

## TENTATIVE AGREEMENT SUMMARY BETWEEN IBEW 1245 (UNION) AND THE CITY OF LOMPOC (CITY)

The following tentative agreement summary for a successor Memorandum of Understanding between the City and the Union is subject to ratification/approval by the Union's membership, and then approval/adoption by the City Council:

1. **Term:** January 1, 2015 through June 30, 2017.
2. **COLA:** [City TA with Union proposal 1-22-15.]
  - a. One percent (1%) base salary cost of living adjustment retroactive to begin in payroll period commencing January 10, 2015.
  - b. Two percent (2%) base payroll cost of living adjustment effective beginning in the payroll period commencing June 13, 2015.
  - c. Step "F" five percent (5%) beginning in the payroll period commencing June 11, 2016. (City Administrator has sole authority to eliminate Step "A" from the Salary progression without further meet and confer and Union waives any and all statutory or case law meet and confer obligation or any other objection to the elimination of Step A).
3. **Article 4: New Certification Meet and Confer Language:** (As countered by City on 2-20-15).

"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."
4. **Article 6 Health & Dental Benefits Re-Opener:** (Tentative Agreement 1-22-15).

"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 City will agree to re-open this MOU to meet and confer with Union to consider similar increase for Union represented employees."
5. **Article 7 Hours and Overtime:** (As proposed by Union on 1-22-15).

"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. 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. 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

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assigned, overtime will be computed to the nearest 15 minute increment as follows: (remainder remains unchanged) Union new proposal is OT pay for hours in excess of 4 hours reg shift or for emergency call in." This provision to be effective first full pay period after City Council approval, not retroactively."

6. Article 13 Holidays: (Tentative Agreement with Union proposal of 1-22-15).

"At Supervisor discretion, employee may be required to provide written verification of illness or disability." This provision to be effective first full pay period after City Council approval, not retroactively.

7. Article 15 Sick Leave Incentive: (Tentative Agreement with Union proposal of 1-08-15).

Increase \$300 incentive to \$500 for those who have 5 years consecutive eligibility. This provision to be effective first full pay period after City Council approval, not retroactively.

8. Article 15 Vacation Leave: (As countered by City on 1-08-15).

Add 1 additional day after 25 years. This provision to be effective first full pay period after City Council approval, not retroactively.

9. Article 30 Steward Release Time: (Tentative Agreement with Union proposal of 1-22-15).

ARTICLE 30 STEWARD RELEASE TIME FOR UNION BUSINESS & TRAINING (revised language b., new language f. highlighted below)

b. Subject to notification and operational feasibility in 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.

f. 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.

10. Waste Water Treatment Plant Operator: (Tentative Agreement 1-08-15)

In addition to the one percent (1%) COLA effective January 10, 2015, an additional ten percent (10%) plant upgrade and certification increase to base salary effective the first pay period following Council approval of this Tentative Agreement (Tentative Agreement 1-08-15).

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**11. Building Maintenance Worker assigned to City Pool reclassified to "Recreation Facilities Maintenance Worker": (Tentative Agreement 2-26-15)**

In addition to the one percent (1%) COLA effective January 10, 2015, Building Maintenance Worker assigned to the City pool shall be reclassified to a Recreation Facilities Maintenance Worker with a 5% pay increase effective the first full pay period after City Council approval. Class Specification as proposed by City 2-20-2015 is approved by Union.

**12. Tree Trimmer Premium for Line Clearance: (Union TA on City Counter 2-20-15)**

1 hour minimum of five percent (5%) Line Clearance premium pay to base salary for those tree trimmers with certificates and contingent upon supervisor approval and tree trimmers reporting/tracking premium work hours. This provision to be effective first full pay period after City Council approval, not retroactively.

**13. PD OSA reclassification to Police Records Technician I-II: (Union TA City counter 3-09-15)**

Reclassification PD OSAs to Police Records Technicians I-II with the 2.5% equity adjustment. New Class Specification provided by City 3-09-15 and approved by Union. PD OSA Specialist reclassifications and compensation adjustments shall become effective the first pay period following Council approval of this Tentative Agreement.

**14. Finance Technician reclassification to Accounting Technician I-II: : (Union TA City counter 3-09-15)**

Career ladder is created with Accounting Tech I salary range 2% above current salary range effective June 27, 2015 and then Accounting Tech II salary range 5% above the Tech I salary range. See full details on this proposal provided by City on 3-9-15 along with new Class Specification. Reclassification to Accounting Tech 1 to become effective the first pay period following Council approval of this Tentative Agreement. Accounting Tech II designated to be determined per City 3-9-15 proposal.

**15. Solid Waste Division Hazardous Material Certification: (Tentative agreement 1-22-15 cert pay only)**

Union Solid Waste represented incumbent employee with Haz Mat certificate to receive five percent (5%) incentive pay for voluntary certification, limited to one certification for Union in this Division. This provision to be effective first full pay period after City Council approval, not retroactively. To be added to Article 4, as subsection 4-8.

**16. Fleet Mechanic Reclassification to Fleet Technician I and II: (Tentative agreement 2-20-15)**

The parties reserve this issue for further job audit and negotiation during term of MOU with a re-opener to make equity adjustment if mutually agreed by the parties. City and Union will initiate a work group audit within ninety (90) days of City Council approval of MOU.

**17. MOU Clean-Up Issues: (Tentative Agreement)**

Add in already agreed upon Apprenticeship and Rubber Gloving language along with past side letters regarding floating holidays and differential pay for substation techs.

**18. Updated Training Article: (City counter 3-09-15)**

New Training Article to cover existing Article 26 and any other newly adopted proposals which would affect employee training.

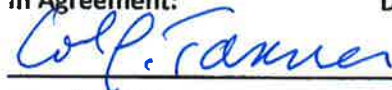
**19. Revised Article 20 Confirmation of Required Drivers License: (City proposal 3-9-15)**

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. (Tentative Agreement 2-20-15).

In Agreement:

Date: 3-16-15

Date: 3-16-15



Colin Tanner

City of Lompoc Lead Negotiator



Ray Thomas

IBEW 1245 Lead Negotiator