

RESOLUTION NO. 88-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST RATIFYING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIDGECREST AND THE RIDGECREST ASSOCIATION OF CITY EMPLOYEES.

WHEREAS, the City of Ridgecrest, and the Ridgecrest Association of City Employees, pursuant to Government Code 3500 et seq. and City of Ridgecrest Resolution No. 76-21, have met and conferred in good faith and have reached agreement on a Memorandum of Understanding regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the City Council desires to approve and ratify the Memorandum of Understanding with the Ridgecrest Association of City Employees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby approve and ratify the Memorandum of Understanding with the Ridgecrest Association of City Employees for the term of July 1, 1988 to June 30, 1990; and

BE IT FURTHER RESOLVED THAT the City Council hereby directs that the appropriate adjustments in salaries, wages, and other benefits be made in accordance with the terms and conditions of the Memorandum of Understanding dated August 3, 1988, and that this resolution supersedes any previous resolution regarding the Ridgecrest Association of City Employees Memorandum of Understanding.

APPROVED AND ADOPTED this 3rd day of August, 1988, by the following vote:

AYES: Mayor Mower, Councilmembers Bergens & Corlett.

NOES: None.

ABSTAIN: None.

ABSENT: Councilmembers Condos & Lilly.

  
\_\_\_\_\_  
Michael R. Mower, Mayor

ATTEST:

  
\_\_\_\_\_  
Joyce M. Taft, City Clerk

MEMORANDUM OF UNDERSTANDING  
between

CITY OF RIDGECREST  
and  
RIDGECREST ASSOCIATION OF CITY EMPLOYEES

TERM OF AGREEMENT:  
July 1, 1988 through June 30, 1990

Ratification Date: August 3, 1988

This Memorandum of Understanding is entered into by and between the City of Ridgecrest, a municipal corporation (hereinafter referred to as the City), and the Ridgecrest Association of City Employees (hereinafter referred to as the Association), pursuant to Government Code 3500 et seq., and City of Ridgecrest Resolution No. 76-21. 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. Hereinafter, this MOU may be referred to as the Agreement.

**SECTION I. RECOGNITION**

The City recognizes the Association as the majority representative of those City employees holding job titles set forth on the attached Exhibit "A", pursuant to, and subject to the decertification provision of City Resolution 76-21. All part-time and seasonal City employees are excluded from representation by the Association as are management, confidential and supervisory employees.

**SECTION II. TERM OF AGREEMENT**

Unless otherwise specifically provided for herein, all the terms, conditions and provisions of this Agreement shall become effective July 1, 1988, and remain in full force until June 30, 1990, and shall apply to members as specified in Section I.

**SECTION III. MEMBERSHIP**

- (a) City agrees to deduct membership dues for Association members upon written request by the employee. Notification must be received by the City ten days prior to date of first deduction or date of termination of deduction. City agrees to forward dues collected to the Association within thirty days after collection.
- (b) The Association agrees to hold City harmless and indemnify the City against any claims, causes of action and law suits, which may arise out of the dues deductions, or transmittal of such funds to the Association (exclusive of errors in computation made by the City).

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SECTION IV. COMPLIANCE WITH RULES AND REGULATIONS

The Association agrees that its members should fully and faithfully comply with all City and Department rules and regulations, including those relating to conduct and work performance in effect on date of ratification of this Agreement.

SECTION V. EMPLOYEE RIGHTS

- (a) The City agrees to grant official representatives of the Association reasonable access to employees to discuss any grievance or problem arising under the terms of this agreement during working hours.

It is agreed that there be as little interference as possible by the Association Business Representative or Steward during the working hours of such employee or employees. It is agreed that the Steward shall be permitted to conduct a reasonable amount of Association business regarding grievances during working hours without loss of pay. The Association may use City facilities with permission from the City Administrator to conduct meetings when such facilities are available. The City representative may authorize such meetings during duty hours.

- (b) Space shall be made available to the Association on existing department bulletin boards. Such use may not interfere with the needs of the department. The material posted may not be derogatory to the City or employees of the City. No material shall be posted which refers to candidates for public office or ballot measures. Newsletters, correspondence and minutes of Association meetings shall not be deemed political.

- (c) The provisions of this Memorandum of Understanding shall apply equally to and be exercised by all employees represented by the Association, as described in Article IV, Section D hereof, without discrimination as to age, sex, marital status, religion, race, color, creed, national origin, Association political affiliation.

SECTION VI. MAINTENANCE OF BENEFITS

This Memorandum of Understanding 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.

All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in the Memorandum of Understanding, shall remain in full force unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual written consent.

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SECTION VII. CITY RIGHTS AND RESPONSIBILITIES.

It is the exclusive right of the City to make all decisions of a managerial or administrative character including but not limited to the exclusive right to determine the duties of its constituent departments, commissions and boards; to determine the procedures and standards of selection for employment and promotion, to direct its employees to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to determine the content of job classifications; to hire, transfer, and to promote or to lay off employees for lack of work or lack of funds; to suspend, discipline, and discharge employees for just cause; to expand or to diminish services; to contract or subcontract any and/or all work or operations; and to determine the methods, means and personnel by which governments operations are to be conducted, and any management rights not specified herein.

In order to ensure that the City shall continue to carry out its safety and protection service 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, the City continues to reserve and retain solely and exclusively all rights including but not limited to:

- (a) Determine Department policy, including the right to manage the affairs of the City in all respects.
- (b) Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain all employees.
- (c) 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.
- (d) Determine standards and level of services to be performed, 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 work, services, or operations of the City.
- (e) Determine the appropriate job classifications, organizational structure, and personnel by which City operations are conducted.
- (f) Determine the size and composition of Departments, assign members and establish work schedules and assignments.
- (g) Determine the issues of public policy, and control the overall mission of the City.
- (h) Maintain and improve the efficiency and effectiveness of all Departments.

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- (i) Take any necessary actions to carry out the mission of the City in situations of emergency.
- (j) Establish performance standards for employees, including but not limited to quality and quantity standards.
- (k) 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 enactments and to require compliance therewith.

**SECTION VIII. RETIREMENT**

The City agrees to continue the current contract with PERS as it applies to miscellaneous members. The City agrees to paying 5/7ths of employee's portion of PERS for those employees covered by this Agreement for contract year 1988-89 and the remaining 2/7ths of PERS will be paid by the City making it 100% on July 1, 1989 (or nearest payroll date). The Social Security will remain as the employee paying their portion.

**SECTION IX. SENIORITY**

Seniority shall be the primary consideration for the purposes of temporary appointments, overtime assignments, and vacation.

Whenever two or more employees in the same class possess and exhibit the same degree of merit, as defined in this section, the assignment shall be given to the employee possessing the greater seniority in the same class. As used herein, seniority shall be defined as length of continuous service in a current classification within the City of Ridgecrest.

**Definition of Merit**

Merit shall be determined by the City provided the following evaluations of an employee's performance is made:

- (a) The ability of the employee to perform assigned duties effectively as required for the job.
- (b) The ability to work harmoniously with others.
- (c) The employee's overall work performance, including any disciplinary action.
- (d) The ability to take direction.
- (e) An employee's attendance record.

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**SECTION X. TEMPORARY APPOINTMENT**

An employee who has been temporarily appointed to a position in a higher classification for a period of ten consecutive shifts shall be compensated, beginning on the 11th day, at the salary schedule for that position in a step which would afford the employee at least a 5% salary increase in recognition of extra duties performed. Such appointments shall be in writing and put in the employee's personnel file.

**SECTION XI. WORKING OUT OF CLASS**

An employee may be required to perform duties inconsistent with those assigned to the position for a period of time in excess of five days provided that the salary is adjusted upward for that entire period in excess of five days. Working out of class must be authorized in writing by the employee's supervisor and approved by the Department Head or City Administrator.

**SECTION XII. ANNUAL VACATION LEAVE**

The purpose of annual vacation leave is to enable each eligible employee annually to return to his work mentally and physically refreshed. All City employees shall be entitled to take annual vacation leave with pay except the following:

- (a) Employees who have served the City less than one year.
- (b) Employees who work on a temporary assignment, seasonally, or less than 1040 hours per year.
- (c) Elective officers; members of appointive boards, commissions and committees.
- (d) Contractual personnel.
- (e) Volunteer personnel, including Police Reserves.

Commencing with the first anniversary, which is determined as a hire date of each employee, the employee may take annual vacation leave up to the amount accumulated when the leave is initiated.

Each eligible employee employed with the City of Ridgecrest prior to October 1, 1982, shall earn annual vacation at the rate indicated in Exhibit "B", attached. Each eligible employee employed by the City of Ridgecrest after October 1, 1982, shall earn annual vacation at the rate indicated in Exhibit "B", attached, earning a maximum of 160 hours per year.

Eligible employees who work less than full-time, but more than 1040 hours per year shall be credited vacation on a pro-rata basis.

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Annual vacation shall be taken during the succeeding year earned and shall not be cumulative except as follows:

- (a) The time during the succeeding year at which an employee may take his vacation shall be determined by the Department Head with due regard for the wishes of the employee and with particular regard for the needs of the service.
- (b) If the requirements of the service are such that an employee cannot take all of his annual vacation the succeeding year, or if the employee is determined to have a valid reasons for requesting a portion of his vacation, not to exceed 3 weeks, be carried over to the next succeeding year, such vacation may be taken in part or the entire vacation may be paid for at the request of the employee with the approval of the City Administrator.
- (c) The Department Head shall obtain the approval of the City Administrator in writing before deferring any employee's vacation to a succeeding year.

In the event that one or more municipal holiday falls within a annual vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Any person who resigns or is terminated from service with the City shall receive pay for all accrued vacation.

**SECTION XIII. HOLIDAYS**

The holidays to be observed annually by the Association are as follows:

New Year's Day, January 1  
 Washington's Birthday, the third Monday in February  
 Memorial Day, the last Monday in May  
 Independence Day, July 4  
 Labor Day, the first Monday in September  
 Admissions Day, September 9  
 Columbus Day, the second Monday in October  
 Veterans' Day, November 11  
 Thanksgiving Day, the fourth Thursday in November and the Friday immediately following  
 Christmas Day, December 25  
 Floating Holiday (employees employed prior to October 1, 1982 only)  
 Every day appointed by the Mayor of the City of Ridgecrest as a public fast or holiday.

No permanent or probationary employee in the competitive service shall be required to be on duty on these holidays, unless the employee's services are needed or required in the interest of public health, safety or general welfare, in which latter event

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such employee shall be entitled to compensatory time off at time-and-one-half. At such time as in the discretion of the Department Head his/her services are not needed or required or the employee may request pay at time-and-one-half for overtime hours worked.

When January 1, July 4, September 9, November 11, or December 25 falls upon a Sunday, the following Monday shall be observed. When January 1, July 4, September 9, November 11, or December 25 falls upon a Saturday, the preceding Friday shall be observed.

If a holiday falls on an employee's regularly scheduled time off, compensatory time off shall be granted.

**SECTION XIV. SICK LEAVE**

All City employees may accrue sick leave except the following:

- (a) Employees who work on a temporary assignment, seasonally, or less than 1040 hours per year.

Employees shall be entitled to take sick leave with pay as accrued. Sick leave shall not be considered as a right which an employee 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 pay period worked. Partial credit will be given for partial pay periods worked.

Employees shall be able to accumulate unlimited sick leave for the purpose of actual physical illness or disability.

Employees hired before October 1, 1982, and who have five years or more of eligible service are entitled to one-half the value of all their accumulated sick leave at the time of resignation or removal from City service.

Employees hired on or after October 1, 1982, and who have five years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 320 hours, and are entitled to one-half of the value of their accumulated sick leave at the time of termination of employment by resignation or removal from City service.

Employees hired on or after October 1, 1982, and who have 10 or more years of service, shall be entitled to accumulate for conversion purposes, a maximum of 640 hours, and are entitled to a maximum of one-half of the value of their accumulated sick leave at the termination of employment by resignation or removal from City Service.

If an employee is absent on sick leave, he/she shall notify his/her immediate supervisor or the personnel officer prior to

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the time set for beginning his/her daily duties. The employee may be required to file a physician's certificate with his/her Department Head.

Not more than five days sick leave each calendar year may be taken in case of an employee's presence being required elsewhere because of sickness, disability or death of members of his/her immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, or the spouse's father, mother, brother, or sister.

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 XV. LONGEVITY PAY**

Employees who have served the City for five (5) years and have attained the top step (F) of their salary range, may upon a satisfactory written evaluation by their Department Head and approved by the City Administrator, receive longevity pay in accordance with the following schedule, using Step F as a base and dateline.

Step G - Two and a half percent (2 1/2%) salary increase after two years satisfactory service in Step F.

Step H - Two and a half percent (2 1/2%) salary increase after two years satisfactory service in Step G.

Step I - Two and a half percent (2 1/2%) salary increase after two years satisfactory service in Step H.

Step J - Two and a half percent (2 1/2%) salary increase after two years satisfactory service in Step I.

Any employee receiving compensation under this Plan and transferred or promoted to a temporary position shall retain his/her longevity status during the temporary assignment.

**SECTION XVI. TUITION REIMBURSEMENT (Policy 79-3)**

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

Eligibility - All permanent, full-time employees.

Applicability

(a) The course or training must be directly applicable to the employee's current job classification or related to a position to which the employee might reasonably aspire within the Cities organizational structure, as determined by the City Administrator.

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- (b) Courses or training in areas which will be of current or future benefit to the City may be authorized as determined by the City Administrator.

Authorization

- (a) An eligible employee may submit a request for tuition/fee reimbursement through his Department Head to the City Administrator for a course or training, meeting the above criteria, prior to registering for said course or training.
- (b) If approved by the City Administrator, and upon successful completion of the course of study with a satisfactory or better grade, the employee will be reimbursed for 100% of tuition/fee.
- (c) The employee is responsible for cost of books, mileage and any required fees. However, if the tuition/fee for the course amounts to less than \$35.00, the City will pay for tuition/fee, books and fees in an amount not to exceed \$35.00.
- (d) Maximum expended per employee will be \$200.00 per fiscal year.

SECTION XVII. OVERTIME

Bargaining unit members shall be paid at the rate of one and one-half times the regular rate of pay for hours worked in excess of forty (40) hours during the work period. Hours worked includes paid leave time, as long as not taken on the same day.

The employee, however, may elect to receive compensatory time off in lieu of overtime pay. Said compensatory time shall be accrued at the rate of time and one-half of the time worked up to a maximum of 80 hours, and may be taken upon approval by the Department Head with due regard for the wishes of the employee.

SECTION XVIII. MEDICAL

The City will pay \$270.20 per month per employee towards the cost of medical insurance. The City agrees to allow retirees of California PERS with 13 years of service to the City to remain under the City health plan provided employees contribute the total premium to age 65 or eligibility to medicare which ever comes first. All employees during the term of this agreement will pay a minimum of \$6.94 per pay period for the employees share of health insurance premium.

In the event that the total medical insurance premium increases during the term of this MOU, the City agrees to pay any increase during the term of the MOU to a maximum of \$328 per month.

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SECTION XIX. DENTAL

It is mutually agreed that the City will contribute \$10 per family for dental insurance for the employee and family.

SECTION XX. PAYMENT FOR STANDBY TIME

Upon the request of the Department Head, and with the approval of the City Administrator, any employee required to be "on-call" and available for work during hours other than their normal work shift, shall be paid at the rate of 25¢ per hour.

SECTION XXI. PAYMENT FOR CALL OUT TIME

An employee who is called out for work by authorized City personnel, after normal working hours, shall be paid a minimum of two hours overtime pay.

SECTION XXII. PERSONNEL FILES

The official personnel file for each employee is maintained in the Personnel Department under the direction of the Personnel Officer. All official documents pertinent to an individual's employment relationship with the City such as applications, performance evaluations, commendations and corrective action, shall be maintained in the official file. Any material in the personnel file will be made available to the employee upon request. It shall be the right of the employee to submit a written response to the Personnel Officer to be attached to any evaluation or disciplinary memorandum included in the file. Personnel files are considered confidential and access is limited.

Each employee may review his or her own personnel file or authorize in writing its review by a designated representatives during normal working hours with 3 days notice.

PURGING OF PERSONNEL FILES.

- (a) Letters of reprimand not involving suspension or demotion may be removed from the personnel file four years from date of the letter. The same or similar offense causing from the first letter to be inserted in the personnel folder shall, within the four year period, cause the first letter to be retained in the file until the time for the second letter to be removed. This applies to subsequent offenses as well.
- (b) When letters of reprimand set forth in Section (a) above are not self-obliterating, the employee shall be permitted to request the removal of the letter after the letter has been in the file for a period of not less that four years.
- (c) In the event that the request is denied, the employee may appeal that decision to the City Council to be considered in

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closed session. The decision of the City Council shall be final.

- (d) Personnel files shall not be purged nor added to without notification to the employee by the Personnel Officer, if such action would negatively affect the employee. The employee shall be afforded the opportunity to review and comment on material being purged from or added to his/her personnel file.

**SECTION XXIII. SAVINGS 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, the City and the Association agree to immediately meet and confer upon a substitute for the invalidated Article, Section or portion thereof.

**SECTION XXIV. 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.
- (c) To provide that the grievance procedures shall be as informal as possible.

A "Grievance" shall be defined as a misinterpretation or misapplication of this Agreement by a person who is adversely affected, or by the Association if the grievance affects that Association's rights, i.e. Section I, III, IV, V, VI, VII and VIII.

**STEP 1**

An employee's grievance must be submitted to the first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen working days after the event giving rise to the grievance. The supervisor or management representative will give his answer to the employee by the end of the fifth working day following the presentation of the grievance and the giving of such answer will terminate Step 1.

**STEP 2**

If the grievance is not settled in Step 1, the grievance shall be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated, signed and dated

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by employee, and the association and the appropriate management representative shall within ten working days after the termination of Step 1, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such a meeting will take place within ten working days from the date the grievance is referred to Step 2. A decision shall be rendered within five working days from the date of such meeting.

Time limits as set forth above may be extended by mutual agreement between the parties, but neither party shall be required to so agree.

It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

STEP 3

Upon receipt of the appeal by the City Administrator, he or his designee shall discuss the grievance with the employee, his representatives, if any, and with other persons. The City Administrator shall render his decision and comments in writing, and return them to the employee within ten working days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within fifteen working days, he may appeal to the mediation step, Step 4, within ten working days.

STEP 4

If no resolution of the grievance is reached at the Step 3 conference, either side 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 the City and the Association 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 not 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.

Either the aggrieved or the City may appeal the recommendation of the arbitrator to the City Council for review and final determination.

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

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APPROVED:

Jo Warren  
Jo Warren, Acting President

Ray Bartle  
Ray Bartle, Acting Vice President

Myrna Hood  
Myrna Hood, Acting Secretary/Treasurer

Damon B. Edwards  
Damon B. Edwards

Dated: 9/27/88

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## EXHIBIT "A"

## RIDGECREST ASSOCIATION OF CITY EMPLOYEES

Associate Planner	290	2620 - 3344
Assistant Planner	270	2377 - 3033
Public Works Inspector	265	2320 - 2961
Building Inspector	265	2320 - 2961
Senior Engineering Aide	235	2004 - 2558
Public Works Crew Leader	220	1862 - 2377
Equipment Mechanic	220	1862 - 2377
Nutrition Director	220	1862 - 2377
Wastewater Operator II	215	1818 - 2320
Administrative Technician	210	1774 - 2264
Engineering Aide	205	1731 - 2210
Senior Secretary	200	1689 - 2156
Planning Technician	200	1689 - 2156
Equipment Operator II	200	1689 - 2156
Wastewater Operator I	195	1649 - 2105
Recreation Supervisor	190	1609 - 2053
Equipment Operator I	180	1532 - 1955
Wastewater Operator Trainee	175	1496 - 1909
Secretary	180	1532 - 1955
Maintenance Worker II	170	1459 - 1862
Administrative Clerk II	150	1324 - 1689
Maintenance Worker I	150	1324 - 1689
Administrative Clerk I	130	1200 - 1532
Garage Foreman	250	2156 - 2751

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EXHIBIT "B"  
VACATION SCHEDULE  
FOR  
MEMBERS OF RIDGECREST ASSOCIATION 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 - 14	6.16	160
15	6.47	168
16	6.77	176
17	7.08	184
18	7.39	192
19	7.70	200
20	8.00	208