

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE CITY OF LOMPOC

AND

**THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION 1245**



Effective January 1, 2015 Through June 30, 2017

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOMPOC
AND
EMPLOYEES REPRESENTED BY
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL
UNION 1245, AFL-CIO.**

PREAMBLE

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

- A.** The City of Lompoc (hereinafter “City”) and representatives of the International Brotherhood Of Electrical Workers, Local 1245 (hereinafter “IBEW 1245” or “Union”) have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours and other terms and conditions of employment of employees represented by the Union.
- B.** The representatives of the City and of the Union have reached agreement concerning wages, hours and other terms and conditions of employment, and jointly prepared this MOU. The deal points of this MOU was ratified by the Union on March 19, 2015 and the MOU is therefore jointly presented to City Council of the City of Lompoc for determination at its regularly scheduled meeting on April 7, 2015 pursuant to Government Code section 3505.1.

ARTICLE 1. COMPLETE UNDERSTANDING OF THE PARTIES

This MOU is intended to set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties, if not specifically addressed in this MOU or the City’s Personnel Rules.

ARTICLE 2. CITY COUNCIL APPROVAL

It is understood and agreed that this MOU is of no force or effect until approved and/or adopted by resolution of the City Council of the City of Lompoc pursuant to Government Code section 3505.1.

ARTICLE 3. RECOGNITION

The City confirms its recognition of the Union as the sole majority representative, pursuant to the recognition provisions of Resolution No. 2041, for all employees serving in the classifications included in the Operations and Maintenance Unit as set forth in "Attachment A" hereto and in the Clerical Unit as set forth in "Attachment B" hereto and the ensuing Attachments as designated, excluding temporary employees, other than those employees appointed to a permanent part-time, job share, budgeted position on a regular (non-temporary) basis from a certified eligibility list for the classification of the position.

ARTICLE 4. SALARIES AND COMPENSATION

4.1 Salary Range Cost Of Living Adjustments (COLA):

- a. **FY 2014/15.:** New salary ranges shall be implemented the first full pay cycle following adoption of this MOU by City Council but made retroactive to the beginning of the payroll period commencing January 10, 2015 as set forth for the existing or concurrently established classifications listed in Attachments A and B of this MOU, representing a total of a **one percent (1%) increase** above the salary and compensation plan in effect prior to the January 10, 2015 payroll period, but with some classifications receiving greater salary equity adjustments as reflected in the attached salary tables comprising Attachment C of this MOU and as discussed section 4.2 below.
- b. **FY 2015/16:** Effective the first full payroll period commencing June 13, 2015, new salary ranges shall be implemented as set forth for the established classifications listed in Attachments D and E of this MOU, representing a **two percent (2%) increase** above the salary and compensation plan in effect prior to the June 13, 2015 payroll period. In addition, there will be an updated salary table including the newly created Accounting Technician series effective the first full payroll period commencing June 27, 2015 as reflected in Attachment F.
- c. **FY 2016/17:** Effective the first full payroll period commencing June 11, 2016, new salary ranges shall be implemented as set forth for the established classifications listed in Attachments G and H of this MOU, providing for a new Salary Range Step F which is five percent (5%) above the then existing Step E in effect prior to the June 11, 2016 payroll period. It is agreed between the parties, after implementation of the new Step F, the City Administrator shall have sole authority and discretion to eliminate Step A from the Salary Range Step progression without further meet and confer with Union and Union waives any and all statutory or case law meet and confer obligation or any other objection to the elimination of Step A at any time thereafter.

4.2 Classification Equity Adjustments:

- a. **Wastewater Plant Operator:** In addition to the one percent (1%) COLA effective the beginning of the payroll period commencing January 10, 2015, the Wastewater Plant Operator II incumbents currently in possession of the requisite Grade III certification shall be reclassified to the Wastewater Plant Operator III classification with a ten percent (10%) pay increase, effective the first full pay period following Council approval of this MOU. A revised series specification will be drafted and reviewed by the Union for approval at a later date.
- b. **Building Maintenance Worker assigned to City Pool:** In addition to the one percent (1%) COLA effective the beginning of the payroll period commencing January 10, 2015, the Senior Building Maintenance Worker position assigned to the City pool shall be reclassified to a Senior Recreation Facilities Maintenance Worker with a five percent (5%) pay increase effective the first full pay period after City Council approval of this MOU. The new Series Specification for this position as proposed by the City on 2-20-2015 has been approved by Union.
- c. **Police Department OSA reclassification to Police Records Technician I-II:** In addition to the one percent (1%) COLA effective the beginning of the payroll period commencing January 10, 2015, the Police Department OSA incumbents shall be reclassified to Police Records Technicians I or II classification, whichever classification provides a 2.5% salary increase equity adjustment, *i.e.*, OSA II incumbents shall be reclassified to the Police Records Technician I classification with a salary range 2.5% above the OSA II job class salary range and the OSA III incumbents shall be reclassified to the Police Records Technician II with a salary range 2.5% above the OSA III job class salary range. The new Series Specification provided to the Union by the City on 3-09-15 has been approved by the Union. The PD OSA reclassifications and equity adjustments shall become effective the first pay period following Council approval of this MOU.
- d. **Finance Technician reclassification to Accounting Technician I-II:** In addition to the one percent (1%) COLA effective the beginning of the payroll period commencing January 10, 2015, the City shall reclassify the Finance Technician and Payroll Technician incumbents to Accounting Technician I, effective the payroll period beginning June 27, 2015, with a salary range for the Accounting Technician I classification two percent (2%) above the then current salary range for Accounting Technician/Payroll Technician salary ranges and providing a flexible career ladder and salary range for potential future advancement to Accounting Technician II, at a salary range that is five percent (5%) above the salary range for Accounting Technician I.

Advancement of incumbents to the journey-level Accounting Technician II classification will occur upon demonstration and verification of an employee's proficiency in at least three support areas of the Finance division. Since there is not sufficient time to immediately create validated in-house testing modules or other examination methods to validate such proficiency, the parties agree that the City shall use a performance evaluation period of a maximum of six (6) months, starting from the employee's reclassification date, to cross train and observe employee's performance of essential functions for verification of the current incumbent's abilities to progress up the career ladder to the Accounting Technician II level. The career ladder advancement will be in conformance with the requirements established by Chapter 53 of the Personnel Procedures Manual, which includes: acquisition of the appropriate training, education, experience and/or certification; satisfactory performance of essential functions; and Management discretion. Consequently, those employees who possess the requisite education (*i.e.*, college credits, associate's degree, and/or certificate accounting technician [CAT] certification) AND experience, and/or experience substitution with verification of employee's proficiency in at least three support areas in the Finance division, may require less than six (6) months to demonstrate the required skill set for career ladder advancement to the Accounting Technician II level.

The new Series Specification for Accounting Technician I & II has been approved by the parties. As a consequence of the new Accounting Technician series classifications, the single job class of Accounting Technician and Payroll Technician classifications will be deleted from the Classification and Compensation Plans, effective the payroll period beginning June 27, 2015.

- e. Fleet Mechanic Reclassification to Fleet Technician I and II:** The parties reserve the possible reclassification of the Fleet Mechanic classification to Fleet Technician I and II after further job audit and negotiation during the term of this MOU with the parties' agreeing to a re-opener to consider implementing this reclassification along with a commensurate equity compensation adjustment upon mutual agreement of the parties. City and Union will initiate a work group audit within ninety (90) days of City Council approval of this MOU.

4.3 Call-in Allowance: The definition of “call-in” and “report to work” will include any necessary interactive communication to or from an employee on a work related emergency. Employee will be compensated at the straight time rate for all time required to respond to the emergency which gave rise to the call, up to a maximum of 30 minutes. The reason for the call along with any other documentation deemed necessary by the City will be submitted for each emergency call. This policy shall only apply to Water, Wastewater, Electric, and Equipment Maintenance Divisions.

a. Not on Standby: When a regular full-time employee who is not on standby pay is called in to work and reports for work on a day other than his regularly scheduled work day, he/she shall be provided with and assigned to at least a minimum of two (2) hours work. In the event such work is not available, the employee shall be paid a minimum reporting allowance equal to two (2) hours pay at his/her regular hourly rate.

b. On Standby: When a regular full-time employee on standby pay is called in to work and reports for work on a day other than his/her regularly scheduled work day, he/she shall be provided with and assigned to at least a minimum of two (2) hours work. In the event such work is not available, the employee shall be paid a minimum reporting allowance equal to two (2) hours pay at his/her regular hourly rate.

c. Return Call-Back: If an employee, who was called back and has completed his/her assignment and left work, is again called back, he/she will not receive another minimum if the return is within the original minimum. An early call-in of up to two hours prior to scheduled start of work shift shall not be considered a call-in.

d. Standby Pay: When a regular full-time employee is required and assigned to be available for immediate emergency call-back at times that the employee is not otherwise on duty, the employee shall be compensated for such standby hours at two (2) hours straight time pay or equivalent time off for each eight (8) hours of assigned standby time.

4.4 Call-back Allowance: The definition of “call-back” and “report to work” will include any necessary interactive communication to or from an employee on a work related emergency. Employee will be compensated at the straight time rate for all time required to respond to the emergency which gave rise to the call, up to a maximum of 30 minutes. The reason for the call along with any other documentation deemed necessary by the City will be submitted for each emergency call. The policy shall only apply to Water, Wastewater, Electric, and Equipment Maintenance Divisions.

a. Not on Standby: When a regular full-time employee not on standby pay is called back to work and reports to work following completion of his/her regular shift, having left the premises in the interim, he/she shall be provided

with and assigned to at least a minimum of two (2) hours work. In the event such work is not available, the employee shall be paid a minimum amount equal to two (2) hours pay at his/her regular hourly rate.

- b. **On Standby:** When a regular full-time employee on standby pay is called back to work and reports to work following completion of his/her regular shift, having left the premises in the interim, he/she shall be provided with and assigned to at least a minimum of two (2) hours work. In the event such work is not available, the employee shall be paid a minimum amount equal to two (2) hours pay at his/her regular hourly rate.
- c. **Return Call-In:** If an employee, who was called back and has completed his/her assignment and left work, is again called back, he/she will not receive another minimum if the return is within the original minimum. An early call-in of up to two hours prior to scheduled start of a work shift shall not be considered a call-in.

- 4.5 Prearranged Work after Shift:** Employees who are required to report for prearranged work (whether on their non-work days, or on their regular work day having left the premises for at least 30 minutes) shall be provided with and assigned one-hour work. In the event such work is not available, employee shall be paid a minimum amount equal to one-hour pay.

If actual time worked is 40 minutes or greater, then the employee will be paid at one and one-half ($\frac{1}{2}$) times the hourly rate for actual hours worked.

- 4.6 Bilingual Pay:** Individuals determined to be qualified by the City will be eligible for one hundred dollars (\$100) per month bilingual pay. Qualifications for this pay shall be based on regular use of bilingual language skills in their capacity as an employee. Further, employees will be required to pass a City-administered proficiency exam to qualify and may be retested annually. The City will determine which positions will qualify and which languages will be included in this program. Any bargaining unit employee may request that his/her position be evaluated for bilingual pay eligibility.
- 4.7 Solid Waste Division Hazardous Material Certification Premium Pay:** City and Union agree that the incumbent Household Hazardous Waste Technician currently in possession of a Hazardous Waste certificate shall receive a five percent (5%) above base salary incentive pay for this voluntary certification, said premium pay is limited to this one incumbent Union represented employee. This provision to be effective first full pay period after City Council approval of this MOU, not retroactively.

4.8 Electrical Line Worker Rubber Gloving Certification & Pay:

- a. 12-kV Certified Electrical Line Worker and 12-kV Certified Lead Electrical Line Worker classifications have their own rate of pay delineated as 12-kV Certified Electrical Line Worker and 12-kV Certified Lead Electrical Line Worker in the salary Attachments to this MOU. Any Electrical Line Worker or Lead Electrical Line Worker hired or currently working without a 12-kV Line Worker Rubber Glove Certification will be compensated at the rate of pay delineated as (non-12-kV) Electrical Line Worker or (non-12-kV) Lead Electrical Line Worker in the Attachments to this MOU. Unless otherwise negotiated, the rate of pay for the certified 12-kV Lead Electrical Line Worker and certified 12-kV Electrical Line Worker shall be maintained at ten percent (10%) above the non-certified 12-kV Lead Electrical Line Worker and Electrical Line Worker respectively, as long as this program remains in place.
- b. All current Electrical Line Worker and Lead Electrical Line Worker classifications and employees in those classifications must have a Northwest Lineman's College (or equivalent) 12-kV Line Worker Rubber Gloving Certification. Any newly hired Electrical Line Worker and Lead Electrical Line Worker employees shall have six (6) months to obtain a Northwest Lineman's College (or equivalent) 12-kV Line Worker Rubber Gloving Certification.
- c. The City will pay for the initial 12-kV Line Worker Rubber Gloving Certification training one (1) time. All other training required for initial certification will be at the expense of the employee.

4.9 Tree Trimmer Power Line Clearance Work Premium Pay: Contingent upon supervisor's approval, employees in the classifications of Tree/Senior/Lead Trimmer, who possess the appropriate line clearance training and certificates, shall receive a five percent (5%) above base salary premium pay for performing assigned tree trimming power line clearance duties. Reporting/tracking of these premium work hours is required and a minimum of one (1) hour is required for receipt of such premium pay. This provision to be effective first full pay period after City Council approval of this MOU, not retroactively .

4.10 Electrical Substation Technician WiFi Repair/Maintenance Premium Pay: Employees in the classification of Electrical Substation Technician who are assigned to perform WiFi repair/maintenance duties shall receive a five percent (5%) above base salary premium pay for actual hours worked performing such duties.

4.11 Shift Differential Pay: Employees that are required to work rotating or fixed shifts shall receive one-dollar and twenty-five cent (\$1.25) per hour for swing shift and one dollar and seventy-five cents (\$1.75) per hour for midnight shift ("graveyard") assignment. This pay shall be an addition to the employee's hourly base pay for the affected shift schedule. Overtime pay, holiday pay, standby pay, etc. would reflect

this shift differential for affected pay periods. Payoffs and buy-backs of accumulated holiday pay, annual leave, ATO, sick leave, etc. would not include shift differential, even if paid while the employee is working a shift eligible for shift differential. This provision does not apply to custodial employees as they are assigned shift work as a condition of hire and are compensated for that work in their base pay.

4.12 Electronic Payroll Transfer: Wages shall be paid by an electronic payroll transfer system.

ARTICLE 5. CALPERS-RETIREMENT CONTRIBUTION AND CALPERS OPTIONAL BENEFITS

5.1 CALPERS FORMULA AND CONTRIBUTION: The pension reforms required by the California Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title 1 of the Government Code) (hereinafter "PEPRA") have been implemented as shall be any amendments thereto or related statutes that are enacted with similar mandatory provisions. Implementation of any pension reforms that are not made mandatory by PEPRA or required by law shall still necessitate that the City and IBEW 1245 representatives meet and confer over such non-mandatory changes before they may be implemented as required by the Meyers-Milias-Brown Act (Government Code Sections 3500-3511)(hereinafter the "MMBA").

IBEW 1245 represented Unit employees hired by the City prior to November 19, 2011, shall receive the "2.7% at age 55 Full Formula" (Government Code Section 21354.5) retirement benefit.

IBEW 1245 represented employees hired prior to November 19, 2011, shall pay their full CalPERS member contributions required by CalPERS for participation in the 2.7 @ 55 retirement plan, which is currently 8% of reportable earnings. The City does not and shall not make any Employer Paid Members Contribution (hereinafter "EPMC") for Union represented employees. Employees shall have the option to have a salary adjustment in the form of a tax deferred income payment for their CalPERS member contribution in accordance with the provisions of Internal Revenue Code Section 414(h)(2).

IBEW 1245 represented employees hired on or after November 19, 2011 and prior to January 1, 2013, shall receive the "2% at age 60 Full Formula" (Government Code Section 21353) retirement benefit with final compensation determined based upon the highest average pay rate and qualifying special compensation during any consecutive three year period. These employees pay their full CalPERS member contribution in an amount defined by statute (currently seven percent (7%)) and are not entitled to any City EPMC payments.

As defined under the PEPRA, all IBEW 1245 represented employees hired on or after January 1, 2013 and determined by CalPERS to be "Non-Classic" CalPERS member employees shall receive the "2% at age 62 formula" retirement benefit with

their final compensation calculated based upon the average full-time monthly pay rate for the highest thirty-six (36) consecutive months. In conjunction with this retirement formula, these employees will pay fifty-percent (50%) of the normal cost as determined by CalPERS.

As defined under the PEPRA and determined by CalPERS, all IBEW 1245 represented employees hired on or after January 1, 2013 and determined by CalPERS to be "Classic" CalPERS members, shall receive the CalPERS plan benefit formula that they would have been eligible for had they been hired on December 31, 2012, which means the same formula as those hired on or after November 19, 2011 and prior to January 1, 2013. Thus, Classic CalPERS members shall receive the "2% at age 60 Full Formula" (Government Code Section 21353) retirement benefit with final compensation determined based upon the highest average pay rate and qualifying special compensation during any consecutive three-year period. These employees shall also pay the entire CalPERS employee contribution, currently at seven (7%) percent and have no entitlement to any City EPMC payment.

5.2 The City provides the following CalPERS optional benefits:

- a. **Credit for Unused Sick Leave & Highest Year:** This transfers unused accumulated sick leave into service credit at retirement, and the "one-year highest compensation" CalPERS benefits.
- b. **CalPERS Service Credit for Military Service:** This allows employees to elect the purchase of up to four years of service credit for continuous active military service prior to employment.
- c. **CalPERS Post Retirement Survivor's Allowance:** Post Retirement Survivor's Allowance to Continue After Remarriage (Section 21266).
- d. **CalPERS 1959 Survivor's Benefit:** Third level benefits provide maximum monthly benefit of \$840 per month (provided for pre-retirement survivors [spouse and dependent children]). City will meet and confer with IBEW regarding any cost increases, which may occur in this benefit in the future.

ARTICLE 6. HEALTH AND WELFARE BENEFITS

6.1 Premiums: The City will pay health and dental premiums at the following contribution rate for regular status full time employees as follows:

	CITY COSTS HEALTH			CITY COSTS DENTAL
	Flex Credit Contribution	Direct Contribution to CalPERS	Total City Contribution	Total City Contribution
One Party	\$309.70	\$122.00	\$431.70*	\$14.64
Two Party	\$739.76	\$122.00	\$861.76*	\$27.47
Family	\$964.13	\$122.00	\$1,086.13*	\$43.23
Employee/Children	N/A	N/A	N/A	\$29.39

*Includes vision hardware

The City participates in the CalPERS Health Benefit Program, with the “unequal contribution option” at the CalPERS minimum contribution rate (MEC), which is annually adjusted based on the rules outlined by California Public Employees Retirement Law, §22892. In accordance with California Public Employees Retirement Law, §22892, the City’s minimum contribution (MEC) toward retirees shall be increased annually until such time as the contribution for active employees and retirees are equal. The CalPERS Health Program plan year is from January 1 through December 31. Premiums will be deducted the month in advance consistent with the existing health insurance plan.

The City will contribute the benefit amount identified above. The flexible credit amount will be used within a flexible benefit (“cafeteria”) plan, for the duration of this MOU, one hundred and twenty-two dollars (\$122.00) per month will be a direct City health contribution. Employees will pay a monthly processing fee for the cafeteria plan administrator’s services. An additional fee will be charged to those employees who also elect to have a medical reimbursement account or a dependent care reimbursement amount. Increases in such fees shall be the employee’s responsibility.

In the event that the City pays a higher premium contribution for employee health and welfare premium costs for employees represented by any other recognized employee organization during the term of this MOU, then the City agrees to re-open this MOU to meet and confer with Union to consider a similar increase for Union represented employees.

6.2 Job Share/Part-Time Employees:

- a. Eligible job share or permanent part-time employees in permanent budgeted positions working less than full time shall receive a prorated City contribution for health and dental based on the proportional hours worked per week in relation to a full-time forty (40) hour work schedule. For year 2015, a twenty (20) hour per week employee enrolling in one party coverage will receive a one hundred and twenty-two dollars (\$122.00) per month direct health contribution and a prorated flexible credit (50% of full time benefit allocation less \$122.00 – 20 hour/week employee flexible credit) for the composite health and vision hardware insurance.
- b. Permanent part-time and job share employees who do not enroll in the health and vision plan may have the one-party flexible health credit (prorated, based on hours per week) applied to use toward the cost of their dental premium for one-party, two-party, or family dental coverage.

6.3 Primary Health and Dental Plans: The City's primary health and dental plan providers, will be Blue Shield (HMO) under the CalPERS Health Program, and Delta Dental.

6.4 Current Level of Coverage: The City shall continue for the term of this memorandum to provide medical and dental plans at the current level of coverage for regular full-time employees and eligible job share and regular status part-time employees in budgeted positions to the extent provided by the CalPERS Health Program.

6.5 Selection of Health and Dental Carriers: The City will notify and discuss with the Union prior to the selection of health and dental carriers, however the City reserves its right to select the provider of health insurance and dental insurance during the term of this MOU.

6.6 Leave of Absence Without Pay - Health and Dental Coverage:

- a. **Work Related Injury/Illness:** Employees on a leave of absence without pay due to a work related injury or illness will have one hundred percent (100%) of their health and dental insurance premiums paid during the first six (6) months by the City, including the employees share. During the seventh (7th) month and thereafter, the employee will pay one hundred percent (100%) of the City group health and dental insurance premiums.
- b. **Non-Work Related Injury/Illness:** Employees on a leave of absence without pay due to a non-job related illness or injury, who meet eligibility criteria under the federal Family and Medical Leave Act, will continue to have their health, dental and employee assistance program premiums paid by the City at the active employee rate for twelve (12) weeks or three (3) months, whichever is greater.

6.7 COBRA: The City will provide optional continuation of health insurance benefits to eligible employees separating from City service according to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

6.8 Retiree Health and Dental Insurance:

a. Coverage: The City will offer extended health and dental insurance coverage to retirees who meet the current eligibility standard. City participation towards the cost of the coverage will be computed based upon the following formula:

PERCENTAGE	YEARS OF SERVICE
50	15
52.5	16
55	17
57.5	18
60	19
62.5	20
65	21
67.5	22
70	23
72.5	24
75	25

b. Health: The amount of City participation will be based upon the City's primary health plan provider.

c. Dental: The amount of City participation will be based upon the City's primary dental provider.

d. Retirees who meet current MOU eligibility standards for City health contribution (retired after December 15, 1990 and at least 50 years of age) shall be eligible to receive a benefit contribution under the CalPERS Health Program until age 65. Such retirees shall receive a 50% contribution with 15 years of service, increasing by two and one-half percent (2½%) for each year of service up to the maximum 75% contribution at 25 years (as detailed above). In converting to the CalPERS Health Program, the benefit contribution will be based on the primary health plan for active employees. The City participates in the CalPERS Health Benefit Program, with the "unequal contribution option" establishing a minimum monthly employer contribution (MEC) in a lesser amount for retirees than for active employees as defined by California Public Employees Retirement Law, §22892(c). The City will provide the minimum monthly employer direct health insurance contribution (MEC) and the balance will be in a flexible credit allocation in a flexible benefit plan. The amount of the direct health insurance contribution (MEC) will increase annually according to California Public Employees Retirement Law, §22892(c) until reaching the active employee direct

contribution equivalent. The flexible credit allocation will be adjusted to provide a total contribution not to exceed the contribution specified in the MOU. Retirees will pay a monthly processing fee for the flexible benefit administration.

e. Criteria: Current standards for eligibility for retiree health and dental benefits are as follows:

- (1) Employees must be covered by the City group health and dental insurance program at the time of retirement.
- (2) Employees must have a minimum of ten consecutive years of full-time permanent service with the City of Lompoc and be at least 50 years of age.
- (3) Employees eligible for a CalPERS Disability Retirement with a minimum of twenty (20) consecutive years of full-time permanent service with the City of Lompoc, regardless of age.
- (4) Benefits will be as similar as possible to those offered under the active employee plan.
- (5) In the event of the death of a retired City employee who is covered under this program or other qualifying event, any dependent will be allowed to continue existing coverage for 18 to 36 months payable at 102% of the full premium in accordance with the Consolidated Omnibus Budget Reconciliation Action (COBRA) regulations.
- (6) Coverage for retired employees and dependents will cease when the employee reaches age 65 or becomes eligible for Medicare, whichever occurs first. Coverage for dependents will also cease when the retiree becomes ineligible for continued coverage or the dependent reaches age 65 or becomes eligible for Medicare, whichever occurs first. If a change in federal regulations increases the eligibility age for Medicare, the City will meet and confer with the Union.
- (7) If a retired employee is ineligible for Medicare benefits because the City of Lompoc did not participate in the Social Security system, the retired employee will be removed from the City health plan at age 65 and he/she will be reimbursed for the cost of part A Medicare premiums.

f. Retiree Medicare Supplement Reimbursement Employees who retire on or after December 15, 1990 with a minimum of 15 years of continuous service with the City, and retired employees, who on December 15, 1990 are members of the City's Health Insurance Plan, will be reimbursed up to \$100

per month for Medicare Supplement Insurance when eligible for Medicare coverage. Reimbursement may be made for a spouse's Medicare supplement; however, the total reimbursement for retiree and spouse may not exceed \$100.00 per month.

6.9 State Disability Insurance: Employees in the bargaining unit will be given an opportunity to participate in the State Disability Insurance (SDI) program if a majority of those members choose to participate. The cost of this program will be the sole responsibility of the employee. The City will arrange for the coverage to be effective thirty (30) days after notification by the Union of the results of the election.

6.10 Life Insurance:

- a. **Level of Coverage:** The City agrees to provide at its cost the life insurance benefit equal to one times annual salary for regular full-time employees and job share or regular part-time employees in permanent budgeted position covered by this MOU.
- b. **Chosen By:** The City reserves its right to determine the provider of life insurance.

6.11 Long-term Disability Insurance:

- a. **Level of Coverage:** The City agrees to provide at its cost the present long-term disability plan, for regular full-time employees and job share or regular part-time employees in permanent budgeted positions.
- b. **Chosen By:** The City reserves its right to determine the provider of long-term disability insurance.
- c. **Maximum Benefit:** The maximum monthly benefit shall be \$3,000 per month based on maximum insured salary of \$4,500 per month.

6.12 Flexible Spending Account: The City will provide a Flexible Spending Account program (tax deferred employee contribution) that can be applied to specific expenses, e.g. childcare, medical expenses not covered by insurance plan, and orthodontic work.

ARTICLE 7. HOURS AND OVERTIME

7.1 Normal Work Schedule: An employee will normally work eight (8) hours in a workday and five (5) days in a workweek and shall normally receive two (2) consecutive days off, but not necessarily in the same workweek. Employees in the Water Treatment Plant may work 6 shifts on and 2 shifts off.

7.2 Compressed Work Schedule: The City may authorize other than a normal work schedule, such as a "4/10" or "9/80" schedule, when the department head and City Administrator finds such work schedule is consistent with the operational needs,

efficiency and cost effectiveness of the department and the City. Such schedules shall be consistent with the Fair Labor Standard Act and shall not result in an increase in overtime hours. Current agreements for compressed work schedules are provided to the Chief Steward and available in the Human Resources Department. These agreements shall not confer any rights to such employees to continuation of compressed work schedules and the City reserves the right to return to a normal work schedule at any time.

7.3 Overtime:

- a. **Overtime Work:** This Article is intended only to be construed as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked. Overtime shall be paid only if authorized and assigned.
- b. **Distribution of Overtime Work:** All overtime work to which overtime pay is applicable shall be distributed as equally as possible among all employees within a reasonable period of time and within the classifications in the divisions affected, provided the employee is capable of performing the work. Employees may request to review logs of overtime offered/charged once per quarter upon seventy-two (72) hours notice to their supervisor. If a non-bargaining unit employee is called in to work, that employee will assess the problem and take appropriate action. If the condition requires work in excess of one hour, a qualified bargaining unit employee will be called in to work.
- c. **Overtime Pay:** Employees shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week. Employees shall be paid two times their regular hour rate of pay for all hours in excess of four (4) hours beyond their regular daily work schedule [or twelve (12) consecutive hours in any work period effective April 7, 2015]. For employees working a regular straight-time twelve (12) hour daily work schedule, employees shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of twelve (12) hours, and two times their regular hourly rate of pay for all hours worked in excess of fourteen (14) consecutive hours effective April 7, 2015. The employee may at his/her option be compensated at the end of the payroll period in which it is earned for overtime either in the form of pay or compensatory time off for overtime earned and accrued up to a maximum of eighty (80) hours. Overtime in excess of eighty (80) hours will be compensated for in pay. No credit for overtime will be given for less than eight (8) minutes of overtime work following the end of the employee's regular shift. When authorized and assigned, overtime will be computed to the nearest 15 minute increment as follows:

Overtime worked	Overtime Computed
8+ minutes =	¼ hour
23 + minutes =	½ hour
38 + minutes =	¾ hour

d. **FLSA “Week Averaging” Overtime Computation:** For the purposes of overtime calculations during scheduled swing or midnight shifts for Waste Water Operators or Water Treatment Operators “Week Averaging” calculations shall not be utilized, and instead the applicable shift differential shall be added to the Operator’s regular base rate of pay prior to the calculation of their overtime payments for all overtime worked during scheduled swing or midnight shifts.

e. **Yearly Pay-Off:** Employees may be paid for a maximum of forty (40)-hours of accrued compensatory time off by providing notice to the Human Resources Office on the form provided by the City for this purpose. Compensation shall be determined by multiplying the number of hours for which compensation is requested by the employee’s regular hourly wage. The required notice by the employee must be given between October 15 and 31 of each year and will be paid on the second payday in November.

f. **Meals On Extended Overtime:**

- (1) In cases of emergency or when otherwise necessary, when a full-time City employee is required to remain on duty after the close of the employee’s normal work day and the employee works overtime in excess of two (2) hours, the employee shall receive a meal period of thirty (30) minutes on the City’s time. Every four (4) hours thereafter until the overtime work is concluded, the employee working overtime shall receive a meal period of thirty (30)-minutes on the City’s time.

The City will reimburse for meals eaten that were paid for by the employee during authorized meal periods during extended overtime. Receipts are not required; the City will rely on the individual’s integrity to claim what was actually spent **up to \$20.00** for the meal and tip. One half (1/2) hour meal period will be paid, either when employee eats, or it will be added to the overtime hours worked **if paid meal period is not taken and worked instead. NOTE: if paid meal break is taken, the extra ½ hour paid meal time overtime will not be added to overtime hours worked.**

The employee cannot receive BOTH the reimbursed meal and the additional time for the meal break added to the overtime. The exception to the above is if the employee is told to go home at the point that the meal break would occur, then the employee is due the ½

hour add-on meal break plus he/she would be reimbursed for a meal that he/she decided to purchase at that time.

- (2) The provisions of this section do not apply to employees on standby or employees called back or called in to work. Except that if, after being called back in to work whether on standby or not, the employee works four (4) consecutive hours, excluding unpaid meal breaks, then the provisions of this section will become applicable. This does not, however, apply to prearranged work.

- g. Rest Period:** The City and the Union mutually agree that when an employee has worked for eight (8) hours or more at the overtime rate during the sixteen-hour period immediately preceding the beginning of his/her regular work hours on a work day, he/she shall be eligible for rest period of at least six (6) hours on the completion of such overtime work. However, if in the opinion of the City an emergency exists, work shall continue until employee can be relieved by City. The meal paid shall be used as time worked for determining rest period.

ARTICLE 8. CITY RIGHTS

The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this MOU.

The City has and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this MOU.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to increase or decrease the work force, to establish and effect administrative and employment rules and regulations consistent with law and specific provisions of this MOU, to recruit and select applicants for positions, to promote, transfer, and assign employees, to direct its employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

ARTICLE 9. PROMOTION

The City will make a good faith effort to promote from within the City's workforce whenever possible. If the vacancy is not filled from within, the Human Resources Officer shall arrange for an open competitive examination and certification of an open competitive list.

ARTICLE 10. GRIEVANCE PROCEDURE

10.1 Definition/parameters:

A grievance is a written allegation by an employee or group of employees, and/or a Union Shop Steward, of an alleged violation, misinterpretation, or misapplication of the MOU, City rules or regulations, department-wide policy, or appeal of disciplinary action. Complaints relating to Equal Employment Opportunity (including applicant examination and selection) shall be processed pursuant to established City complaint procedures in these areas.

Performance evaluation ratings and commentary shall not be subject to the grievance procedure except as otherwise stated in paragraph one above. Rejections of original probationary appointments are not appealable in accordance with Personnel Rule IX, section 3. Employees represented under this MOU shall exclusively utilize the grievance procedure provided under this Article, and shall have no rights to pursue grievances or appeals under the Personnel Rules XIV "Grievance Procedures" or XV "Personnel Appeals."

10.2 Time Limits and Waiver of Grievance Steps:

- a. **Conditions:** It is agreed that harmonious relations between the parties require prompt handling and disposition of grievances. Failure of the grievant to comply with the time limits specified in this Article shall constitute abandonment of the grievance. Failure of the City representatives to comply with time limits specified shall entitle the grievant to appeal to the next step. However, the time limits specified may be extended by mutual agreement of the employee and his/her designated representative and the City supervisor/manager involved at that step of the grievance process.
- b. **Job Termination Grievances:** Grievances regarding disciplinary actions involving termination shall be submitted directly to the department head at Step 3 within five (5) working days after receiving the Notice of Termination.
- c. **Waiver of Step One Informal Resolution:** When the "Skelly" Pre-action meeting; made available in cases of certain suspensions, demotions, discharges or disciplinary reductions in pay is utilized by the employee, the informal grievance step required under Article 10-3a Step One - Immediate Supervisor (1) Informal Resolution will be waived. Step One Informal Resolution may also be waived by written agreement of the parties.

10.3 Procedure:

a. **Step One - Immediate Supervisor**

Informal Resolution: It is the responsibility of bargaining unit members, and/or a Union Shop Steward, who believe they have a bona fide complaint to promptly inform and discuss it with their immediate supervisor. Every effort should be made to find an acceptable solution at the lowest possible level of supervision. Such discussion shall be initiated within ten (10) working days of the incident complained of, or within ten (10) working days from the date the employee should have reasonably become aware of the incident. The supervisor shall give the employee, and/or Union Shop Steward, an oral reply within three (3) working days of the discussion.

b. **Step Two - Division Head:** If the supervisor's decision does not satisfy the grievant, he/she may file a written grievance with the division head within ten (10) working days after receipt of the supervisors' decision. The written grievance shall contain a clear, concise statement of facts on which it is based, the specific provision of the rules, policies, or MOU said to be violated, and the specific remedy sought. The division head shall consider and discuss the grievance with the grievant and his/her representative, and shall within ten (10) working days of receiving the written grievance, submit his/her response in writing to the grievant and his/her representative.

c. **Step Three-Department Head:** If the written response of the division head is not satisfactory, the grievant may file the written grievance with the department head within ten (10) working days after the grievant's receipt of the division head's decision. Within seven (7) working days of having received the Step 3 grievance, the department head or his/her designee shall set a meeting with the grievant, the grievant's representative(s), and other personnel, as necessary, to investigate and consider the grievance. Within ten (10) working days of the meeting the department head shall submit his/her response to the grievant and the grievant's representative(s).

d. **Step Four - City Administrator or Designated Representative:** If the response at Step 3 does not result in resolution of the grievance, the employee may submit the grievance to the City Administrator or designated representative within ten (10) working days of the receipt of the Step 3 response. Within ten (10) working days, the City Administrator or designated representative shall set a meeting with the grievant, his/her representative, and other personnel, as necessary, to consider the grievance. Within ten (10) working days of the meeting, the City Administrator or his/her designated representative shall submit his/her response to the grievant and the grievant's representative(s).

e. Step Five – Arbitration:

- (1) If the grievant is not satisfied with the disposition of the grievance at Step 4, the Union may submit the grievance to advisory arbitration. The Union, and only the Union may elect to submit the grievance to advisory arbitration and shall notify the City in writing within 15 working days after receipt of the Step 4 decision.
- (2) In the event the parties are unable mutually to agree upon an arbitrator, they shall request that the panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one remains, and said last name shall be selected as the arbitrator.
- (3) The arbitrator's recommendation shall be advisory only, subject to the provisions below, and shall be in writing and shall set forth the arbitrator's finding of fact, reasoning, conclusions and recommended remedy, if any. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement or the written policies, rules, regulations, procedures, ordinances, and/or resolutions of the City.
- (4) All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the City and the Union. If the parties agree to request a stenographic transcript of the hearing, then the cost of said transcript should also be borne equally by the City and the Union. All other costs will be borne by the party incurring them.
- (5) Arbitrator's recommendation shall be in the form of a recommendation to the City Council. However, if the City Council declines to review the arbitrator's recommendations, the recommendation shall be binding upon both the City and the Union.
- (6) If the City Council decides to review the arbitrator's recommendations, it must undertake such review no later than the second regularly scheduled Council meeting following issuance of the recommendation. At a minimum, such review shall include a review of the hearing record and briefs submitted by the respective parties. The Council may, if it deems appropriate, permit oral arguments by representatives of the parties as well as asking for additional written or oral evidence. In the event of such request, the presentation of argument and/or evidence must be in the presence of both parties. Within thirty (30) working days after receiving the record, the City

Council shall render a decision on the matter, which decision shall be final and binding on all parties subject to the following provision: In order to reject the advisory arbitrator's recommendations, the City Council's vote must be by a margin of four to one or better. If the Council does not render such a decision within the specified time limits, then it shall be deemed to have adopted the arbitrator's recommendations.

- (7) If the City Council rejects the advisory arbitrator's recommendation, then the City will pay the entire cost for the services of the arbitrator, including per diem expenses, travel, and subsistence expenses. The City will also pay one-half of related court reporting services, when requested by the Union.

10.4 Grievance Representatives

- a. Employees may represent themselves at all stages of the procedure or, at their election, be represented by a Union steward.
- b. An employee who reasonably believes that an interrogation may result in disciplinary action is entitled to be represented by a union representative, attorney or other individual should such a request be made by the employee.
- c. Union grievance representatives have the right to paid release time under the grievance procedure herein subject to the following:
 - (1) The Union may designate up to 12 employees as stewards to serve as grievance representatives. Each steward, except the Chief Steward, will be assigned to a specific job site. Employees shall not be represented by more than one steward, except for the Chief Steward. The Union shall notify the City Administrator and the Human Resources Manager in writing of any changes in the designated stewards and their assigned job site representation. There will be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations. Such designations shall be made from amongst employees regularly working at the job sites within the proximate geographic area where they are intended to service grievances.
 - (2) One such representative may attend mutually scheduled grievance meetings and hearings with management representatives without loss of pay or benefits. In no event shall this paid release time be used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation.

- (3) Accredited non-employee representatives may be admitted to the buildings and grounds of the City during working hours for the purpose of assisting in the adjustment of grievances, so long as such will not unreasonably interfere with work operations or the safety and security of the work site. Such representative will check in with the supervisor involved and will be required to conform with the reasonable directions of the supervisor concerning timing and duration of the visit, and the operational and safety procedures to be complied with.

ARTICLE 11. NO STRIKE

Participation in any job action by an employee pertaining to his employment with the City of Lompoc shall constitute grounds for disciplinary action up to and including termination. The City will give disciplined employees due process rights as is required by law. As used herein, job action includes any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime, refusal to operate designated equipment, refusal to perform customary duties due to any labor dispute, any concerted refusal to appear at any assigned work station because of claimed or asserted sicknesses or disabilities, and withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in any or all of the preceding activities.

In the event of such activities, the Union shall immediately instruct any person engaging in such conduct that they are in violation of the MOU and that they should immediately cease in engaging in such conduct and resume full and faithful performance of their job duties.

In addition to any other lawful remedies or disciplinary action available to the City, the City may in addition to the above, invoke any and all legal and civil remedies available to it under applicable law, this agreement and the City's Employee/Employer Relations Resolution. If a job action exists as defined above, the City Administrator may also terminate dues deductions and service fees, replace terminated employees permanently with other workers, lock out employees and/or restrict the use of any City facility of any nature whatsoever.

At such time as the term of this MOU is expired, and negotiation and impasse procedure obligations in connection with a successor agreement are exhausted, the prohibition against such job actions are no longer in effect, except where public health and safety may be in jeopardy as determined by the City. This provision shall survive beyond the term of the MOU by mutual agreement of the parties.

ARTICLE 12. SENIORITY

12.1 Definition: For purposes of this Article, unless otherwise specified, seniority is defined as length of total service in an IBEW 1245 classification with the City from date of hire. No employee shall acquire any seniority until he/she has satisfactorily completed his/her probationary period. When the employee has satisfactorily completed his/her probationary period, seniority shall date back to the date of hire or rehire, as long as rehire date does not exceed 24 months.

- a. A rehired employee will retain his/her seniority, less time off job, as long as he/she rehires within 24 months.
- b. An employee in an IBEW 1245 represented classification who becomes a full-time, permanent part-time, or job-share employee shall be credited with seniority based on the following formula:
 - (4) 1000 part-time hours per fiscal year = .5 years of seniority
 - (5) 1500 part-time hours per fiscal year = .75 years of seniority
 - (6) 2000 part-time hours per fiscal year = 1.0 years of seniority

Accrued part-time seniority may be applied to layoff, bumping, recall, and re-employment rights.

12.2 Termination: Seniority shall be terminated by:

- a. Discharge for cause;
- b. Voluntary quit, resignation or retirement, unless rehired within 24 months;
- c. Absence from work for three successive working days without notifying the City unless satisfactory evidence of inability to report is shown.
- d. Failure to contact the City within five (5) working days and reporting to work within ten (10) working days after being notified by registered or certified mail at his or her last known address to report for work following a layoff; unless an extension of time to report for work has been granted by the City in writing. It shall be the employee's sole responsibility to keep the City informed of any changes in address.
- e. Absence on layoff or on account of illness or injury not suffered on the job, for a period of one year, not counting time spent in military service other than Reserve or National Guard duty.

12.3 Layoff/recall:

- a. Subject to the provisions below, in cases of layoff and recall, normally the employee or employees with the least total service in the affected classification(s) will be laid-off first; and recalled on the basis of greatest length of total service in the affected classification(s).
- b. Employees with the greatest length of service in a department whose classifications are to be affected by a layoff may, to avoid a layoff, bump laterally or downward into another classification within the same department, provided he/she is qualified to perform the duties and responsibilities of the other classification, and provided further that the employee affected by the bumping has less departmental seniority. Under no circumstances shall this clause be interpreted or applied to provide for upward bumping rights. For purposes of this clause a "division" of the Utility department or the Community Services department shall be deemed to be a "department".
- c. If an employee subject to layoff cannot bump within their department, and if that employee has held a permanent position in another department, he/she may bump into a vacant position of that classification in the department or bump an employee in that classification in the department with less City seniority, providing he/she has the skills and abilities to perform the current duties and responsibilities of the position and meets the current qualification requirements.
- d. When, in the judgment and discretion of the City, an employee with lesser seniority has critical skills and abilities required by the City under the circumstances, then the City may retain and/or reclassify such employees even though it means laying off or failing to recall employees with greater seniority. "Critical skills" shall mean those skills, which cannot be acquired by a typical employee within a thirty-day period.
- e. All efforts will be made by the City to give 30 days-notice prior to the effective date of layoff.

12.4 Re-employment List: The names of probationary and permanent employees who have been laid off shall be placed on a re-employment list for the classification and any lower classifications in the classification series from which they were laid off in order of total continuous cumulative time served in probationary and permanent status. Their names shall remain on the reemployment list for a period of 36 months, if they remain in City service after placement in another position, or 24 months if laid off from City service, unless such persons are re-employed sooner.

Employees who have experienced a demotion as a result of a reduction in force shall also have their names placed on such a re-employment list for the classification from which they were demoted (or a lower classification if part of a classification series).

- 12.5 Recall:** Recall of employees who have been laid off will be done by restricted certified mail. The notices will be sent to the last known address of the affected employee. The employee has the sole responsibility to keep the City informed of any changes of address. After receipt of the notice, the employee must contact the City within five (5) working days and report to work within ten (10) working days, unless an extension of time to report for work has been granted by the City of Lompoc.
- 12.6 Seniority During and after Layoff:** In the event of layoff and recall from a re-employment list, the employee will retain his/her seniority date, accrue vacation leave at the same rate, and will have any unused sick leave restored.
- 12.7 Seniority List:** The City shall provide the Union, by January 31st and July 31st of each calendar year, the names and date of hire of each IBEW 1245 bargaining unit member.

ARTICLE 13. HOLIDAYS

13.1 Observed:

- a. Regular full-time employees shall be eligible for the following paid holidays:

January 1

Third Monday in January - Martin Luther King Day

Third Monday in February

Last Monday in May

July 4

First Monday in September - Labor Day

November 11

Thanksgiving Day

Friday following Thanksgiving Day

December 24

December 25

One "floating" holiday

Easter Sunday for Landfill Personnel: To be paid only to those Landfill employees that would otherwise be regularly scheduled to work on that day.

- b. Any public holiday(s) which may be proclaimed by the President or Governor and City Council or Mayor of the City of Lompoc.
- c. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday the following Monday shall be observed.
- d. Regular full-time employees hired on or after January 1st but before June 30 of the calendar year shall be entitled to a full eight (8) hour "floating" holiday as listed above in 13.1a. Regular full-time employees hired on or after July 1st but before December 1st of the calendar year shall be entitled to only a

four (4) hour “floating” holiday as listed above in 13.1a. Regular full-time employees hired on or after December 1st but before January 1st of the calendar year shall not be entitled to a “floating” holiday as listed above in 13.1a for that calendar year.

- e. **Non-Shift Employees:** Employees who are not assigned to divisions operating on a 24-hour basis or schedule shall observe December 24 as follows:

If December 24th is on:	Holiday Observed on:
Wednesday	Friday
Thursday	Thursday
Friday	Thursday
Saturday	Friday
Sunday	Tuesday
Monday	Monday
Tuesday	Tuesday

13.2 Holiday Scheduling: With the exception of employees in the Water and Wastewater Treatment Plants or other departments operating on a 24-hour basis or schedule, regular full-time employees shall, normally not be required to be on duty on holidays unless the employees services are required in the interests of the public health, safety or general welfare.

13.3 Holiday Pay: However, whenever employees are required to work on observed holidays they shall be compensated at the rate of one and one-half ($\frac{1}{2}$) times their regular hourly rate. When employees are required to work on the actual holiday, they are eligible for two times their regular hourly rate. In addition, at the discretion of the department head, the employee may either receive eight (8) hours of additional compensation or eight (8) hours of equivalent time off at the straight time rate. When employees work on an observed holiday, which is also the actual holiday, they will receive the compensation under the actual holiday provision, but not the compensation under the observed and actual holiday provisions. Any holiday time accrual may not exceed eighty (80) hours.

- a. **Call-Ins On Holiday:** When regular full-time employees are called into work on a Holiday all hours worked as a result of the call-in will be at the overtime rate until the employee’s regular shift begins.
- b. **Holiday Accrual/Pay-Off:** Holiday accrual in excess of eighty (80) hours will be compensated for in pay. In addition, employees may be paid for a maximum of 30 hours accrued holiday time-off by providing notice to the Human Resources Office on appropriate forms. Compensation shall be determined by multiplying the number of hours for which compensation is requested by the employee’s regular hourly wage. The required notice by the

employee must be given between October 15 and 30 of each year and will be paid on the second payday in November.

c. Requirements to Receive Pay: In order to receive holiday pay, on a holiday not worked, the employee must work his/her full regularly scheduled shift before and after the holiday. Otherwise, the holiday will be charged to the employees sick leave balance.

(1) The following exceptions, for not working the full regular shift before and after a holiday will be allowed:

(a) Effective April 7, 2015, employee may be required to provide written verification from a doctor of employee's illness or disability at the discretion of the employee's supervisor.

(b) Emergency medical care with written verification.

(c) When a holiday occurs during an employee authorized vacation, bereavement leave, jury duty or military leave.

(d) When an employee is sent home by the supervisor due to an obvious illness that is impairing the employee's performance.

(e) Employees who utilize sick leave for part of the day for a doctor's visit before or after the Holiday and provide doctor's verification of the visit shall have the right to qualify for holiday time.

(2) Holiday pay will not be charged to sick leave when these exceptions are met, it will be charged to holiday leave.

ARTICLE 14. BEREAVEMENT LEAVE

14.1 Defined: Regular full-time employees are entitled to up to five (5) days paid leave to attend or arrange for the funeral of the following immediate family members (whether by kindred or affinity): spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother and grandchildren. Permanent part-time and job share employees shall receive prorated leave time. The City Administrator or his designee shall determine the length of such leave with due regard for the relationship of the deceased to the employee and necessary travel, if any. In no event shall such leave exceed five (5) days.

14.2 Guardianship: A person who acted as the employee's sole or primary guardian during the employee's childhood shall also qualify as an immediate family member for purposes of the bereavement leave qualification.

14.3 Other Circumstances: If the employee is the sole guardian of a person, eligibility for bereavement leave may be authorized on a case-by-case basis at the discretion of the City Administrator or designee.

ARTICLE 15. SICK LEAVE AND VACATION LEAVE

15.1 Accrual and Use of Paid Sick Leave: Accrual and use of paid sick leave is limited to unit employees who work more than 1,040 hours per year, and who, on account of the employees physical disability (not intentionally occasioned or inflicted by the employee) is prevented from performing his/her regular duties.

15.2 Accumulated Sick Leave Credits: Such credits under this Article are intended as an insurance benefit provided by the City to protect employees during bona fide physical disability causing the employee to be unable to perform his/her regular duties.

15.3 Family Sick Leave: Regular full-time employees will be eligible to use up to 50% of their annual sick leave accrual to care for dependent child, spouse or parent due to illness.

If an IBEW 1245 unit employee has an accrued balance of 24 days (192 hours) of sick leave, he/she shall be eligible to use an additional day (for a total of 7 days for full-time employees) for family sick leave. The accrued balance will be evaluated based on the pay period prior to the family sick leave use.

Eligibility for family sick leave use based on accrued sick leave balance will be as follows:

SICK LEAVE BALANCE		FAMILY SICK LEAVE ELIGIBILITY	
6+ Days	48 Hours	6+ Days	48 Hours
24	192	7	56
36	288	8	64
48	384	9	72
60	480	10	80
72	576	11	88
84	672	12	96

15.4 Sick Leave Accumulation: Full-time unit members shall accumulate 3.692 hours of sick leave credit for every completed bi-weekly payroll period. Job Share and regular status part-time employees who occupy a budgeted position will accrue sick leave on a pro-rated basis determined by the number of hours worked.

15.5 Notification of Sick Leave: Any employee who is unable to report for work due to illness or is delayed, is responsible for insuring that his/her immediate supervisor is notified as far in advance of the start of the employees scheduled shift or within one

hour prior to or after the starting time, or in an emergency situation as soon as is practical. Supervisors shall post or distribute the names of contact persons, alternate contacts and phone numbers.

15.6 Declaration of Sick Leave: The City may require a declaration from the employee and/or the employee's physician and/or other verification concerning the employee's disability.

15.7 Denial of Sick Leave: Sick leave shall not be granted, and may be denied, retroactively, where there is evidence of malingering, false application for such leave, or other misuse or abuse of the privileges of sick leave; no compensation will be paid under such circumstances, and such actions on the part of the employee may be grounds for disciplinary action up to and including dismissal.

15.8 Non-accrual of Sick Leave: Sick leave shall not accrue to an employee:

a. **Paid Leave:** During the employee's absence on paid leave status when the employment terminates or is to terminate at the end of such leave;

b. **Unpaid Leave:** During the employee's absence on unpaid leave status; or

c. **Unauthorized Leave:** During any period of unauthorized leave.

15.9 Sick Leave under Workers' Compensation: An employee receiving temporary disability payments under the workers' compensation laws may use a prorated portion of accumulated sick leave in order to maintain regular income.

15.10 Abuse of Sick Leave: The Union shall support the City in efforts to reduce improper and/or excessive use of sick leave.

15.11 Sick Leave Incentive: Union represented employees with a minimum of one (1) year full-time or part-time budgeted regular, and job share status employment shall be eligible for an annual payment of \$300, if their sick leave utilization for the calendar year (prior 12 months) is three equivalent regular work days or less. The payment shall be calculated after the first pay period ending in December. It will be paid on the second pay period ending in December. Effective April 7, 2015, Union represented employees who have five (5) years consecutive sick leave incentive eligibility shall be entitled to a \$200 increased sick leave incentive for a total sick leave incentive of \$500 annually to be calculated after the first pay period ending in December and paid on the second pay period ending in December.

15.12 Vacation Leave Accrual: Full-time regular status employees who have served more than six months in the City service shall be eligible for vacation leave with pay. Vacation credits will be granted to such employees who have worked less than six months upon receiving a permanent appointment. Job share or regular part-time employees occupying a budgeted position will be credited vacation on a pro-rated basis determined by the number of hours worked. Other eligible employees who

work less than full-time, but more than 1040 hours during a fiscal year shall be credited vacation on a prorated basis on hours in excess of 1040. Vacation Leave Benefits will accrue to full-time, regular status employees on the following schedule:

Years of Service:	Days/Year accrual:
1-5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16-24	21
25	22

Part-time, temporary service in a IBEW 1245 classification shall be credited on prorated basis toward service time for vacation accrual rate (see Article 12-1b), as long as no break in service. Employees reinstated within 24 months after resigning from City service shall be credited with their prior service time for determining their vacation accrual rate.

15.13 Catastrophic Leave:

- a. Catastrophic Defined:** A serious or catastrophic illness or injury is defined as an adverse medical condition in which a physician has verified that an employee will be absent from work for more than 20 consecutive work days.
- b. Donations:** A Catastrophic Leave Donation Policy will be implemented providing the transfer of vacation leave, compensatory time, or holiday leave time, from one employee to an employee with a serious or catastrophic illness who has exhausted all leave balances, subject to a maximum credit of 520 hours.

15.14 Excess Vacation: Accumulation of vacation time is computed annually effective the first pay period ending after January 1 of each year. On that date any employee who has accumulated vacation time in excess of the amount allocated for two years of continuous service will stop accruing vacation leave until their balance is below the maximum. If there are special circumstances preventing employees from scheduling all excess vacation before such date, they may request carryover approval from the City Administrator. Employees should specify in a memo sent to the Department Head the circumstances preventing vacation use and the time frame in which vacation will be reduced below the maximum. The Department head will then forward the request to the City Administrator and a copy to the Human Resources

Director with his/her recommendations. The City Administrator will notify the employee and the Human Resources Department of his/her decision on the request.

15.15 Compensation for Unused Vacation Leave: Employees may elect to cash in up to five (5) days equal to a maximum forty (40) hours of unused vacation time once per calendar year during the first payroll in December by providing notice, no later than the last pay date in November, to the Human Resources Office on the appropriate forms. Compensation shall be determined by multiplying the number of hours for which compensation is requested by the employee's regular hourly wage.

ARTICLE 16. WORKING OUT OF CLASS

16.1 Qualifications:

- a. Any person temporarily appointed to serve in a higher classification and serving continuously in said classification for 10 work days, or 80 hours of working on a compressed work schedule, shall receive the compensation established for the higher classification retroactive, back to and including the first work day.
- b. Holidays which fall during the ten (10) day qualifying period prior to establishing eligibility for "Out of Class" pay shall be counted as a workday for purposes of meeting the 10-day time line.
- c. Employees absent during the qualifying 10 workday periods shall receive credit for those days worked prior to the absence if he/she returns to out-of-class position on the first day back to work. If the employees returns to work in their regular classification and is reassigned out-of-class at a future date, a new 10-day qualifying period must be met.
- d. Absences due to illness or an injury of less than four hours for eight-hour work days (or 4½ hours for 9-hour days; 5 hours for 10-hour work days) will be counted as a day worked for purposes of the qualifying 10-day period.

16.2 Exceptions: Once an employee has qualified for acting pay in a specific assignment for a total of 10 work days during the calendar year, he/she will be eligible for acting pay in same assignment beginning with the third day in acting status during the remainder of the calendar year. If at the beginning of a new calendar year, an employee has met the qualifications for working out of class pay for the previous calendar year and is currently serving in that capacity, he/she shall continue to be eligible until termination of that assignment.

If serving in an acting assignment for at least nine (9) pay periods, an employee shall be eligible to receive holiday and ATO payoffs at the compensation rate for his/her acting assignment.

ARTICLE 17. PAYROLL DEDUCTIONS – UNION DUES

17.1 The City and IBEW 1245 have a negotiated agency shop agreement for all IBEW 1245 represented employees pursuant to Government Code Section 3502.5 as follows:

- a.** As used in this MOU, "agency shop" means an arrangement that requires from and after the thirty-first (31st) day of employment an employee in the represented bargaining units, as a condition of continued employment, either to join IBEW 1245 as the recognized employee organization or to pay IBEW 1245 a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of IBEW 1245.
- b.** 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 IBEW 1245 as a condition of employment. The employee shall 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 nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following list of three of these funds: (1) American Heart Association, (2) Boys and Girls Club of Lompoc, or (3) United Way. Proof of the payments shall be made by the employee to the City on a monthly basis as a condition of continued exemption from the requirement of financial support to IBEW 1245.
- c.** IBEW 1245 shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of IBEW 1245, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the City with a copy of the financial reports.
- d.** The City agrees to have agency shop dues deduction from each IBEW 1245 member's first and second paycheck of each month and remit to IBEW 1245 all such monies as are authorized in writing by the employees using dues deduction authorization forms provided by the City and the amounts to be deducted for Union dues shall be certified to the City by the appropriate Union official.
- e.** IBEW 1245 shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other

action relating to dues deduction, agency shop, or any provision or obligation set forth in this Article.

- 17.2** Job share and part-time permanent employees who work less than full-time, but more than 1040 hours during a fiscal year shall be required to pay to the Union a proportionate representative service fee to IBEW 1245 as stated above. For these employees proportionate share shall be allocated based on their hours worked as a proportionate share of a regular full-time employees hours worked. A job share employee working half time would pay one-half the cost of the representation service fee not to exceed the maximum representation fee amount.
- 17.3** Prior to an employee becoming obligated hereunder to pay any portion of a service fee, IBEW 1245 must have given sufficient financial information to potential objectors to allow them to gauge the propriety of IBEW 1245's representation service fee. As used herein, potential objectors shall mean any unit employee who is subject to the representation service fee. This information shall be updated annually and made available in accordance with Government Section 3502.5(d). The financial information must be an adequate disclosure that would include major categories of expenses (for collective bargaining and contract administration for which the non-member can be charged) as well as verification by an independent auditor. The financial information must apply to the local expenditures as well as uses made by State and national affiliations to whom the local union transmits a portion of the funds.
- 17.4** The unit employee who is subject to the payment of a representation service fee hereunder shall have the right to object to any part of that fee payable by him or her which is claimed to represent the employees additional pro rata share of expenditures by the Union that is in aid to activities or causes of a partisan, political, or ideological nature, or that is applied towards the cost of benefits available only to members of the Union, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering the MOU.
- 17.5** The potential objectors will then be in a position to object to specific expenditures. If the Union does not accommodate the service fee payer's objection, the Union shall thereupon deposit the disputed share of the service fee in an interest-bearing escrow account that is under the control of a disinterested third party. The objector is thereupon constitutionally entitled to a reasonably prompt decision by an impartial decision-maker. The impartial decision maker will be jointly selected by the Union and the objecting employee.
- 17.6** The representation service fee arrangement provided by this Article may be rescinded by a secret ballot majority vote of all unit employees, provided that (1) one year has elapsed subsequent to the initial election approving the service fee; (2) a request for such vote is supported by a petition containing the signatures of at least

25% of the employees in the unit; (3) in no event shall there be more than one vote taken during any one contract year. The sufficiency of petitions shall be determined and the election conducted by the State Mediation & Conciliation Service (SMCS) or any other entity or individuals agreed to by the Union and the City. If there is no agreement, the election shall be conducted by the SMCS. Any costs of the election shall be shared equally.

- 17.7** The City will include a notice in full-time regular status job announcements that the identified classification is union represented and following completion of their thirtieth (30th) day of employment employees must pay either union dues or a union service representation fee.

ARTICLE 18. PROTECTIVE CLOTHING

- 18.1 Gloves:** The City will provide gloves to employees where needed as determined and authorized by their department directors. Gloves will only be worn while performing City authorized functions. Employees shall be responsible for loss of gloves while under his/her control. This does not include normal wear or work-related damage.

18.2 Boots:

- a. General:** The City will provide safety boots every 12 months for employees in classifications whose regular job duties necessitate safety boots as determined by the City. Employees are expected to maintain safety boots in reasonable condition. The maximum allowable amount for such boots will be one-hundred and fifty dollars (\$150).

As it is the supervisor's responsibility to track purchases, prior to making any purchase, employees must obtain written supervisory authorization.

If an employee makes a pre-approved/qualifying purchase that meets ANSI and departmental standards from a vendor that does not have a valid open purchase order with the City of Lompoc, reimbursement for such purchases can be made by check request through the individual department. Likewise, online purchases of boots may be done using a City Purchasing Card Account (a City Credit Card) in accordance with the Purchasing Card Policy and Procedures. For proximal vendors of common use - Purchase Order numbers may be established through normal departmental processes and letters prepared for employee identification and purchase.

Unless making a web-based purchase wherein a City credit card is utilized, it is the employee's responsibility to obtain this equipment outside of normal work hours unpaid.

- b. Ergonomic:** Customer Service Workers will also be provided with appropriate ergonomic footwear, as determined by the City, every twelve (12) months.
- c. Replacement:** At supervisor's discretion, replacements of boot or ergonomic footwear for Customer Service Workers can occur earlier than every twelve (12) months on the basis of extraordinary wear or damage from job duties, or later than every twelve (12) months on the basis of lack of wear or use.

18.3 Uniforms: The following regulations will apply to the use of City furnished and maintained uniforms by all City employees:

- a.** The uniform is to be worn only while performing City authorized work related functions. This includes the commute to and from work.
- b.** The employee is required to wear the provided uniform while engaged in Department business. The exception to this rule is where, due to no fault of the employee, a clean uniform is not available.
- c.** Each employee is responsible for obtaining clean uniform sets at the location designated by each Department Head.
- d.** Each employee is responsible for returning soiled uniforms to the designated location for pick-up by the uniform service. Number of returned uniforms must be verified by the Division Head or his authorized representative.
- e.** The employee is responsible for verification of the number of uniform sets received and any deviation from the number of sets shown delivered should be immediately brought to the attention of the Division Head or his authorized representative.
- f.** The employee shall be responsible for the loss of uniforms while under his control. This does not include normal wear nor work related damage.

ARTICLE 19. POSTING OF NOTICE

The Union shall have the right to use the City's interoffice mail system and post on bulletin boards designated by City in the space set aside for Union matters, notices of Union meetings, elections, results of elections, and any other matters pertaining to normal, regular and lawful Union business. Any Union activity addressed in this Article must be conducted on the employee's own time.

ARTICLE 20. CONFIRMATION OF REQUIRED DRIVER'S LICENSE

20.1 Confirmation of required driver's license: It is agreed that the City shall have the right, upon request, to demand confirmation that any employee, whose job description includes the requirement that the employee possesses a valid and appropriate driver's license, possess such a license. The employee shall cooperate

with the City in filing any request for information required by the Department of Motor Vehicles. All employees required to maintain a valid California Driver's License by job description shall participate in the DMV Employer Pull Notice (EPN) Program, with the exception that the parties shall meet and confer regarding any Class C unit member who objects to consenting to same.

20.2 If your license is suspended or revoked: Employees who drive City vehicles or personal vehicles in the course of their job duties, must notify their department head if their license is suspended or revoked.

ARTICLE 21. USE OF CITY RECREATIONAL FACILITIES

As City recreation facilities become available, employees in the bargaining unit will be given the opportunity to participate at no charge. Employees will be notified of the specific facilities covered by this Article.

ARTICLE 22. DRUG AND ALCOHOL TESTING REQUIREMENTS

Employees who are required to have a commercial driver's license, and have been issued a valid commercial driver's license, are subject to the alcohol and drug testing rules published by the Federal Highway Administration and the U.S. Department of Transportation of February 15, 1994.

ARTICLE 23. TRANSMISSION OF DOCUMENTS

The City will provide the Union with a mailbox in the City Hall mailroom to be used for transmission of Union/City business.

ARTICLE 24. PERSONNEL PROCEDURES MANUAL

24.1 The City will provide the Chief Steward with a hard copy and revisions of the Personnel Procedures Manual. The Personnel Procedures Manual and MOU will be available on the City intranet.

24.2 The City will provide the Union with any changes to the Personnel Procedures Manual involving a mandatory subject of bargaining.

ARTICLE 25. JOB DESCRIPTION NOTIFICATION

25.1 Employee Notification: When a change in an employee's job specification is approved by City Council, if the education, certification, or other minimum qualifications are changed, the division manager, or designee, shall inform current employees of the actions necessary to meet the new qualifications. This will include the time limit for obtaining the new qualifications.

25.2 New Requirements Policy: When City management staff receives notification of new requirements for drivers' licenses or certificates/licenses for employment, they shall notify all employees affected by the new requirements. The notification will

include the specific requirement, the reason for the requirement, the specific date when the requirement must be met (a reasonable time frame will be stipulated), and the consequences if the requirement is not met by the deadline.

If an employee is unable to meet the requirements due to a disability as defined by the American with Disabilities Act, his/her case, including potential accommodations, may be considered and reviewed by the division manager.

25.3 New and Changed Classification Specifications: The City shall notify the Union in advance of any new or change in a IBEW 1245 classification that affects a term or condition of employment or salary range, and will provide the Union with an opportunity to meet/confer on these issues.

25.4 New Qualification/Certification Meet & Confer: The City and Union shall meet and confer regarding any new qualification or certification required for a position or class of positions by law, regulation, or City determined operational need, including the need for any compensation adjustment as a result of the additional qualification or certification.

ARTICLE 26. TUITION REIMBURSEMENT

The City will provide tuition reimbursement for college courses in accordance with Personnel Procedures Manual Chapter 43 "Tuition Reimbursement for College/University Courses." In addition, the City will provide community college students up to 100% tuition reimbursement and 100% reimbursement for required course books per semester. (Course syllabus and receipts identifying books purchased are required for books).

ARTICLE 27. TRAINING

- a. The parties recognize that training programs and the advancement of employees to positions of higher skills are matters of great importance and interest to the City, the Union, and the employees covered by this MOU. However, the City shall retain the right to determine what training is required for the employee to improve his/her performance on the job. Such training may include requests by Department Heads for additional training of current employees, subject to the approval of the City Administrator.
- b. Direct costs for all training or instruction required by the City shall be paid for by the City.

ARTICLE 28. LABOR MANAGEMENT COMMITTEE

The City and the Union agree to form a Joint Labor-Management Committee to study issues of mutual concern and develop strategies. Such meetings may be held quarterly. The party requesting a labor-management meeting shall provide the other an agenda at least seven (7) calendar days prior to the scheduled date. The dates and times of the meeting(s) will be mutually agreed upon by the members of the committee.

Membership shall consist of two (2) employee representatives appointed by the Union, the Human Resources Manager (or designee) and a management employee designated by the Human Resources Manager (or designee). The committee may also include the City Administrator (or designee). Other employee(s) may attend by mutual agreement of the parties; a paid IBEW staff representative may also attend.

It is expressly understood the purpose of the labor-management meetings(s) is to discuss and provide information, and not to change, eliminate or add to the provisions of this Agreement. Joint recommendations of labor & management shall be referred to the City Administrator for review and appropriate action.

ARTICLE 29. NOTIFICATIONS OF EMPLOYMENT/CONTRACTING OUT

Notices of demotions, dismissals, disciplinary reductions in pay, and suspensions will be in writing and served personally on the employee. Notices will be sent by certified mail to the last known address when they cannot be personally served.

The City will notify the Union of any proposed contracting out of services currently performed, when such contracting out would displace or financially impact an incumbent bargaining unit employee. The City will allow the Union the opportunity to discuss alternatives to the proposed contracting out prior to submission of recommendations to the Lompoc City Council.

ARTICLE 30. EMPLOYEE RIGHTS

Employees of the City of Lompoc shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purposes of representation on matters of employer-employee relations, including wage, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by the Union because of the exercise of these rights.

ARTICLE 31. STEWARD RELEASE TIME FOR UNION BUSINESS & TRAINING

- a. **Notice:** With a minimum of three day notice to the City by the Union, the City shall make a good faith effort to release Shop Stewards to attend to Union business in accordance with the entirety of this Article.
- b. **Shop Steward Release:** Subject to notification and operational feasibility in Article 31 a. above, the City shall release Shop Stewards for Union business. Subsequent to receiving an itemized billing from the City, the Union shall reimburse the City for all regular hours, including fringe benefit costs, associated with the duration of the Union Business and/or training release.
- c. **Shop Steward Training Release:** Subject to Union presentation and City management approval of an annual schedule, as well as operational

feasibility at the time of the specified training, the City shall make a good faith effort to release Union Shop Stewards for the annually approved Union Shop Steward training.

- d. **Wages and Benefits While on Union Business:** When, at the request of the Union, an employee is off of work for Union business as described herein, the City shall allow the Shop Steward to utilize available accrued vacation or ATO time for the time off. Upon receipt of invoice from the City itemizing costs incurred for wages, employment taxes, payroll liabilities, and employee benefits related to the vacation or ATO time used, the Union shall reimburse the City 100% of the itemized costs invoiced. Upon receipt of payment made by the Union, the City will reinstate a like amount of vacation or ATO time utilized by the Shop Steward for such Union business. If a Shop Steward does not have enough vacation or ATO time accrued to compensate for the time off, such time off will be unpaid beyond the available vacation or ATO time accrued.
- e. **Grievance and Disciplinary Appeal Release Time Separate:** The release time described in this Article is in addition to and separate and apart from the release time afforded by the grievance and disciplinary appeal procedures defined in this MOU and provided for by applicable law.
- f. **Union Leave of Absence:** City shall at the request of the Union grant a "Union Leave of Absence" without pay to one employee for the purpose of engaging in Union business. Such "Union Leave" shall be for a period or periods not to exceed a total of 72 consecutive months. An employee who has returned to work for the City following an absence on "Union Leave" in excess of six months shall not be granted another "Union Leave" until such employee has worked for a period equivalent to the time of the last continuous absence while on "Union Leave." Subsequent to receiving an itemized billing from the City, the Union shall reimburse the City for all regular hours, including fringe benefit costs, associated with the Union Business Leave of Absence. In the event there are disputes over the City's itemized billing, the City Administrator shall meet with both parties and make a final decision on the itemized billing matter.

ARTICLE 32. SUPPORT OF AGREEMENT

By entering into this MOU, the City and the Union have arrived at a final understanding through the meet and confer process, resolving any differences, which may have arisen during that process. Accordingly, it is agreed that the Union will support this MOU for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and confer process except by mutual agreement of the City and the Union.

ARTICLE 33. SAVINGS CLAUSE

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws and regulations, and city ordinances affecting public health and safety. If any part or provision of this MOU is in conflict or inconsistent with such above applicable laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdictions, such part or provisions shall be suspended and superseded by any such applicable law or regulations and the remainder of the MOU shall not be affected thereby.

ARTICLE 34. DURATION OF AGREEMENT

- a. The terms and conditions of this Agreement shall remain in full force and effect commencing from the date of determination/approval by City Council and shall terminate at midnight on June 30, 2017.
- b. In addition to any specific re-openers listed herein this MOU, the City and the Union shall each have the opportunity to also reopen this MOU during its term to negotiate the following matters;
 - (1) Updating and modifying the City's Employer-Employee Relations Resolution; and
 - (2) Updating and modifying the City's Personnel Rules and Regulations.

ARTICLE 35. RATIFICATION AND IMPLEMENTATION

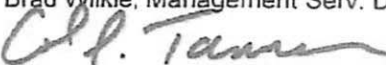
By signing this MOU, IBEW 1245 represents that its members have ratified the MOU and that IBEW 1245 jointly recommends the MOU to the City Council for determination, consideration and adoption. By signing this MOU, the City designated negotiation team and the City Administrator represent that they jointly recommend the MOU to the City Council for determination, consideration and adoption.


IN WITNESS WHEREOF, the parties hereto agree to the language of this Memorandum of Understanding. Executed on this 1st day of April, 2015.

CITY OF LOMPOC:


Patrick Wiemiller, City Administrator


Brad Wilkie, Management Serv. Director

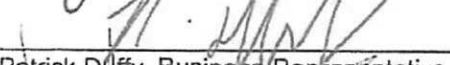

Colin Tanner, Deputy City Attorney


Gabriel Garcia, HR Manager

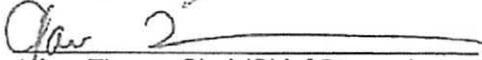
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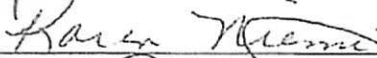

Tom Dalzell, Business Manager


Ray Thomas, Asst. Business Manager

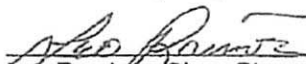

Patrick Duffy, Business Representative

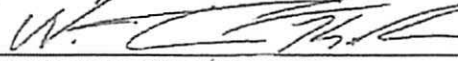

Mark Taylor, Business Representative

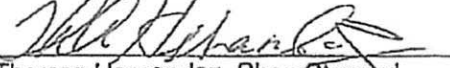

Jaime Tinoco, Chair/Chief Steward


Karen Niemi, Shop Steward


John Daniels, Shop Steward


Leo Ramirez, Shop Steward


Travis Kalin, Shop Steward


Theresa Hernandez, Shop Steward


Ko Sumaryadi, Shop Steward


Gary Silbaugh, Shop Steward

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

8/25/2015

Lonnie Stephenson, President
This approval does not make the
International a party to this agreement.