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**COLLECTIVE BARGAINING
AGREEMENT**

WITH

CITY OF RIDGECREST

OCTOBER 1, 2011 – JUNE 30, 2014

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

This Memorandum of Understanding (hereinafter referred to as AGREEMENT) 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UNION), pursuant to Government Code 3500 et seq, and City of Ridgecrest Resolution No. 76-21 provisions of which may be superseded by AGREEMENT or other lawful action of CITY. It is understood that this agreement is effective only upon ratification 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 during the first full payroll period following October 1, 2011, and remain in full force until June 30, 2014, 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 (exclusive of errors in computation made by, and at the fault of, CITY).
3. The CITY shall notify UNION within fourteen (14) days of personnel actions affecting any member whose job classification is subject to representation by UNION. For the purposes of this section personnel actions shall include new hires and terminations, leaves of absence, returns from leaves of absence, and changes of membership in UNION. Notice shall include the name, job classification, department, rate of pay, home and work telephone 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, not to exceed eight (8) hours, 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 (eg. 9/80, 4/10's, etc.). Alternate work schedule may be used following adoption of this agreement subject to approval of Department Head.
2. **DAYS** – Unless otherwise specified, all references to days within AGREEMENT (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 retail operations at City Hall are 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 days of nine hours the following week) the day off is the flex day.
6. **FURLOUGHS** – In accordance with the terms of this agreement, member not exempted by the City Manager shall continue taking furloughs and receiving the corresponding reduction in pay at the rate of 10% for the first 12 months of AGREEMENT. Exceptions reducing, extending, or modifying terms and conditions based on organizational need and/or funding source may be made at the sole discretion of the City Manager.
7. **GRIEVANCE** - Misinterpretation or misapplication of Agreement by member who is adversely affected or by UNION if the grievance affects UNION's rights (i.e. in Section I, III, IV, V, VI, VII and VIII).
8. **MEMBER** – Eligible full-time employee of CITY represented by UNION.
9. **PAY PERIOD** – Each pay period shall consist of the 14-day period(s) defined by CITY.
10. **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.
11. **SEPARATION** – The voluntary or involuntary cessation of employment with CITY (e.g. resignation, termination, death, etc.)

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

13. WORK WEEK – Seven (7) day period defined by CITY in which overtime shall be paid after 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 Memorandum 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 Memorandum. Reopener Exceptions: 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 whose fiscal impact on UNION or CITY is substantial. 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 AGREEMENT 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 AGREEMENT 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, UNION, or political affiliation.

SECTION VII. ENTIRE AGREEMENT

This AGREEMENT 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.

CITY recognizes the existence of member benefits and working conditions that have occurred outside of the bargaining process including but not limited to early registration for recreation programs, access to ice and drinking water, etc. and intends to retain those benefits for members.

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 Civil Service Rules and Regulations.
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 shift 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, and
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 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 shall enroll all eligible members into the California Public Employees Retirement System (PERS) at the current retirement age, rate, and accumulation (2.7% at age fifty-five (55) based on single highest year) with CITY contributing an amount equal to the employer share plus the member (employee) share up to a combined maximum of 23.511%. Each current and future member, under the terms of AGREEMENT shall be responsible for the payment of all additional PERS-related costs, if any. This provision is subject to the administrative consent of PERS and the parties agree that, in the event of a denial of terms by PERS, the parties shall implement the available option that most closely replicates the cost sharing provisions defined above subject to the meet and confer process.

SECTION X. SENIORITY

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

Seniority shall be the primary consideration in scheduling a single period of annual leave 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 to each member with an annual evaluation on, or close to, the anniversary date. For purposes of this section, a member receiving an early advancement to the next range (1-6) 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) Attendance record.
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.
 - (b) Each probationary member shall be reviewed no later than six months after his/her hire date. The six month probationary period may be extended once only for up to an additional six 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 range (1-6) 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 six (6) 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 either in a comparable step or in the lowest step that would provide for a five percent (5%) pay increase (whichever is higher). 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 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: In lieu of Longevity Pay, members who have served the CITY for five (5) years and have attained the top step (6) of their salary range, shall, upon a satisfactory written evaluation by their Department Head and approval by the City Manager, receive additional merit advancement in accordance with the following schedule, using Step 6 as a base and dateline:

- Step 7 Two and one-half percent (2.5%) salary increase after one year satisfactory service in step 6.
- Step 8 Two and one-half percent (2.5%) salary increase after one year satisfactory service in step 7.
- Step 9 Two and one-half percent (2.5%) salary increase after one year satisfactory service in step 8.
- Step 10 Two and one-half percent (2.5%) salary increase after one year satisfactory service in step 9.
- Step 11 Two and one-half percent (2.5%) salary increase after one year satisfactory service in step 10.

Additionally, members with 15 years of full-time employment with CITY shall receive a step increase of two and one-half percent (2.5%).

SECTION XII. OUT-OF-CLASS TEMPORARY APPOINTMENT

The Department Head, with approval of the City Manager, retains the right to temporarily assign 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 1st hour, with a five (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.

SECTION XIV. ANNUAL VACATION LEAVE

The purpose of annual vacation leave is to enable each eligible member to return to work mentally and physically refreshed. All members shall be entitled to take annual vacation leave with pay, except members who have served the CITY less than six months, or who are not eligible.

Commencing with the successful completion of the member's probationary period, which would normally be six months after the member's hire date, the member may take annual 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 160 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 City Manager will urge Department Heads to find ways in which members who already exceed the maximum accrual may use their vacation time. 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 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. Payment will occur after the deadline at a time determined by the Finance Director.

(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 and the vacation leave shall be extended accordingly.

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
- Two 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. In this event, the member(s) shall be entitled to compensatory time off at the rate of time-and-one-half, at such time as, in the discretion of the Department Head, his/her services are not needed or required. Alternatively, the member may request pay at time-and-one-half for overtime hours worked. Members for whom holiday(s) fall on non working day(s) shall be entitled to observe the holiday on an adjacent workday to be determined by City policy.

Members are entitled to take two floating holidays per calendar year. Scheduling shall be coordinated with member's Department Head. Holiday's must be taken and paid in the same fiscal year in which they are earned. The floating holiday(s) must be taken as a day off as it has no cash value and does not accrue from year to year.

SECTION XVI. SICK LEAVE

Members shall be entitled to take sick leave with pay as accrued. Sick leave shall not be considered as a right, which member may use at his/her discretion but shall be allowed only in case of necessity and actual physical illness or disability, or for time needed for medical appointments.

Sick leave shall accrue at the rate of four hours per pay period for each period worked. Partial credit will be given for partial pay periods worked.

Members shall be permitted to accrue unlimited sick leave for the purposes of actual illness.

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%) of the value of their accumulated sick leave at Separation.

Members who have 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%) of the value of their accumulated sick leave at Separation.

Members who have 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%) of the value of their accumulated sick leave at Separation.

If a member is absent on sick leave, the member shall cause the member's immediate supervisor or personnel officer to be notified in accordance with personnel rules prior to the scheduled start time. If, at the sole discretion of the Department Head, based on the length of time or because reasonable suspicion exists as to the legitimacy of a member's sick leave use, the member shall be required to provide a certification from the qualified and appropriately licensed medical provider who examined the member. The certification shall objectively verify the incapacitation of the member to the extent that performance of duties is or was inappropriate. The determination to be made herein by the Department Head shall not be subject to administrative or civil challenge.

Not more than five (5) days sick leave each calendar year may be taken in case of a member's presence being required elsewhere because of sickness, disability or death of members of his/her immediate family. For the purposes of this section, the immediate family shall consist of the spouse or registered domestic partner, children (including step-children), parents (including step-parents and parents-in-law), siblings (including step-siblings and siblings-in-law), grandparents (including grandparents-in-law), and other cohabitants living full-time in the same household as the member.

SECTION XVII. BEREAVEMENT LEAVE

Any Member may be allowed to be absent from duty for up to three consecutive working days without loss of pay because of the death of a member of Member's immediate family. When travel to distant locations or other circumstances requires absence in excess of three consecutive working days, the City Manager may allow the use of accrued annual leave, or accrued family sick leave to supplement the three 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), and other cohabitants living full-time in the same household as the member.

SECTION XVIII. MAINTENANCE OF BENEFITS UNTIL EXHAUSTION OF ACCRUED LEAVE

It is the intention of CITY to comply with all leave policies that have been established or may be established by Federal and State law.

Any member covered under the terms of AGREEMENT shall be considered to be on active, full-time employment insofar as they have sufficient leave on the books commencing with absence. Leave shall be defined as annual leave, sick leave, extended family care leave in accordance with the Family and Medical Leave Act of 1993, or accumulated compensatory time and holidays. Once it is determined that the absence is long term, a calculation will be made to determine the date upon which all accrued leave and holidays, if any, would be exhausted of used in a manner enabling the member to maintain an 80-hour 2-week work week period. At the exhaustion of all leave, the accrual of all leave and benefits will cease. At that point, however, the member has the option to maintain active status in the medical program for two years, on the condition that he/she pays the full premium cost. Coverage after paid leave or FMLA/CFRA leave is exhausted shall be in conformance with FMLA/CFRA, contingent upon carrier(s) granting coverage to the member.

Notwithstanding the terms and conditions specified in this section, Maternity Leave shall be in accordance with Section 18 as well as State and Federal Law.

SECTION XIX. MATERNITY LEAVE

Under the terms of AGREEMENT, any member eligible for maternity leave may, as an alternative, elect to work less than eighty (80) hours per pay period for a duration not to exceed sixty (60) days. The member exercising this option shall accrue benefits at a pro-rated rate equal to the amount of hours worked. Benefits shall be defined as annual leave, sick leave, and medical insurance.

It is the intention of the CITY to comply with spousal leave policies that have been established or may be established by Federal or State Law.

SECTION XX. MILITARY LEAVE AND BENEFITS

The CITY will observe and comply with the United States Uniformed Services Employment and Reemployment Rights Act (USERRA) under which a member who has been absent from his or her position because of service in the uniformed services less than five (5) years is entitled to reemployment under the conditions set forth in the Act. The member's seniority will continue to grow as though the member was not absent. The CITY agrees to pay health insurance premiums and pension contributions for members who are absent for military service 15 days or less in an amount calculated as though the absence did not occur. The member who is absent for military service for more than 15 days will be eligible to continue in CITY's health plan for up to eighteen (18) months at the member's cost whether or not the member is eligible for health insurance under the United States Consolidated Omnibus Budget Reconciliation Act (COBRA). Members who are absent for military service for more than fifteen (15) days will be eligible to purchase retirement benefits pursuant to the rules and regulations of the California Public Employees Retirement System (CalPERS). Any member returning from service must apply for reemployment within the time outlined under the Act and submit to a "fitness-for-duty" examination.

SECTION XXI. TUITION REIMBURSEMENT & INCENTIVE BONUS PLAN

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.

4. EDUCATIONAL INCENTIVE BONUS PLAN: The purpose of the Educational Incentive Bonus Plan 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 Bonus Plan, members must comply with the following requirement:

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

(b) Indicate their desire, in writing, to participate in the Education Incentive Bonus Plan. This request shall be to the City Manager, via the 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.

(2) Five percent (5%) of salary for any member acquiring a B.S., B.A., M.S., M.A.

(3) Two and one half percent (2.5%) of salary for proficiency in a foreign language. That language must be in demand within the community and members must pass language proficiency test administered by the Personnel Officer. The City Manager shall solely determine whether a language is in demand within the community.

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

It is understood by UNION that if the job description held by that member requires one of the above as of this date, then that member shall not be eligible for the Education Incentive Plan.

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 regular 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. For the purposes of calculation, furlough hours shall not be credited toward the forty (40) hours. Overtime will not be paid on the same day that paid leave time is taken.

Compensatory time is related to overtime (beyond forty (40) hours per work week). Any member who works less than, or equal to forty (40) hours in a work week shall receive straight pay and not compensatory time.

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

A one-half percent (0.5%) base salary adjustment shall be implemented during the first full payroll period following implementation of this agreement with a retroactive effective date of the first full pay period following July 1, 2011.

A one percent (1%) base salary adjustment shall be implemented during the first full payroll period of July 1, 2012.

A two percent (2.0%) base salary adjustment shall be implemented during the first full payroll period of July 1, 2013.

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 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 pay period in July.

SECTION XXV. HEALTH BENEFITS

The CITY will contribute to the cafeteria program (IRC 125) for each member as follows:

Placement in tier is determined upon enrollment in CITY-sponsored major medical plan (PERSCheck, PERCare)				
Effective July 1, 2003, placement in Tier 2 is determined by enrollment by member in any CITY-sponsored medical plan on July 1, 2003				
	Tier 1	Tier 2	Tier 3	Tier 4
	No Med	Emp.	Emp. + 1	Emp. + 2 +
Monthly	\$450	\$575	\$738	\$936

Any additional required premium shall be contributed by the member through authorized payroll deduction. To the extent permitted by policy, unused portions of the member's monthly contribution may be cashed out by the member for unrestricted use.

SECTION XXVI. 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 at the rate of \$.25 per hour. 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 30 minutes after being notified.

SECTION XXVII. 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 hours overtime pay. A member called out for service will be paid for 15 minutes travel time to arrive at the required destination. Any travel time in excess of 15 minutes will not be charged to the two hours minimum call out.

SECTION XXVIII. LAYOFF PROCEDURE

If 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. A lay off out of the inverse order of seniority may be made if, in the city manager's judgment, retention of special job skills is required. 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 of the displaced member and at the rate closest to the previously held step but no higher than the highest step in the displaced job classification pay range.

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 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 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 XXIX. 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 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.

(c) Official personnel files shall not be purged nor added to without notification to the member by the Personnel Officer, regardless of impact to the member. The member shall always be afforded the opportunity to review and comment on material being purged from or added to his or her official personnel file.

SECTION XXX. USE OF KERR MCGEE CENTER FACILITIES

Each member, the member's spouse, and dependent children shall be permitted to use the Pinney Pool and 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 XXXI. 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 XXXII. 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. 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. 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 ten (10) days after receiving the appeal. If the member does not agree with the decision reached, or if no answer has been received within fifteen 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 five names requested and received from the State Mediation and Conciliation by CITY and UNION striking one name alternatively until one name remains. 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 XXXIII. 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 30 days prior to contract award 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.

Additionally, the impacts of the decision shall be subject to the meet and confer process.

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 XXXIV. CAPTIONS

All paragraph or section headings are for reference only and shall not be considered in construing this Agreement.

APPROVED:

APPROVED:

FOR THE EMPLOYER:

FOR THE UNION:

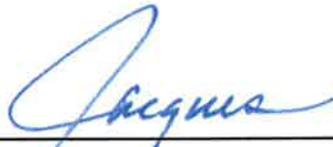
CITY OF RIDGECREST

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

**KURT O. WILSON
RIDGECREST CITY MANAGER**

**JACQUES LOVEALL, PRESIDENT
INTERNATIONAL VICE PRESIDENT**

BY 

BY 

DATE 9/8/11

DATE September 1, 2011

EXHIBIT "A"
JOB TITLES AND PAY GRADES AS OF JULY 1, 2011

Position Title	Grade	Bottom	Top
CODE ENFORCEMENT OFFICER	221	2,936	4,240
COMMUNITY DEVELOPMENT TECH	200	2,733	3,946
CULTURAL AFFAIRS COORD. I	538	2,356	3,402
DRIVER - TRANSIT	140	1,990	2,874
ENGINEERING TECHNICIAN III	242	4,241	6,124
EQUIPMENT OPERATOR	200	2,733	3,946
FLEET MECHANIC I	243	3,147	4,676
FLEET MECHANIC II	245	3,487	5,035
FLEET MECHANIC III	250	3,574	5,154
GARAGE FOREMAN	250	3,574	5,154
MAINTENANCE WORKER I	150	2,141	3,092
MAINTENANCE WORKER II	170	2,360	3,408
MAINTENANCE WORKER III	183	2,601	3,667
OFFICE ASSISTANT I	130	1,831	2,644
OFFICE ASSISTANT II	150	2,141	3,092
PLANNING TECH I	200	2,733	3,946
PLANNING TECH II	265	3,753	5,413
POLICE CLERK I	130	1,831	2,644
POLICE CLERK II	150	2,141	3,092
SECRETARY	180	2,406	3,470
WASTEWATER OPERATOR I	195	2,666	3,846
WASTEWATER OPERATOR II	215	2,940	4,241
WASTEWATER OPERATOR III	270	3,731	5,388
WASTEWATER OPERATOR TRAINEE	175	2,047	2,956

- Pursuant to Sections VIII – City Rights and Responsibilities, and Section V – meet and confer regarding impacts.

EXHIBIT "B"

VACATION SCHEDULE FOR MEMBERS OF UFCW 8GS		
VACATION SCHEDULE FOR MEMBERS OF RIDGECREST UNION OF CITY EMPLOYEES		
<u>NO. OF YEARS EMPLOYED</u>	<u>RATE OF ACCRUAL IN HOURS</u>	<u>HOURS/YEAR</u>
0-4	3.08	80
5-9	4.62	120
10+	6.16	160

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.