temporary employees shall work no more than one thousand (1,000) hours per Fiscal Year in accordance with PERS. If an extension is needed, it must be by mutual agreement between the City and the Union.

Section 5. Part-Time Employees. Part-Time Employees, defined as less than Full-Time, shall not exceed thirty (30) hours per week. Part-Time employees occupying a position classification covered by this MOU shall be exempt from benefits and conditions set forth herein by the Union. No current full-time employees will be displaced through utilization of part-time employees.

Section 6. Limited Term Employees. Limited Term Employees are those employees whose wage and compensation is funded by a limited source of availability. A Limited Term employee receives pay and benefits of the classification that he or she occupies, but they do not have tenure associated with full time/permanent employees. Limited Term employees are eligible for promotional opportunities once the seniority list has been exhausted for the vacant position. A Limited Term employee occupying a position covered by this MOU are subject to the benefits and conditions set forth herein by the Union

Section 7. Reporting. If a Temporary, Part-Time or Limited Term employee exceeds the limits above, the employee will become a full- time employee and be subject to the wages, benefits and conditions of the M.O.U. A monthly report of hours worked for each Temporary and/or Part-Time employee shall be provided to the Union until the employee is relieved of duties or becomes a full time employee with the City.

Section 8. Abolition of Position or Classification. No position or classification covered by this Agreement shall be abolished, unless the services performed by a position or classification are no longer provided to the residents of the City of Imperial by the City.

ARTICLE 17 - LAYOFF AND RE-EMPLOYMENT

Section 1. Definitions.

- (a) "Layoff" is defined as an involuntary separation from City service due to lack of work or lack of funds. .
- (b) "Reduction of Hours" is defined as an involuntary reduction of hours due to lack of work or lack of funds.
- (c) "Class" is defined as the job family of related classifications as set forth in the Appendix of this Agreement and as follows:

Office Support Services Class.

Maintenance and Operations Class

- (d) "Classification" is defined as positions that are assigned the same title, job description, minimum qualifications and salary range. The Appendix of this Agreement set forth the several classifications within each class (job family).
- (e) "Seniority" is determined by an employee's date of hire in a "class" without a break in service. If two (2) or more bargaining unit employees have equal seniority as defined herein, the bargaining unit employee with the earlier hire date with the City shall be considered most senior. If a tie still exists, seniority shall be determined by lot.

Section 2. Procedure.

- (a) In the event of a reduction in force in any classification hereunder, layoff will be in reverse order of seniority with the least senior employee in that classification being laid off first. All part-time, temporary employees within the same classification shall be laid off before any full-time employee shall be laid off.
- (b) Employees to be laid off shall be notified by Certified mail sent to the most recent address provided to the City by the employee. The notice shall be deposited in the U.S. mail no less than thirty (30) calendar days prior to the effective date of the layoff. The notice shall contain the effective date of layoff; the reason of layoff; displacement rights (if any) and a copy of this Article.
- (c) After notification of displacement rights (If any) the employee must notify the Personnel Office of his/her intention to exercise displacement rights within seven (7) calendar days.

Section 3. Displacement Rights. An employee who has received notice of layoff may exercise his/her "class" seniority in the following order:

(a) If the employee is qualified and has sufficient seniority, he/she may displace the employee with the lowest class seniority in equal classifications (same salary range) within the class (job family).

(b) A lack of seniority or qualifications in equal classifications within the class will permit the employee to displace the least senior employee in succeeding lower classifications if he/she has the necessary seniority and qualifications.

(c) If any employee lacks the qualifications or sufficient seniority to bump into any of the succeeding lower classifications within the same class (job family), the employee may then look to other classifications in which he/she has established seniority even though it is a part of an unrelated "class". If the classification previously held is designated a lower salary range, the employee may exercise seniority in the classification previously held to displace the least senior employee in the classification;

(d) An employee displaced by the operation of this layoff procedure shall have the same layoff rights and may exercise seniority displacement as though he/she was being laid off.

If a vacant position exists in a classification into which an employee is bumping, the employee shall move into the vacant position. In lieu of the displacement rights described herein, an employee may accept reassignment to a vacant position in an equal or lower classification.

Section 4. Re-Employment Rights.

(a) Employees who have been laid off shall be placed on a re-employment list for eighteen (18) calendar months.

(b) Employees who, through operation of this Article, receive fewer hours or assignment to a lower classification shall be placed on the re-employment list for eighteen (18) months.

(c) Offers of re-employment shall be made in reverse order of layoffs vacancies occur in classification for which the laid off employee is qualified.

(d) Individuals on a re-employment list shall have five (5) days to respond to a written offer sent by Certified mail, beginning with the day it is deposited in the U.S. mail to the most recent address supplied to the City by the employee.

(e) Failure to respond within the time specified a refusal of employment or failure to return to work on the designated date shall cause the individual's name to be permanently removed from the re-employment list. The City shall send a certified letter notifying the employee of their failure to respond. Except that failure to

respond to an offer upon first becoming eligible shall not cause the employee's name to be removed from the re-employment list, provided the employee has previously notified the City in writing of his/her temporary unavailability to accept an offer of re-employment. The period of unavailability shall be limited to one occurrence and shall be for a period not to exceed thirty (30) calendar days.

- (Unavailability means out of town, out of state, etc.).

(f) An employee who elects separation in lieu of displacement or who voluntarily accepts reassignment to a vacant position in another classification without exercising displacement rights shall maintain his/her re-employment rights under this Article.

(g) Employees in layoff status shall have the right to participate in promotional examinations within the City.

Section 5. Notification Requirements. The City shall notify the Union in writing of any impending layoff or reduction of hours of bargaining unit employees prior to distribution of the agenda of the City Council meeting at which the layoff is to be considered.

Section 6. Seniority List. Pursuant to AB-119 the City will compile an accurate seniority list covering each employee and class under this Agreement. The seniority list shall indicate current classification and class seniority as of December 31 of the previous year. This seniority list shall be posted on the Union bulletin board at each work site and work location and one (1) copies shall be provided to the Union. An employee who wishes to protest his/her length of service on the seniority list or who disagrees with the seniority credited must file the protest with the City Manager within thirty (30) calendar days of the posting which contains his/her name for the first time, or within thirty (30) calendar days of the posting of the last prior list. Each protest shall be answered in writing with a copy to the Union. If an error has been made, the list will be corrected and the correction will appear on the next published list. In addition to the annual seniority list provided for above, the City shall update the seniority list at the time any layoff notice is given.

ARTICLE 18 - VACANCIES/TRANSFERS/PROMOTIONS

Section 1. Definitions.

- (a) A vacancy is defined as a new or existing position which the City intends to fill.
- (b) A transfer is defined as movement from one work assignment or location to another work assignment or location within the same classification.
- (c) A promotion is defined as movement from one classification to another classification with a higher monthly salary range.
- (d) Posting means that all vacancies shall be advertised for 5 working days on City bulletin boards for transfers and promotions prior to filling the vacancy from the outside.
- (e) Appropriate affirmative action procedures attached herein shall be followed.

Section 2. Transfers. The City shall first make vacancies available to transfers before promoting current employees or hiring from the outside.

Section 3. Promotions.

Promotion of current employees into vacancies will be considered as follows;

- (a) Considerations governing the selection of qualified personnel for promotion will be seniority and relative ability to perform the job.

Section 4. Outside Hiring for Vacancies. If no current employee applies for the vacancy or if no promotional employee-applicant meets the minimum qualifications for the vacant position, the City is free to advertise and fill the vacancy from the outside.

Section 5. Probationary Period. All employees who are transferred as a result of a promotion will serve a probationary period in the new position for six (6) months.

ARTICLE 19 – MAINTENANCE OF MEMBERSHIP/AGENCY SHOP

Section 1. Preamble This contract is entered into by the City of Imperial (hereinafter "the City") and Teamsters Union Local No. 542 (hereinafter "Union") as a mutual recommendation to the City of Imperial of the procedures for the initial implementation and subsequent administration of any agency shop arrangement entered into by the parties, as authorized by Government Code Section 3502.5 (a), (c), (d), (e) and (Meyers-Milias-Brown Act) through amendments effective January 1, 2001, by Senate Bill 739.

Section 2. Purpose The City and the Union mutually understand and agree that all affected employees have the right to join or not join the Union. It is the purpose of this Contract to establish fair and equitable procedures for the determination of any agency shop arrangements which may be properly approved by the City employees in eligible job classifications in the unit represented by the Union and to protect the rights and privileges of the employees, the Union and the City,

Section 3. Excluded Employees. Pursuant to G.C. Section 3502.5 (e), an agency shop arrangement shall not apply to management, confidential, or supervisory employees, therefore, the supervisory employees in the unit are excluded from any requirement to participate in an agency shop arrangement and are not covered by this Contract.

Section 4. Identification of Included and Excluded Classes. Employees in classifications in the unit are eligible for inclusion in an agency shop arrangement except for employees in current and the future classification that are supervisory.

Section 5. Prior Notification to Employees. Prior to the implementation of any agency shop provision agreement pursuant to G.C. Section 3502.5 (a), the Union shall notify all employees in the applicable unit of the agency shop agreement and shall provide sufficient information to fully inform all affected employees of the purpose of the agreement. This notice shall include a full disclosure of the amount of potential union dues and service fees that will be deducted from each employee's pay as a result of the implementation of an agency shop agreement.

Section 6. Employees' Responsibilities. Within thirty-one (31) days of employment by the City or thirty-one (31) days following the commencement of an agency shop arrangement pursuant to an agreement, employees shall have the choice of either becoming a member of the union, or of being a non-member and paying a service fee.

Section 7. Implementation of Agency Shop.

1. Notice to Employees: Within thirty-one (31) days of the agreement for an agency shop arrangement the City will provide employees in the unit and any employees hired thereafter into classes in the affected unit with an authorized notice advising them that an agreement has resulted in an agency shop arrangement and that all employees must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Affected employees shall have thirty-one (31) calendar days from the date they receive the form to fully execute and return it to the City.

2. Sufficiency of Employee's Earnings: The employee's earnings must be sufficient, after all other and required deductions are made, to cover the amount of the dues or fees authorized. When an employee is in an unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in an unpaid status during part of a pay period, whose salary is insufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions, including health care deductions shall have priority over dues and service fees.

Section 8: Employees Rights of Conscientious Objection. An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a non-religious, non-labor, charitable fund, exempt from taxation under Section 501 (c) (3) of the Internal

Revenue Code, chosen by the employee from a list of at least three of these funds as designated in this Contract.

Section 9. Designation of Non-Religious, Non-Labor Charitable Funds.

Employees covered by Article 19.4 may designate one of the following non-religious, non-labor charitable funds to which his/her applicable payments will be paid:

1. UNITED WAY
2. AMERICAN CANCER SOCIETY
3. RED CROSS

Declarations of or application for religious exemption and any other supporting documentation shall be forwarded to the Union within fourteen (14) calendar days of receipt by the City. The Union shall have fourteen (14) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City, if challenged, the deduction, to the charity of the employee's choice shall commence, but shall be held in escrow by the City pending resolution of the challenge. Charitable contributions shall be by regular payroll deductions only.

Section 10. Union Membership or Service Fee. Employees shall not be required, as a condition of continued employment, to join the union. Instead, an agency shop arrangement requires the employees, as a condition of continued employment as either to join the Union or to pay the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union.

Section 11. Permissible Uses of Service Fee. The Service fees charged by the Union to non-members covered by an agency shop arrangement is your fair share of the costs of sustaining the Local Union's broad range of programs in support of you and your co-workers. The service fee represents only that portion of the Union's expenditures devoted to collective bargaining contract administration, grievances and arbitration, and other matters affecting wages, hours and other conditions of employment. These are called "chargeable" expenditures and will include for example: the cost of negotiations with employers; enforcing collective bargaining agreements; handling employees' work related problems through informal meetings with employer representatives, the grievance procedure or hearings before an agency; union administration; and litigation related to any of the above. The service fee is only for "chargeable activity."

Section 12. Payroll Deduction, Teamsters Local 542 will notify the City Manager, in writing, of the current rate of membership dues. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. Upon completion of dues deduction, the dues shall be forwarded to Teamsters Local 542 forthwith. Effective July 1, 2013 City agrees to process the Teamsters Initiation Fee as an employee payroll deduction distributed equally into 12 pay periods for a six-month period lease.

Section 13. Prohibited Uses of Service Fees. The service fee collected by the Union from nonmembers shall not include any expenses incurred for political action and organizing expenses.

Section 14. Procedure for Challenging Amount of Service Fee. The Union agrees to assume full responsibility to insure full compliant with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v Hudson, 106 Sect. 1066 (1986), with respect to the constitutional rights of non-member service fee payers. Accordingly, the Union agrees to do the following:

1. Give thirty (30) days advance notice to non-member service fee payers of the amount of the fee and a full explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise non-member service fee payers of an expeditious and impartial decision making process before an impartial decision-maker mutually selected by the parties, where by nonmember service fee payers can object to the amount of the service fee.
3. Place the amount in dispute into an escrow account pending resolution of any objections raised by non-member service fee payers to the amount of the service fee. Any dispute concerning the amount of the service fee and/or the responsibilities of the Union with respect to service fee payers shall not be subject to the grievance and arbitration procedures contained in a comprehensive of Agreement between the parties.

Section 15. Financial Reporting Requirements of the Union. The Union shall keep an adequate itemized record of its financial transactions and shall make available, annually to the City the employees who are covered by an agency shop arrangement, within thirty-one (31) days after the end of its fiscal year, a detailed

written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by a certified public accountant.

Section 16. Process for Rescinding Agency Shop. An agency shop arrangement may be rescinded by a majority vote of all the members in the unit, provided that:

1. A request for such a vote is supported by a petition filed with the City Employee Relations Officer containing the signatures of at least thirty percent (30%) of the employees in the applicable unit; and
2. The vote is by secret ballot.

The vote may be taken at anytime during the term of the Agreement but in no event shall there be more than one vote taken during any one consecutive one year period during the term of the Agreement.

Section 17. Union Indemnification. The Union shall indemnify, defend and hold harmless the City and its officials, representatives, and agents against any and all claims, demands suits or other forms of liability (monetary or otherwise) and for legal costs that shall arise out of or by reason action taken or not taken by the City regarding an agency shop arrangement. If an improper deduction is made, the Union shall promptly refund any such amount directly to the employee.

Section 18. Effect of Legislative or Judicial Revision, Reversal or Interpretation. In the event that the agency fee provisions contained in Govt. Code Sec. 3502.5 are reinterpreted revised or reversed by action of the California Legislature or by judicial determinations pursuant to legal challenges. This Contract shall be revised or nullified accordingly in whole or in part.

ARTICLE 20 - NO STRIKE/NO LOCKOUT.

Section 1. It is agreed that during the term of this Agreement, the Union, its officers or members shall not sanction or participate in any strike, slow-down or work stoppage. It is also agreed that during the term of this Agreement, there shall be no lockout of employees by the Employer. Any employee found guilty of participating in any strike, slow-down or work stoppage will be subject to immediate discharge.

DRAFT

ARTICLE 21 - DURATION OF AGREEMENT.

Section 1.

1. City agrees to a one (1) contract beginning July 1, 2018 and ending June 30, 2020

CITY OF IMPERIAL

TEAMSTERS LOCAL NO. 542

City Manager Date

Mike Morales Date

City Attorney Date

Flavio Grijalva Date

James Bentley Date

Attest: _____
City Clerk Date

Appendix "A"

Position Allocation

City Classification List

DRAFT

Appendix "B"
Salary Schedule(s)

DRAFT

Appendix "C"
MOU Definition(s)

DRAFT

Appendix “D”

Drug – Free Workplace Policy Statement

DRAFT

**CITY OF IMPERIAL
TEAMSTERS SALARY SCHEDULE
FISCAL YEAR 2018 - 2019**

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>10 YR STEP 8</u>
55	14.68	15.41	16.18	16.99	17.84	18.73	19.67	20.65
56	15.12	15.88	16.67	17.50	18.38	19.30	20.26	21.28
57	15.31	16.08	16.87	17.71	18.59	19.52	20.50	21.52
58	15.72	16.50	17.33	18.20	19.11	20.06	21.06	22.12
59	16.12	16.93	17.77	18.66	19.59	20.57	21.60	22.68
60	16.51	17.34	18.20	19.11	20.07	21.07	22.13	23.23
61	16.89	17.74	18.62	19.55	20.53	21.56	22.64	23.77
62	17.28	18.15	19.05	20.01	21.01	22.06	23.16	24.32
63	17.73	18.61	19.54	20.52	21.55	22.62	23.75	24.94
64	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57
65	18.63	19.56	20.54	21.57	22.65	23.78	24.97	26.22
66	19.13	20.08	21.09	22.14	23.25	24.41	25.63	26.91
67	19.58	20.56	21.59	22.67	23.80	24.99	26.24	27.55
68	20.04	21.05	22.10	23.20	24.36	25.58	26.86	28.20
69	20.57	21.60	22.68	23.81	25.00	26.25	27.56	28.94
70	21.07	22.13	23.23	24.40	25.62	26.90	28.24	29.65
71	21.67	22.75	23.90	25.09	26.34	27.66	29.04	30.49
72	22.16	23.26	24.43	25.65	26.93	28.28	29.69	31.17
73	22.68	23.81	25.01	26.26	27.57	28.95	30.39	31.91
74	23.23	24.38	25.60	26.88	28.22	29.63	31.11	32.67
75	23.80	24.99	26.24	27.56	28.93	30.38	31.90	33.49
76	24.40	25.62	26.90	28.25	29.66	31.14	32.70	34.33
77	25.02	26.27	27.58	28.96	30.41	31.93	33.53	35.20
78	25.62	26.90	28.24	29.65	31.14	32.69	34.33	36.04
79	26.49	27.82	29.21	30.67	32.20	33.81	35.50	37.28
80	26.89	28.24	29.65	31.13	32.69	34.32	36.04	37.84

(2.8% COLA plus 3% Salary Adjustment)

Implementation as of 1st payday July 2018

Updated 06/27/18 - Finance Department

**CITY OF IMPERIAL
TEAMSTERS SALARY SCHEDULE
FISCAL YEAR 2018 - 2019**

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>10 YR STEP 8</u>
55	14.68	15.41	16.18	16.99	17.84	18.73	19.67	20.65
56	15.12	15.88	16.67	17.50	18.38	19.30	20.26	21.28
57	15.31	16.08	16.87	17.71	18.59	19.52	20.50	21.52
58	15.72	16.50	17.33	18.20	19.11	20.06	21.06	22.12
59	16.12	16.93	17.77	18.66	19.59	20.57	21.60	22.68
60	16.51	17.34	18.20	19.11	20.07	21.07	22.13	23.23
61	16.89	17.74	18.62	19.55	20.53	21.56	22.64	23.77
62	17.28	18.15	19.05	20.01	21.01	22.06	23.16	24.32
63	17.73	18.61	19.54	20.52	21.55	22.62	23.75	24.94
64	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57
65	18.63	19.56	20.54	21.57	22.65	23.78	24.97	26.22
66	19.13	20.08	21.09	22.14	23.25	24.41	25.63	26.91
67	19.58	20.56	21.59	22.67	23.80	24.99	26.24	27.55
68	20.04	21.05	22.10	23.20	24.36	25.58	26.86	28.20
69	20.57	21.60	22.68	23.81	25.00	26.25	27.56	28.94
70	21.07	22.13	23.23	24.40	25.62	26.90	28.24	29.65
71	21.67	22.75	23.90	25.09	26.34	27.66	29.04	30.49
72	22.16	23.26	24.43	25.65	26.93	28.28	29.69	31.17
73	22.68	23.81	25.01	26.26	27.57	28.95	30.39	31.91
74	23.23	24.38	25.60	26.88	28.22	29.63	31.11	32.67
75	23.80	24.99	26.24	27.56	28.93	30.38	31.90	33.49
76	24.40	25.62	26.90	28.25	29.66	31.14	32.70	34.33
77	25.02	26.27	27.58	28.96	30.41	31.93	33.53	35.20
78	25.62	26.90	28.24	29.65	31.14	32.69	34.33	36.04
79	26.49	27.82	29.21	30.67	32.20	33.81	35.50	37.28
80	26.89	28.24	29.65	31.13	32.69	34.32	36.04	37.84

(2.8% COLA plus 3% Salary Adjustment)

Implementation as of 1st payday July 2018

Updated 06/27/18 - Finance Department