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President  
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**MEMORANDUM OF  
UNDERSTANDING**

**WITH**

**CITY OF RIDGECREST**

**JULY 1, 2021 – JUNE 30, 2024**

## NOTES

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# NOTES

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED FOOD AND COMMERCIAL WORKERS  
8-GOLDEN STATE  
AND  
CITY OF RIDGECREST**

This Memorandum of Understanding (hereinafter referred to as MOU) is entered into by and between the **CITY OF RIDGECREST**, a municipal corporation (hereinafter referred to as the CITY), and the **UNITED FOOD AND COMMERCIAL WORKERS 8-GOLDEN STATE** (hereinafter referred to as the UNION), pursuant to Government Code 3500 et seq, and City of Ridgecrest Resolution No. 76-21 provisions of which may be superseded by the MOU or other lawful action of CITY. It is understood that this agreement is effective only upon ratification of UFCW leadership and members and approval by resolution duly adopted by the City Council of the City of Ridgecrest.

**SECTION I. RECOGNITION**

The CITY recognizes UNION as the majority representative of those CITY employees holding job titles set forth on the attached Exhibit "A" (and at the discretion of CITY), pursuant to, and subject to the provisions of the City Resolution No. 76-21. Part-time, seasonal, temporary, supervisory, confidential, and management employees are excluded from representation by UNION.

**SECTION II. TERM OF AGREEMENT**

The terms of this Agreement shall become effective July 1, 2021 and remain in full force until June 30, 2024, and shall apply to unit members as specified in Section I.

**SECTION III. MEMBERSHIP**

1. The CITY agrees to deduct membership dues, voluntary political dues, and initiation fees for UNION members as permitted by law and authorized by individual UNION members upon written request by the member. Notification must be received by CITY no less than ten (10) days prior to date of first deduction or date of termination of deduction. The CITY agrees to forward the collected funds to UNION within thirty days after collection.

2. The UNION agrees to hold CITY harmless and indemnifies CITY against any claims, causes of action, and lawsuits which may arise out of the deduction of dues and fees or transmittal of such funds to UNION.

3. The CITY shall provide UNION information regarding personnel actions affecting any member whose job classification is subject to representation by UNION before the fifteenth (15<sup>th</sup>) of the following month. For the purposes of this section personnel actions shall include new hires and terminations, and changes of membership in UNION. Notice shall include the name, job classification, department, rate of pay, and a contact phone number of the affected member, along with the date of the event.

4. The CITY agrees to recognize three (3) Stewards duly appointed by UNION. The UNION shall notify CITY of the names of the currently designated Stewards and any changes thereof. Upon two (2) weeks notice to CITY, two (2) Stewards will be scheduled off and paid, at the member's daily straight-time rate based on the average daily hours worked in the pay period preceding, standard days wage, to attend one (1) one-day Stewards training seminar per calendar year. The parties agree that such time shall not be considered time worked for purposes of overtime, benefit contributions or other incidents of "time worked".

#### SECTION IV. DEFINITIONS

1. **ALTERNATIVE WORK SCHEDULE** – Any work schedule that differs from eight (8) hours per day (e.g. 9/80, 4/10's, etc.)..

2. **DAYS** – Unless otherwise specified, all references to days within the MOU (e.g. within five [5] days) shall refer to business days defined as regular non-weekend, non-holiday, non-furlough, non-flex days during which City Hall is open and available to members of the public.

3. **DEPARTMENT** – Any work function of CITY either segregated by job function(s), subordinate to the City Manager, or subordinate to the City Council.

4. **DEPARTMENT HEAD** – The person charged by the City Manager to manage and direct the actions of a Department. In some instances, the City Manager will also serve as the Department Head.

5. **FLEX DAY** – In the event a member is assigned to a compressed work schedule (e.g. works four [4] days of nine [9] hours and one [1] eight-hour day in one week followed by four [4] days of nine [9] hours the following week) the day off is the flex day.

6. **FURLOUGHS** – In the event of a declaration of fiscal emergency, the CITY and the UNION will agree to meet and confer on the possible implementation of furloughs. Based on organizational need and/or funding source final decision will be made at the sole discretion of the City Manager.

7. **GRIEVANCE** – Misinterpretation or misapplication of the MOU alleged by a member who is adversely affected or by UNION on behalf of a member or by the UNION.

8. **IMMEDIATE FAMILY** – Is a defined group of relations used in rules or laws to determine which members of a person's family are affected by those rules. This group shall include the spouse or registered domestic partner, child (including step-children), parents (including step-parents and parents-in-law), siblings (including step-siblings and siblings-in-law), grandparents (including grand parents-in-law), grandchildren, and other cohabitants living full-time in the same household as the member acting as a family unit.

9. **MEMBER** – Eligible full-time employee of CITY represented by UNION.

10. **PAY PERIOD** – Each pay period shall consist of the 14-day period(s) defined by CITY.

11. **PERSONNEL OFFICER** – Any qualified person or entity designated by the City Manager to manage, address, administer, oversee, or perform personnel or Human Resource related tasks. City shall specifically instruct the Personnel Officer to maintain the highest standards of confidentiality and privacy with respect to information related to official personnel files.

**12. PROBATION PERIOD** – Is a status given to new or newly promoted employees of the CITY. This status allows a supervisor or the city manager to evaluate closely the progress and skills of the newly hired worker, determine appropriate assignments, and monitor other aspects of the employee such as honesty, reliability, and interactions with co-workers, supervisors or customers. The probationary period also allows the City to terminate an employee who is not doing well at their job or is otherwise deemed not suitable for a particular position. This period will be for a period of twelve (12) months.

**13. SEPARATION** – The voluntary or involuntary cessation of employment with CITY (e.g. resignation, termination, death, etc.)

**14. STEWARD** – In the context of the MOU, the term Steward shall apply to UNION-designated members in leadership positions to represent the interests of UNION.

**15. WORK WEEK** – Seven (7) day period defined by CITY in which overtime shall be paid after working forty (40) hours.

## **SECTION V. WAIVER OF OBLIGATION TO MEET AND CONFER DURING THE TERM OF THE MEMORANDUM OF UNDERSTANDING**

As CITY and UNION had the unlimited right and opportunity during the meet and confer process to make proposals with respect to any subject or matter not removed by law from the area of consultation or meet and confer, and as understandings and agreements were arrived at by the parties hereto which resulted in the MOU and subject to any exceptions contained herein, each voluntarily and unqualifiedly waives the right and each agree that the other shall not be obligated to meet and confer with respect to any subject or matter specifically referred to in this MOU. Exceptions to the above-described waiver include: 1) declaration of fiscal emergency by the City Council, and/or 2) imposition of statutory or regulatory provisions from, but not limited to, state or federal governments. In the case of a reopener, it is the intent of the parties to negotiate a shared burden to avoid unilateral impacts. The City agrees to meet and confer with UNION regarding the impacts of CITY decisions impacting members including, but not limited to, changes in the size, duties, working conditions, or union affiliation of members. Changes to personnel rules, regulations, or policies affecting the working conditions of members shall be forwarded to UNION and subject to the meet and confer process unless the changes are the result of state or federal mandates. Members shall be notified of related changes.

## **SECTION VI. MEMBER RIGHTS**

**1.** CITY agrees to grant official representatives of UNION reasonable access to members to discuss any grievance or problem arising under the terms of the MOU during regular working hours.

The parties agree to the least reasonable amount of interference or disruption possible by UNION representative(s) during working hours. It is agreed that the Steward shall be permitted to conduct a reasonable amount of UNION business regarding grievances during regular working hours without loss of pay. UNION may use CITY facilities, with permission from, and at the sole discretion of the City Manager, to conduct meeting when such facilities are available.

**2.** The CITY shall make available, to UNION, physical posting space on existing CITY-controlled bulletin boards for non-political postings. Materials posted by UNION shall neither

interfere with the needs of the department nor contain material that is derogatory to CITY, employees of CITY, or Agents of CITY. Neither meeting minutes nor objectively educational material shall be deemed political for the purposes of this section.

3. The provisions of the MOU shall apply equally to, and be exercised by, all members without discrimination as to age, sex, marital status, religion, race, color, creed, sexual orientation, disability, national origin, gender identity, gender expression, medical condition, military and veteran status, UNION, political affiliation, or any other protected class identified by state or federal law.

## **SECTION VII. ENTIRE AGREEMENT**

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties regarding the matters set forth herein, whether formal or informal, regarding the matters are hereby superseded or terminated in their entirety.

The CITY will continue to provide access to ice and drinking water as an established working condition for employees.

## **SECTION VIII. CITY RIGHTS AND RESPONSIBILITIES**

In order to ensure that CITY shall continue to carry out its safety, service, and protection functions and responsibilities to the public as imposed by law, and to maintain efficient and responsive police and safety provisions for the citizens of the City of Ridgecrest, CITY continues to reserve and retain solely and exclusively all rights including but not limited to:

1. Determine duties of constituent Departments, commissions, and Boards.
2. Determine Department policy, including the right to manage the affairs of CITY in all respects.
3. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain all members.
4. Determine the procedures and standards of selection for employment and promotion, to direct its members, and to assign work to members in accordance with the requirements determined by CITY.
5. Relieve members from duties because of lack of work or funds or under conditions where continued work would be ineffective or nonproductive, in accordance with this MOU Section XXVIII.
6. Suspend, discipline, and/or discharge members for just cause as defined in the Personnel Rules and Policies.
7. Determine standards and level of services to be performed (including, but not limited to qualitative and quantitative factors), utilization of technology and equipment, means and methods of operation and overall budgetary matters, including but not limited to the right to contract or subcontract any and all work, services, or operations of the CITY as provided by law. (In the event that work is contracted out as the result of a management decision to eliminate the positions of members, CITY shall encourage contractor to employ the services of displaced members.)

8. Determine the appropriate job classifications, organizational structure, and personnel by which CITY operations are conducted.
9. Determine the size and composition of Departments, assign members, schedule hours, workdays, and assignments. Members will be notified of work schedule changes in writing by the Department Head five (5) days prior to the change.
10. Expand or to diminish services to the public.
11. Determine the issues of public policy, and control the overall mission of CITY.
12. Maintain and improve the efficiency and effectiveness of all Departments.
13. Take any necessary actions to carry out the mission of the CITY in situations of emergency.
14. Establish and promulgate rules, regulations, policies and procedures relating to productivity, efficiency, conduct, and safety; as well as the rules, regulations, policies and procedures designed to comply with applicable judicial decisions and legislative enactment's, and to require compliance therewith.
15. Determine the methods, means, and personnel by which government operations are to be conducted.
16. Establish performance standards for employees including, but not limited to, qualitative and quantitative standards.
17. During any period in which CITY imposes furloughs on members, CITY shall make reasonable efforts to give preference to furloughed members when filling temporary employment needs. This provision is intended to offset the member impacts of furloughs and shall apply up to the amount of time lost to furloughs. Reinstated furlough hours will not be counted toward overtime provisions; however, actual furlough time will continue to be counted in accordance with overtime provisions.
18. Any management rights not specified herein.

In exercising its rights, the determination of whether or not to do so shall not be subject to the meet and confer process. The impact of CITY's exercise of its management rights on Union members shall be subject to the meet and confer process. The provisions of this paragraph shall not constitute a waiver or expansion of UNION's rights as set forth in California statutory and case law.

## **SECTION IX. RETIREMENT**

The CITY participates in Social Security. Both the employer and the employee contribute to Social Security.

The CITY participates in the California Public Employee Retirement System (CalPERS).

The CITY agrees to provide all eligible members who are considered “classic members” with a retirement plan with the benefit factor of 2.7% at age fifty-five (55) based on single highest year through CalPERS. “Classic” employees were employed by the CITY on or before December 31, 2012 or who become employed by the CITY after that date who are a “Classic”. “Classic” employees are defined as those individuals who are:

- a) Working for an employer providing CalPERS retirement benefits who begins employment with the CITY without a break in service or a break in service of less than six (6) months; or
- b) Current member of a public retirement system or plan with reciprocity with CalPERS.

For members who fall under the “new member” classification of the Public Employee Pension Reform Act (PEPRA), the CITY provides retirement plan with the benefit factor of 2% at age sixty-two (62) based on a highest three-year average.

The CITY, on behalf of each “classic employee” employed by the City of Ridgecrest on or before October 1, 2017, will pay the eight (8%) percent member contribution toward their retirement benefit. Classic employees hired by the City of Ridgecrest on or after October 1, 2017, will pay their eight (8%) percent member contribution. New members pay one-half of the total normal cost as determined annually by CalPERS. In fiscal year 16-17, the new member contribution is 6.25%.

The CITY will pay, the actuarially determined minimum employer contribution rate for classic and new members.

## **SECTION X. SENIORITY**

Seniority shall be defined and calculated as length of continuous service with CITY.

Seniority shall be the primary consideration in scheduling a single period of vacation for each member and for overtime assignments. EXCEPTION: in the event of an emergency or specialized task requiring specific skills, the Department may assign overtime to the most appropriate personnel available in or out of the Department.

## **SECTION XI. MERIT ADVANCEMENT AND EVALUATION**

1. **EVALUATIONS:** The CITY agrees to provide each member with an annual evaluation on, or close to, their anniversary date. For purposes of this section, a member receiving an early advancement to the next range (1-11) shall consider the advancement date as the anniversary date.

2. **DEFINITION OF MERIT:** Merit shall be determined by the member’s:

- a) Proven ability to perform assigned duties effectively as required for the job.
- b) Proven ability to work harmoniously with others.
- c) Overall work performance, including any disciplinary action.
- d) Ability to take direction.

e) Appropriate use of leave and compliance with rules on providing advance notice/request to use leave.

**3. MERIT ADVANCEMENT WITHIN RANGES:**

a) Each full-time permanent member shall be eligible for advancement to the next higher step in the range assigned his/her classification based upon a satisfactory annual performance evaluation, recommendation of the member's supervisor, and approval of the City Manager and subject to available budgeted funds. If at such time as the City is operating under a fiscal emergency declaration, management has the discretion to withhold merit increases across the union membership.

b) Each probationary member shall be reviewed at least once every three (3) months after his/her hire date while on probation. The twelve (12) month probationary period may be extended only once for up to an additional six (6) months upon good and valid reason provided by the Department Head to the City Manager, with notification to UNION.

c) Salary step increases shall become effective on the date of the member's employment anniversary in his/her current position. For purposes of this section, a member receiving an early advancement to the next step within the range (1-11) shall consider the advancement date as the anniversary date.

**4. PROMOTIONS:**

a) Any member who is promoted from one position to a higher position shall serve a twelve (12) month probationary period. If member fails to meet the minimum standards of the new position, member shall have the right to transfer back to same or similar position and/or classification from which member was promoted at a pay rate equal to the member's pre-promotional rate.

b) Any member promoted to a higher classification shall be placed in the lowest step that would provide for a five percent (5%) pay increase. The promoted member shall be eligible for subsequent salary step increases in accordance with the wage and evaluation schedule for the new position.

**5. ADVANCEMENT NOT AUTOMATIC:** Advancement from step to step in any range shall not be automatic, but shall depend upon increased service value of a member to CITY as exemplified by the recommendation of his/her Department Head to the City Manager, length of service, performance record, special training undertaken, or other pertinent evidence.

**6. ADVANCEMENT FOR OUTSTANDING PERFORMANCE:** The City Manager, upon the recommendation of a Department Head, may advance member to the next highest step within the range for the member's class as a reward for outstanding performance, but only after the member has served a minimum of three (3) months in the step from which he/she is to be advanced. No salary advancement shall be made so as to exceed the maximum step established in the compensation schedule for the classification to which the member's position is allocated.

**7. ADDITIONAL MERIT ADVANCEMENT:** Additionally, members with fifteen (15) years of full-time employment with CITY and having satisfactorily served twelve (12) months in Step 11 shall receive a step increase of two and one half percent (2.5%). (Step 12, on schedule.)

**8. ADDITIONAL MERIT ADVANCEMENT:** Additionally, members with twenty (20) years of full-time employment with CITY and having satisfactorily served twelve (12) months in Step 12, shall receive a step increase of two and one half percent (2.5%). (Step 13 on schedule.)

## **SECTION XII. OUT-OF-CLASS TEMPORARY APPOINTMENT**

The Department Head, with approval of the City Manager, retains the right to temporarily assign a member to an Acting position. The CITY reserves the right, within its sole discretion, to assign members to work outside of their regular classification. The member shall meet all eligibility requirements for the position. Any member who has been temporarily appointed to an out of class position in a higher classification for a period of greater than forty (40) consecutive hours shall be compensated, beginning at the first (1<sup>st</sup>) hour, with a five percent (5%) pay increase for the duration of the continuous appointment, in recognition of extra duties performed.

## **SECTION XIII. SCHEDULING**

The Department Head, with the approval of the City Manager, retains the right to make assignments and scheduling decisions, including the right to change the starting and ending times of members' shifts, based upon the needs of the Department and the community. Consequently, the Department Head will be responsible for all decisions concerning staffing levels and the specific hours of individual shifts as well as special assignments.

The workweek for all members of the unit shall be 168 regularly recurring hours.

For employees working a schedule other than the 9/80 work schedule, the workweek shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday. For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four (4) hours after the start of his/her eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular day off.

Work schedules may include:

- A 5/8 work schedule which consists of five (5) consecutive eight (8) hour days of work followed by two (2) consecutive days off.
- A 4/10 work schedule which consists of four (4) consecutive ten (10) hour days of work followed by three (3) consecutive days off.
- A 9/80 work schedule which consists of four (4) consecutive nine (9) hour days each week and a recurring alternating eight (8) hour day/day off.
- A split shift for employees serving as Bus Drivers; shift to be scheduled by the supervisor.

## **SECTION XIV. ANNUAL VACATION LEAVE**

All members shall be entitled to take vacation leave with pay, except members who have served the CITY less than six (6) months, or who are not eligible.

Commencing with the successful completion of six (6) months of service, the member may take vacation leave up to the amount accumulated when the leave is initiated. Each eligible member shall accrue annual vacation at the rate indicated in Exhibit "B" attached, earning a maximum of 208 hours per year.

**a)** Each member may accrue vacation time at a maximum of two (2) times the corresponding annual accrual rate for which the member is eligible as indicated in Exhibit "B". Upon reaching the maximum accrued vacation time, further accrual will cease until member has used sufficient vacation time to bring his/her accrual below the maximum. The times in which a member may take vacation shall be determined by the Department Head with due regard for the wishes of the member with particular regard for needs of the service.

**b)** Each member may annually, at the sole discretion of the member, convert the cash value of no more than eighteen (18) hours of available vacation directly into the member's 457b plan. Conversion requests shall be submitted by the member to the Finance Director via the member's Department Head no later than June 1 each year. Payments will occur after the deadline at a time determined by the Finance Director, subject to available budgeted funds.

**c)** If the requirements of service are such that member cannot take all of his or her annual vacation in a particular year, the accrued vacation time may be banked or paid for, at the discretion of CITY, not to exceed the maximum accrual described herein.

In the event that one or more municipal holiday(s) fall within a member's annual vacation leave, the holiday(s) shall not be charged as vacation leave.

Any member who separates from service with CITY shall receive pay for all accrued vacation.

## **SECTION XV. HOLIDAYS**

The following holidays will be observed:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Martin Luther King Birthday
- Thanksgiving Day and the day after
- Christmas Day and the day after
- Twenty-four (24) hours Floating Holidays
- Any holiday proclaimed by the Mayor as a result of Council action

No permanent or probationary member in the competitive service shall be required to be on duty on these holidays, unless the member's services are needed or required in the interest of public

health, safety, or general welfare. Employees who are required to work on a designated holiday are eligible to receive either time-and-one-half for hours worked or to accrue compensatory time off at the rate of time-and-one-half for hours worked. The number of hours employees are required to work shall be determined by the Department Head. When a designated holiday falls on a non-working day, the employee may observe the holiday on a workday adjacent to the holiday as determined by the Department Head.

The City of Ridgecrest will provide all full-time employees floating holidays on an accrual basis and can be used when employees have a need to be off work for any reason. A new full-time employee receives a one-time advance of twenty-four (24) hours of floating holiday. Employees will accrue floating holiday hours on a per pay period basis with a maximum of .923 hours per pay period or twenty-four (24) hours per year.

Employees may carry over unused FLOATING HOLIDAYS from one fiscal year to the next with a maximum of forty-eight (48) hours. At any time, employees can only have a maximum of forty-eight (48) hours in the bank and accrual will start again once their accrued balance drops below the maximum cap.

All FLOATING HOLIDAYS must be scheduled in advance and approved by the supervisor except in cases of sudden illness or emergency. Floating holiday hours may be used in combination with other accrued leave hours such as: vacation leave, sick leave, and comp time, in order to get a full day's worth of paid time off. Any employees who separate from the City service shall receive pay for all unused accrued floating holiday hours.

## **SECTION XVI. SICK LEAVE**

Use of sick leave for any purpose other than those authorized under California Law, and this MOU (as set forth below) constitutes a form of fraud against the CITY. Sick Leave may be taken for below prescribed purposes:

- a)** The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member; or
- b)** To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking.

A "family member", for these purposes, is defined as a child (biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling.

Sick leave shall accrue at the rate of four (4) hours per pay period for each period worked (up to 104 hours per year). Partial credit will be given for partial pay periods worked.

Members shall be permitted to accrue unlimited sick leave.

Members who have five (5) years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 320 hours and are entitled to three fourths (75%) (i.e. up to 240 hours) of the value of their accumulated sick leave at Separation.

Members who have ten (10) years of service, shall be entitled to accumulate for conversion purposes, a maximum of 640 hours, and are entitled to a maximum of three fourths (75%) (i.e. up to 480 hours) of the value of their accumulated sick leave at Separation.

Members who have fifteen (15) or more years of consecutive service, shall be entitled to accumulate for conversion purposes, a maximum of 960 hours, and are entitled to three fourths (75%) (i.e. up to 720 hours) of the value of their accumulated sick leave at Separation.

Sick leave that has accrued and is not used for conversion as identified above may be reported to CalPERS for additional service credit.

To the extent possible, employees must provide reasonable advance notice of their need for California Paid Sick Leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as possible. If a member is absent on sick leave, the member shall notify the member's immediate supervisor or personnel officer to be notified in accordance with personnel rules prior to the scheduled start time. An employee absent for sick leave for three (3) consecutive work days may be requested to provide a doctor's note verifying the need for the absence to the CITY upon return to work.

Accrued sick leave may be taken in case of an employee's presence being required elsewhere because of sickness, disability or death of a member of his/her immediate family in a calendar year..An employee may use one-half of his/her annual sick leave accrual (up to 52 hours) for family sick leave purposes.

An employee receiving temporary disability payments under the Worker's Compensation Laws may use accumulated sick leave in order to continue to maintain his/her regular income.

## **SECTION XVII. BEREAVEMENT LEAVE**

Any member may be allowed to be absent from duty for up to three (3) consecutive working days without loss of pay because of the death of a member of member's immediate family, per occurrence. When circumstances require absence in excess of three (3) consecutive working days, the City Manager may allow the use of accrued vacation, or accrued sick leave to supplement the three (3) working days provided in this section. For the purpose of this section, "immediate family" shall include the spouse or registered domestic partner, child (including step-children), parents (including step-parents and parents-in-law), siblings (including step-siblings and siblings-in-law), grandparents (including grand parents-in-law), grandchildren and other cohabitants living full-time in the same household as the member.

## **SECTION XVIII. LEAVES OF ABSENCE**

The CITY provides family and medical care leave for eligible employees as required by State and Federal law. Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions. This Policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). Unless otherwise stated in this Policy, "Leave"

means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the CITY will run each employee's FMLA and CFRA leaves concurrently.

Although family and medical care leave is unpaid, an employee may elect and the CITY will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee's own serious health condition or that of the employee's parent, spouse, domestic partner or child.

If an employee takes a leave of absence for any purpose which also qualifies under both the FMLA and CFRA, the CITY will designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

Employees will continue to be covered by the CITY's group health insurance for up to twelve (12) weeks to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four (4) months. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the CITY will maintain her coverage while she is disabled by pregnancy (up to four [4] months or 17 1/3 weeks) and during her CFRA leave (up to twelve [12] weeks).

Employees whose leave of absence extends beyond FMLA/CFRA leave are eligible to maintain benefits under COBRA. Employees would pay the benefit premiums and a small administrative fee for continuation of benefits.

## **SECTION XIX. MILITARY LEAVE AND BENEFITS**

Military leave will be granted in accordance with State and Federal law. An employee requesting leave for this purpose shall promptly provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

## **SECTION XX. TUITION REIMBURSEMENT & EDUCATION INCENTIVE**

The purpose of this section is to encourage members to pursue courses of study or technical training that will enable them to become more proficient in their jobs.

**1. ELIGIBILITY** – All members.

**2. APPLICABILITY:**

**a)** The course or training must be directly applicable to the member's current job classification or related to a position to which the member might reasonably aspire within CITY's organizational structure, including management positions, as determined by the City Manager.

**b)** All coursework must be completed during non-working hours at no additional cost to CITY.

**3. AUTHORIZATION:**

**a)** An eligible member participating in the reimbursement program must submit a request and receive the corresponding approval for tuition/fee reimbursement from the

City Manager via the member's Department Head for a course or training meeting the above criteria, prior to registering for the course or training.

**b)** All degree coursework must be from an educational institution currently accredited by an accrediting organization recognized by the secretary of the U.S. Department of Education.

**c)** If approved by the City Manager, and upon successful completion of the course of study with a satisfactory or better grade (e.g. letter grade of C or better on a scale of A-F, grade of pass on a scale of pass-fail), the member will be reimbursed for 100% of tuition/fee and/or books up to the maximum authorized amount.

**d)** The member is responsible for the cost of all books, tuition, fees, and related charges in excess of the reimbursement limit.

**e)** The maximum annual reimbursement per member for approved coursework shall be \$500 for coursework in an Associate Degree program, \$1,000 for a Bachelors degree program, and \$2,000 for a Masters Degree program and may be allocated to the specific cost areas listed in the tuition reimbursement request approved by the City Manager and as budget is available.

**4. EDUCATIONAL INCENTIVE:** The purpose of the Educational Incentive is to encourage the self-improvement through education and training of existing members in a way that enhances the member's value to CITY.

To be eligible to participate in the Educational Incentive program, members must comply with the following requirement:

**a)** Be a full-time permanent member of CITY staff and have passed the probationary period.

**b)** An eligible member participating in the Educational Incentive program must submit a request and receive the corresponding approval from the City Manager via the member's Department Head.

**c)** Schedule of Compensation:

**(1)** Five percent (5%) of salary for any member acquiring an A.A., or any certificate deemed by the City Manager as pertinent/beneficial to CITY. Acquiring the degree/certificate must be at no cost to the City.

**(2)** Five percent (5%) of salary for any member acquiring a relevant B.S., B.A., M.S., M.A. Acquiring the degree must be at no cost to the CITY.

**(3)** Total Education Incentive Bonus shall not exceed ten percent (10%).

The parties agree that to the extent permitted by law, that this pay is described in Title 2 CCR, Section 571 (a)(2) as education pay – a type of reportable special compensation.

It is understood by UNION that if the job description held by that member requires one of the above, then that member shall not be eligible for the Education Incentive. Moreover, when promoted to a position that requires one of the above, the Education Incentive will cease.

It is also understood that if a member uses the tuition reimbursement program then they are not eligible for the Educational Incentive Bonus Plan.

## **SECTION XXI. BILINGUAL PAY**

Employees who are proficient in a language other than English may be eligible for bilingual pay. The City Manager shall solely determine whether a language is in demand within the community. That language must be in demand within the community and members must pass a language proficiency test administered by the Personnel Officer. Upon demonstration of proficiency in a foreign language, the employee may receive bilingual pay as two and one-half percent (2.5%) of base pay. Should an employee participate in a language course/s, those costs are not reimbursed by the City.

The parties agree that to the extent permitted by law, that this pay is described in Title 2 CCR, Section 571 (a)(4) as special assignment pay – a type of reportable special compensation.

## **SECTION XXII. OVERTIME**

Authorized overtime categories include 1) planned overtime and 2) emergency overtime. Planned overtime must be authorized by the member's supervisor prior to the overtime being worked. Emergency overtime shall comply with all rules and procedures and must be unplanned nonrecurring such that the member could not have reasonably foreseen the circumstance(s) necessitating the overtime. The member's supervisor and/or the Personnel Officer shall be consulted as soon as reasonably possible. Members who work planned or emergency overtime shall be paid at the rate of one-and-one-half times their base rate of pay for hours worked in excess of forty (40) hours during the work week. Hours worked are defined as any paid time, including regular hours worked, compensatory time, vacation, sick leave or floating holiday. Overtime will not be paid on the same day that paid leave time is taken.

At the sole discretion of member, member may elect to receive compensatory time off in lieu of overtime pay. Compensatory time shall be accrued at the rate of time-and-one-half of the time worked, up to a maximum of eighty (80) hours, and may be taken upon approval by the Department Head with due regard for the wishes of the member.

## **SECTION XXIII. SALARY SCHEDULE**

Union employees shall be compensated in accordance with the published Salary Schedule, available to view on the city's website.

Reference: <https://www.ridgecrest-ca.gov/400/Salary-Schedule>

## **SECTION XXIV. SAFETY SHOE ALLOWANCE AND TOOL ALLOWANCE**

The CITY will pay a safety shoe allowance of two hundred dollars (\$200.00) annually to each member required to wear safety shoes for purchase of same and authorized by department supervisor. Each Department Head will forward a list of members that require safety shoes to Personnel Officer. This payment will be made in the regular paycheck the second (2<sup>nd</sup>) pay period in July.

The CITY will pay a tool allowance of three hundred dollars (\$300.00) annually to each member required to provide his or her own tools on the job including the classification of Fleet Mechanic. This payment will be made on the regular paycheck the second (2<sup>nd</sup>) pay period in July.

## SECTION XXV. UNIFORM ALLOWANCE

Designated Employees:

The CITY shall provide uniforms, or uniform service, to each employee required by the CITY to be “uniformed”. Employees designated as “uniformed” are those required to wear uniforms as a condition of employment. In addition, the CITY will pay the cost for cleaning uniforms through the designated service.

PERS Reporting shall be as follows: The CITY shall report to PERS the cost of uniforms, for employees required by the CITY to be uniformed and who are “Classic Members” of PERS. The cost of uniforms for reporting purposes shall be ten dollars (\$10.00) per pay period.

## SECTION XXVI. HEALTH BENEFITS

Effective July 1, 2021, the City will contribute to the cafeteria program for each employee enrolled in the City sponsored CalPERS Health Plan:

Table #1				
	Tier 1	Tier 2	Tier 3	Tier 4
	No Med	Emp.	Emp. + 1	Emp. + 2 +
Monthly	\$0	\$727	\$1046	\$1336

The employee, through authorized payroll deduction, shall contribute any additional required premium. Employees hired after July 1, 2021, who elect not to enroll in the city sponsored CalPERS Health Plan, shall receive a cash out of \$400 per month upon evidence semiannually of enrollment in a major medical insurance plan.

Employees hired before July 1, 2021, who elect not to enroll in the City sponsored CalPERS Health Plan, shall receive a cash out of \$450 per month upon evidence semiannually of enrollment in a major medical insurance plan.

## SECTION XXVII. PAYMENT FOR STANDBY TIME

Upon the request of the Department Head, and with the approval of the City Manager, any member required to be on standby and available for work during hours other than their normal work shift, shall be paid two (2) hours regular rate for scheduled days off, including holidays and one (1) hour regular rate for normal work days. It is understood that those members on standby time shall be required to be accessible by telephone or other method as determined by the City Manager and shall be able to respond within thirty (30) minutes after being notified.

## SECTION XXVIII. PAYMENT FOR CALL-OUT TIME

Any member who is called out for work by authorized CITY personnel after normal working hours shall be paid a minimum of two (2) hours overtime pay. A member called out for service will be paid for fifteen (15) minutes travel time to arrive at the required destination. Any travel time in excess of fifteen (15) minutes will not be charged to the two (2) hours minimum call out and is unpaid.

## **SECTION XXIX. LAYOFF PROCEDURE**

If the City Manager determines for workload, budgetary or other reasons, positions within the bargaining unit must be eliminated, CITY will notify the affected member. Members shall be laid off in the inverse order of their seniority. Members have the right, if their position is to be eliminated, to assume the position of a less senior member (seniority shall be determined by continuous service time with the CITY) of the bargaining unit in their current job classification or in any other former job classification within the bargaining unit in which the member has satisfactorily worked. The salary of a member who assumes the position of a less senior member shall be paid within the range of the job classification where they are placed and at the rate closest to the previously held step but no higher than the highest step in the job classification's pay range where they are placed.

Members who have received a satisfactory or better evaluation for the twelve (12) months prior to position elimination shall automatically be placed on a reemployment list for one (1) year. The list shall be used when a vacancy arises in the same or lower classification and before selection is made from a previously established eligibility list.

In the event of member layoffs, CITY agrees to notify UNION a minimum of thirty (30) days prior, or as soon as practical, of the pending decision and consider alternatives proposed by UNION. The impacts of CITY's decision shall be subject to the meet and confer process.

## **SECTION XXX. OFFICIAL PERSONNEL FILES**

The official personnel file for each member is maintained by CITY or its designee under the direction of the Personnel Officer. All official documents pertinent to member's employment relationship with CITY such as applications, performance evaluations, commendations and corrective action, shall be maintained in the official personnel file. Any material in the official personnel file will be made available to the member upon request. It shall be the right of the member to submit a written response to the Personnel Officer to be attached to any evaluation or disciplinary memorandum included in the official personnel file. Official personnel files are considered confidential and access shall be limited. The CITY additionally agrees that no adverse comments will be placed in a member's official personnel file without the knowledge of the member. If the member refuses to acknowledge the placement of said article in member's official personnel file, the Personnel Officer, upon the signature of one other witness, will attest that the member had knowledge of the item to be placed into the official personnel file and the item will still be placed accordingly.

CITY and UNION agree that official personnel files contain confidential information and further agree that preserving member privacy is of utmost importance. CITY shall convey this message to any designee authorized to access these files and shall direct designee to maintain the highest levels of confidentiality.

Any member may review his or her own official personnel file or authorize, in writing, its review by a designated representative during normal working hours with three (3) days notice and may make a copy of the material contained therein at no charge to member.

### **PURGING OF PERSONNEL FILES:**

- a)** Letters of reprimand not involving suspension or demotion may be removed from the official personnel file two (2) years from date of letter providing that no good cause exists for their continuation (e.g. pending litigation, etc.). Any subsequent occurrence/reoccurrence of the same or similar offense within two (2) years of the original letter shall cause the preceding letter to be retained in the official personnel file until the subsequent related letter is removed.

**b)** The removal, by the Personnel Officer, of letters that are not automatically removed under the previous section may be requested by the member after the letter has been retained in the official personnel file for a period of not less than four (4) years. In the event that the request is denied by the Personnel Officer, the member may appeal that decision to the City Manager whose decision shall be final.

### **SECTION XXXI. USE OF KERR MCGEE CENTER FACILITIES**

Each member, the member's spouse, and dependent children shall be permitted to use the Kerr McGee physical activity facility during regular operating hours at no charge, providing that said activity is not being directed by an instructor for which a special fee is being charged of others and no additional cost is incurred by CITY.

### **SECTION XXXII. SEVERABILITY CLAUSE**

In the event any Article, Section, or portion of this Memorandum of Understanding should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the court's decision, and upon issuance of such a decision, CITY and UNION agree to immediately meet and confer upon a substitute for the invalidated Article, Section or portion.

### **SECTION XXXIII. GRIEVANCE PROCEDURE**

#### **PURPOSE OF GRIEVANCE PROCEDURE:**

- a)** To promote improved employer-employee relations.
- b)** To provide that grievance shall be settled as near as possible to point of origin.

**STEP 1 – INFORMAL GRIEVANCE PROCEDURE:** Whenever possible, a member who has a complaint should try to solve the problem through informal discussion with his/her supervisor without delay, no later than ten (10) days after the event giving rise to the complaint. The immediate supervisor shall make whatever investigation necessary and reply within five (5) days.

A UNION representative may meet with a designated representative of CITY in an informal attempt to resolve the matter. It is understood that members have the right to request UNION to represent them in any formal or informal grievance.

**STEP 2:** If the grievance is not settled in Step 1, the grievance shall be submitted in writing by the member and union, fully stating the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated within ten (10) days following the receipt of a reply under Step 1 or within ten (10) days from the date a step one response was due to the employee/UNION. The written grievance shall be signed and dated by member and UNION. The appropriate CITY representative shall, within ten days following receipt of the

grievance, convene a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. CITY shall render a decision no more than five (5) days following the date of such meeting.

Time limits as set forth above may be extended by mutual agreement between the parties, but entering into extension agreements shall be voluntary for the parties.

The grievance procedure is not intended to be used to affect changes in the established salary and fringe benefits.

**STEP 3:** The affected member(s) and UNION may appeal the management decision to the City Manager within ten (10) days following the receipt of a reply under Step 2 or within ten (10) days from the date a Step 2 response was due to the employee/UNION. Upon receipt of the appeal by the City Manager, he/she or his/her designee shall discuss the grievance with the member and union. The City Manager shall issue a written decision to the parties within twenty (20) days after receiving the appeal. If the member does not agree with the decision reached, or if no answer has been received within twenty (20) days, the member may appeal to the arbitration step, Step 4, within ten (10) days of receipt of the decision.

**STEP 4:** If no resolution of the grievance is reached in Step 3, either party may request the appointment of an arbitrator. The arbitrator shall be given copies of the contract, the grievance, responses, requests of appeals to Step 3 and the positions of the parties on the issues.

The arbitrator shall be chosen from the list of names requested and received from the State Mediation and Conciliation by CITY and UNION by mutual agreement upon one name. The parties shall have the right to present evidence in support or defense on the issues. The arbitrator shall be asked to render a written opinion, which shall be binding on the parties unless otherwise agreed. The cost of the arbitrator and court reporter, if any, shall be borne equally by the parties.

The parties may mutually agree at any time to waive the time limits for the steps of the procedure.

#### **SECTION XXXIV. CONTRACTING OUT**

In the absence of exigent circumstances, if CITY exercises its management right to contract out work performed by members, CITY agrees to notify UNION a minimum of thirty (30) days prior to requesting a contract proposal or as soon as practical and, upon request of UNION, meet to discuss the rationale and receive input from UNION affecting the decision. If no successful resolution has been reached, UNION retains the right to express their concerns and provide their input directly to the City Council.

No contractor shall be hired to perform work within the scope of a furloughed member until or unless that member has been given the opportunity to work a forty (40) – hour week.

In accordance with the provisions herein, contractors shall be encouraged to hire qualified members displaced as a result of CITY decision to contract out.

**SECTION XXXV. RE-OPENER**

Upon the request of either party, the parties agree to reopen the Memorandum Of Understanding to discuss modifications to salary and/or the health benefits plan in January 2022, January 2023 and January 2024.

**APPROVED:**

**FOR THE EMPLOYER:**

**CITY OF RIDGECREST**

**RONALD STRAND  
RIDGECREST CITY MANAGER**

**APPROVED:**

**FOR THE UNION:**

**UNITED FOOD & COMMERCIAL  
WORKERS UNION 8-GOLDEN STATE**

**JACQUES LOVEALL, PRESIDENT  
INTERNATIONAL VICE PRESIDENT**

**BY** \_\_\_\_\_

**BY** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**EXHIBIT "A"**  
**SALARY SCHEDULE**  
**Effective on July 1, 2021**

TITLE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12**	STEP 13***
Code Enforcement Officer	H	17.5373	18.4142	19.3349	20.3016	21.3167	22.3825	22.9421	23.5156	24.1035	24.7061	25.3238	25.9569	26.6058
	M	3,039.80	3,191.79	3,351.38	3,518.95	3,694.89	3,879.64	3,976.63	4,076.05	4,177.95	4,282.40	4,389.46	4,499.19	4,611.67
Community Dev Technician	H	16.3247	17.1409	17.9980	18.8979	19.8428	20.3388	21.3558	22.4236	23.5448	24.7220	25.9581	27.2560	28.6188
	M	2,829.61	2,971.10	3,119.65	3,275.63	3,439.41	3,525.40	3,701.67	3,886.75	4,081.09	4,285.15	4,499.40	4,724.37	4,960.59
Transit Driver	H	14.4484	15.1708	15.9294	16.7258	17.5621	18.4402	18.9012	19.3738	19.8581	20.3546	20.8634	21.3850	21.9196
	M	2,504.39	2,629.61	2,761.09	2,899.14	3,044.10	3,196.31	3,276.21	3,358.12	3,442.07	3,528.12	3,616.33	3,706.73	3,799.40
Engineer I	H	24.6325	25.8642	27.1574	28.5152	29.9410	31.4381	32.2240	33.0296	33.8553	34.7017	35.5693	36.4585	37.3699
	M	4,269.64	4,483.12	4,707.28	4,942.64	5,189.77	5,449.26	5,585.49	5,725.13	5,868.26	6,014.97	6,165.34	6,319.47	6,477.45
Engineer II	H	28.3932	29.8128	31.3035	32.8686	34.5121	36.2377	37.1436	38.0722	39.0240	39.9996	40.9996	42.0246	43.0753
	M	4,921.48	5,167.55	5,425.93	5,697.23	5,982.09	6,281.19	6,438.22	6,599.18	6,764.16	6,933.26	7,106.59	7,284.26	7,466.38
Fleet Mechanic II	H	20.8285	21.8699	22.9634	24.1116	25.3172	26.5830	27.2476	27.9288	28.6270	29.3427	30.0763	30.8282	31.5989
	M	3,610.27	3,790.79	3,980.33	4,179.34	4,388.31	4,607.73	4,722.92	4,840.99	4,962.02	5,086.07	5,213.22	5,343.55	5,477.14
Maintenance Worker I	H	14.0994	14.8044	15.5446	16.3218	17.1379	17.9948	18.4447	18.9058	19.3784	19.8629	20.3595	20.8685	21.3902
	M	2,443.90	2,566.09	2,694.40	2,829.12	2,970.57	3,119.10	3,197.08	3,277.00	3,358.93	3,442.90	3,528.97	3,617.21	3,707.63
Maintenance Worker II	H	14.8015	15.5416	16.3187	17.1346	17.9913	18.8909	19.3632	19.8472	20.3434	20.8520	21.3733	21.9076	22.4553
	M	2,565.59	2,693.87	2,828.57	2,969.99	3,118.49	3,274.42	3,356.28	3,440.19	3,526.19	3,614.35	3,704.71	3,797.32	3,892.26
Maintenance Worker III	H	15.5363	16.3131	17.1288	17.9852	18.8845	19.8287	20.3244	20.8325	21.3533	21.8872	22.4343	22.9952	23.5701
	M	2,692.96	2,827.61	2,968.99	3,117.44	3,273.31	3,436.97	3,522.90	3,610.97	3,701.24	3,793.78	3,888.62	3,985.84	4,085.48
Assistant Planning Technician	H	16.3247	17.1409	17.9980	18.8979	19.8428	20.8349	21.3558	21.8897	22.4369	22.9978	23.5728	24.1621	24.7662
	M	2,829.61	2,971.10	3,119.65	3,275.63	3,439.41	3,611.39	3,701.67	3,794.21	3,889.07	3,986.29	4,085.95	4,188.10	4,292.80
Associate Planning Technician II	H	22.4173	23.5382	24.7151	25.9508	27.2484	28.6108	29.3261	30.0592	30.8107	31.5810	32.3705	33.1797	34.0092
	M	3,885.67	4,079.95	4,283.95	4,498.14	4,723.05	4,959.20	5,083.18	5,210.26	5,340.52	5,474.03	5,610.88	5,751.16	5,894.93
Police Clerk II	H	14.0994	14.8044	15.5446	16.3218	17.1379	17.9948	18.4447	18.9058	19.3784	19.8629	20.3595	20.8685	21.3902
	M	2,443.90	2,566.09	2,694.40	2,829.12	2,970.57	3,119.10	3,197.08	3,277.00	3,358.93	3,442.90	3,528.97	3,617.20	3,707.63
Traffic Engineer	H	29.7478	31.2352	32.7969	34.4368	36.1586	37.9666	38.9157	39.8886	40.8858	41.9080	42.9557	44.0296	45.1303
	M	5,156.29	5,414.10	5,684.80	5,969.04	6,267.50	6,580.87	6,745.39	6,914.03	7,086.88	7,264.05	7,445.65	7,631.79	7,822.59
Wastewater Operator I	H	17.9514	18.8490	19.7914	20.7810	21.8200	22.9110	23.4838	24.0709	24.6727	25.2895	25.9217	26.5698	27.2340
	M	3,111.58	3,267.15	3,430.51	3,602.04	3,782.14	3,971.25	4,070.53	4,172.29	4,276.60	4,383.51	4,493.10	4,605.43	4,720.56
Wastewater Operator II	H	18.5746	19.5033	20.4785	21.5024	22.5775	23.7064	24.2991	24.9066	25.5292	26.1675	26.8216	27.4922	28.1795
	M	3,219.60	3,380.58	3,549.61	3,727.09	3,913.44	4,109.11	4,211.84	4,317.14	4,425.06	4,535.69	4,649.08	4,765.31	4,884.44
Wastewater Operator III	H	24.3128	25.5284	26.8049	28.1451	29.5524	31.0300	31.8057	32.6009	33.4159	34.2513	35.1076	35.9853	36.8849
	M	4,214.22	4,424.93	4,646.18	4,878.48	5,122.41	5,378.53	5,512.99	5,650.82	5,792.09	5,936.89	6,085.31	6,237.45	6,393.38
Wastewater Trainee	H	14.2540	14.9667	15.7150	16.5008									
	M	2,470.69	2,594.23	2,723.94	2,860.14									

\*\*To be eligible in this Step, the employee must be employed by the City for over 15 years and at least one year in Step 11.

\*\*\*To be eligible in this Step, the employee must be employed by the City for over 20 years and at least one year in Step 12.

**EXHIBIT "B"**

<b>VACATION SCHEDULE FOR MEMBERS OF UFCW 8-GOLDEN STATE</b>			
<b>VACATION SCHEDULE FOR MEMBERS OF RIDGECREST UNION OF CITY EMPLOYEES</b>			
<b><u>NO. OF YEARS EMPLOYED</u></b>	<b><u>RATE OF ACCRUAL IN HOURS PER PAY PERIOD</u></b>	<b><u>HOURS/YEAR</u></b>	<b><u>MAXIMUM ACCRUAL</u></b>
0-4	3.08	80	160
5-9	4.62	120	240
10-14	6.16	160	320
15	6.47	168	336
16	6.77	176	352
17	7.08	184	368
18	7.39	192	384
19	7.70	200	400
20+	8.00	208	416

**EXHIBIT "C"**  
**ADVANCEMENT STEP RANGE**

Step 2 Five percent (5%) salary increase after one year satisfactory service in step 1.

Step 3 Five percent (5%) salary increase after one year satisfactory service in step 2.

Step 4 Five percent (5%) salary increase after one year satisfactory service in step 3.

Step 5 Five percent (5%) salary increase after one year satisfactory service in step 4.

Step 6 Five percent (5%) salary increase after one year satisfactory service in step 5.

Step 7 Two and a half percent (2.5%) salary increase after one year satisfactory service in Step 6.

Step 8 Two and a half percent (2.5%) salary increase after one year satisfactory service in Step 7.

Step 9 Two and a half percent (2.5%) salary increase after one year satisfactory service in Step 8.

Step 10 Two and a half percent (2.5%) salary increase after one year satisfactory service in Step 9.

Step 11 Two and a half percent (2.5%) salary increase after one year satisfactory service in Step 10.

Step 12 Two and a half percent (2.5%) salary increase after fifteen (15) years of satisfactory service and after a minimum of one year satisfactory service in Step 11.

Step 13 Two and a half percent (2.5%) salary increase after twenty (20) years of satisfactory service and after a minimum of one (1) year satisfactory service in Step 12.