

RESOLUTION NO. 94-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST RATIFYING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE RIDGECREST ASSOCIATION OF CITY EMPLOYEES (R.A.C.E.) AND THE CITY OF RIDGECREST.**

**WHEREAS**, the City of Ridgecrest and the Ridgecrest Association of City Employees (R.A.C.E.), 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**, in this time of economic hardship the R.A.C.E. membership has agreed to a step, longevity and merit increase freeze except for those employees who earn \$10.04 per hour or less; in addition they will all take 80 furlough hours; and

**WHEREAS**, a task force is currently investigating medical insurance plan options which will be defined in the near future, before August 1st when the current plan expires, but for now is excluded from the Memorandum of Understanding. However, should no agreement be reached on this issue, this M.O.U. will be annulled; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ridgecrest hereby approves and ratifies the Memorandum of Understanding with the Ridgecrest Association of City Employees for the term of July 1, 1994 through June 30, 1995; and

**BE IT FURTHER RESOLVED** that the City Council hereby directs the appropriate adjustments in benefits and working conditions be made in accordance with the terms and conditions of this Memorandum of Understanding, and that this resolution supersedes any previous resolution regarding the Ridgecrest Association of City Employees Memorandum of Understanding.

**APPROVED AND ADOPTED** this 1st day of June, 1994, by the following vote:

Ayes: Mayor Corlett, Council Members Auld, Bitney, and Parode.

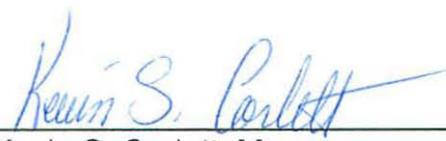
Noes: Council Member Bryan.

Abstain: None.

Absent: None.

ATTEST:

  
\_\_\_\_\_  
Pamela Bartlett, City Clerk

  
\_\_\_\_\_  
Kevin S. Corlett, Mayor

**MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF RIDGECREST  
and  
RIDGECREST ASSOCIATION OF CITY EMPLOYEES**

**TERM OF AGREEMENT:  
July 1, 1994 through June 30, 1995**

**Ratification Date: July 1, 1994**

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 No. 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, 1994 and remain in full force until June 30, 1995, and shall apply to unit 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 lawsuits, 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. WAIVER OF OBLIGATION TO MEET AND CONFER DURING THE TERM OF THE MEMORANDUM OF UNDERSTANDING**

As the City and the Association 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 referred to or covered in this Memorandum.

**SECTION VI. 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. 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 the Memorandum of Understanding shall apply equally to and be exercised by all employees represented by the Association, as described in Section I hereof, without discrimination as to age, sex, marital status, religion, race, color, creed, sexual orientation, disability, national origin, association or political affiliation.

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**SECTION VII. 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 of the City and the Association.

**SECTION VIII. 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 government 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.

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- (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, schedule hours, work days, and assignments. Employees will be notified of shift changes in writing by the Department Head five days prior to the change.
- (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.
- (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 IX.        RETIREMENT**

The City agrees to keep the current retirement plan in effect during the term of this agreement, and eligible members shall be provided the 2% at 55 years.

The City agrees to pay a maximum of 7.00% per employee contribution for all employees of this bargaining unit.

**SECTION X.        SENIORITY**

Seniority shall be defined as that length of continuous service with the City.

Seniority shall be the primary consideration in scheduling a single period of annual leave for each employee and overtime assignments. However, in the event of an emergency or specialized task

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requiring specific skills, the department may assign overtime to the most appropriate personnel available.

**SECTION XI      MERIT ADVANCEMENT AND EVALUATIONS**

**(A)    Evaluations**

The City agrees to provide to each and every employee within this bargaining unit an evaluation to be completed once a year, by July 1st.

As stated in Section XXIII, no step, longevity or merit increases will be given in Fiscal Year 1994-95 with the exception of those employees with an hourly pay rate at or below \$10.04 who receive a successful or better rating on their annual evaluation.

**(B)    Merit Advancement Within Ranges**

1.    A full-time probationary or permanent employee shall be eligible for advancement to the next higher step in the range assigned his/her class at any time within the first year that his/her supervisor and the City Administrator feel his/her performance has warranted it. All probationary employees shall be reviewed no later than one year after his/her hire date. Salary increases shall take place within the first pay period of the fiscal year.
  
2.    A full-time, regular employee promoted to another class shall be advanced one salary step from his/her pre-promotion salary step unless the entry step in the class to which he/she is promoted is greater than five percent above his/her pre-promotion salary step, in which case he/she will be placed in the first step of the class to which he/she is promoted. The employee shall be eligible for subsequent salary step increases no later than one year after the date of his/her appointment.

**(C)    Definition of Merit**

Merit shall be determined by the employee's proven ability to meet the following:

- (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.

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- (d) The ability to take direction.
- (e) An employee's attendance record.

**(D) Promotions**

Any bargaining unit employee who is promoted from one position to a higher position shall serve a six (6) month probationary period as a promotional employee. If a promotional employee fails to meet the minimum standards of the new position, said employee shall have the right to transfer back to his/her original position or a position of similar responsibility and the same pay.

**(E) Advancement Not Automatic**

Advancement from step to step in any range shall not be automatic, but shall depend upon increased service value of an employee to the City as exemplified by the recommendation of his/her department head to the City Administrator, length of service, performance record, special training undertaken, or other pertinent evidence.

**(F) Advancement for Outstanding Performance**

The City Administrator, upon the recommendation of a Department Head, may advance an employee to the next highest step within the range for the employee's class as a reward for outstanding performance, but only after the employee 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 class to which the employee's position is allocated.

**SECTION XII. TEMPORARY APPOINTMENT**

The department head, with approval of the city administrator, retains the right to temporarily assign an employee to an acting position within the department. The City reserves the right, within its sole discretion, to assign employees within this unit to work outside of their regular classification. The employee shall meet all eligibility requirements for the position. An employee who has been temporarily appointed to a position in a higher classification for a period of forty (40) consecutive hours shall be compensated, beginning at the 41st hour, with a 5% pay increase, in recognition of extra duties performed.

**SECTION XIII. WORKING OUT OF CLASS**

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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 XIV. SCHEDULING**

The department head retains the right to make assignments and scheduling decisions, including the right to change the starting and ending times of employees' shifts, based upon the needs of the department and the community. As such, the Department Head will be responsible for all decisions concerning staffing levels and the specific hours of individual shifts as well as special assignments.

City employees will work 8 - 9-hour days, 1 - 8-hour day and have one day off, in a 2-week period. Every other Monday, City Hall will be closed. On the opposite Monday, employees will work 8 hours. However, the City Administrator reserves the right to make schedule changes when necessary. A copy of next fiscal year's flex, holiday and furlough schedule is attached, as Exhibit C.

**SECTION XV. ANNUAL VACATION LEAVE**

The purpose of annual vacation leave is to enable each eligible employee annually to return to work mentally and physically refreshed. All employees covered by this bargaining unit shall be entitled to take annual vacation leave with pay, except employees who have served the City less than one year, or who are not eligible.

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.

- (a) An employee may bank up to 120 hours of vacation time. An additional 80 hours may also be carried over with written authorization of the department head and City Administrator. The times in which an employee may take vacation shall be determined by the department head with due regard for the wishes of the employee with particular regard for needs of the service.

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- (b) If the requirements of the service are such that an employee cannot take all of his/her annual vacation in a particular year, the vacation hours accrued may be banked or paid for at the discretion of the appointing power.

In the event that one or more municipal holiday(s) fall within annual vacation leave, such holiday(s) 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 XVI. HOLIDAYS**

The following holidays will be observed:

New Year's Day, January 1  
Presidents' Day, the third Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Columbus Day, the second Monday in October  
Veteran's Day, November 11  
Thanksgiving Day, the fourth Thursday in November and the Friday immediately following  
Christmas Day and the day after, December 25 and 26  
Floating Holiday (employees employed prior to October 1, 1982 only)  
Any holiday proclaimed by the Mayor as a result of Council action

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 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 a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. If a holiday falls upon an employee's regularly scheduled time off, compensatory time off shall be granted. This formula may be changed upon agreement by both the Association and City.

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Employees who were employed by the City of Ridgecrest prior to October 1, 1982 are entitled to take one floating holiday per calendar year. The floating holiday must be taken as a day off and does not accrue from year to year.

**SECTION XVII. 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 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 after October 1, 1982, and who have five years or more of eligible 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 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.

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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.

**Bereavement Leave**

Any employee covered under the terms of this contract 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 his immediate family. When travel to distant locations or other circumstances requires absence in excess of three consecutive working days, the Director of Personnel may allow the use of accrued annual leave, or up to two days of accrued family sick leave to supplement the three working days provided in this section. For the purpose of this section, "immediate family" shall mean the husband, wife, parent or child of an employee.

**SECTION XVIII. MAINTENANCE OF BENEFITS UNTIL EXHAUSTION OF ACCRUED LEAVE**

Any employee covered under the terms of this contract 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, 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 if used in a manner enabling the employee 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 employee has the option to maintain active status in the medical program for two years, on the condition that he or she pays the full premium cost.

**SECTION XIX. MATERNITY LEAVE**

Any employee covered under the terms of this contract may elect to work less than forty (40) hours per week for a period not to exceed sixty (60) days during the period which that employee is absent on maternity leave.

However, if said employee elects to work less than full-time, said employee shall accrue benefits at a pro rata rate equal to the amount of hours worked. Benefits shall be defined as annual leave, sick

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leave, medical insurance. Any such employee who chooses to work less than full time shall not be permitted to augment that time with any other available leave.

In addition, under Federal Law, an employee is entitled up to 12 weeks in a 12-month period of family and medical care unpaid leave. Benefits will be maintained. A modified work schedule will be considered on a case-by-case basis.

**SECTION XX. LONGEVITY PAY**

Employees who have served the City for five (5) years and have attained the top step (6) 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 6 as a base and dateline:

- Step 7            Two and one half percent (2-1/2%) salary increase after two years satisfactory service in Step 6.
- Step 8            Two and one half percent (2-1/2%) salary increase after two years satisfactory service in Step 7.
- Step 9            Two and one half percent (2-1/2%) salary increase after two years satisfactory service in Step 8.
- Step 10           Two and one half percent (2-1/2%) salary increase after two years satisfactory service in Step 9.
- Step 11           Two and one half percent (2-1/2%) salary increase after two years satisfactory service in Step 10.

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 XXI. 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.

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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.
- (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 \$150.00, the City will pay for tuition/fee, books and fees in an amount not to exceed \$150.00.
- (d) Maximum expended per employee will be \$200.00 per fiscal year.

**SECTION XXII. OVERTIME**

Bargaining unit members may receive overtime pay only if the employee received authorization from his/her supervisor prior to working the overtime. Employees who work authorized overtime 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 is defined as any paid time, including regular hours worked, compensation time, vacation, sick leave or floating holiday. However, overtime will not be paid on the same day that paid leave time is taken.

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 eighty (80) hours, and may be taken upon approval by the Department Head with due regard for the wishes of the employee.

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**SECTION XXIII. SALARY SCHEDULE**

During Fiscal Year 1994-94 there shall not be any increases in the salary ranges. No steps, longevity and merit increases will be given with the exception of those employees in this bargaining unit with an hourly pay rate at or below \$10.04 who receive a successful or better rating on their annual evaluation.

**SECTION XXIV. FURLOUGH TIME**

The employees in this association agree to take 80 hours of furlough time in Fiscal Year 1994-95. Furlough time is defined as time off without pay. These hours will be taken on the condition that no lay offs occur to any of the employees in R.A.C.E. Should a lay off occur within this group, the remaining furlough time will be annulled.

**SECTION XXV. SAFETY SHOE ALLOWANCE**

The City of Ridgcrest will pay a safety shoe allowance of \$80.00 annually to each employee required to wear safety shoes for purchase of same and authorized by department supervisor. Each department head will forward a list of employees who require safety shoes to Personnel. This payment will be made on the regular pay check the second pay period in July.

**SECTION XXVI. LIFE INSURANCE**

The City will provide a Life Insurance Policy of \$25,000 for employees covered under this section.

**SECTION XXVII. DENTAL**

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

**SECTION XXVIII. 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 cents per hour. It is understood that those employees asked to be on standby time shall be required to carry a beeper, issued by the City.

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**SECTION XXIX. 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. All employees who are called out for pay will be granted 15 minutes travel time to arrive at a job site or the Corporation Yard. Any time in excess of 15 minutes will not be charged to the two hours minimum call out.

**SECTION XXX. LAYOFF PROCEDURE**

If Management determines for workload, budgetary or other reasons, positions within the bargaining unit must be eliminated, Management will notify the employee that said position is about to be eliminated. Employees shall be laid off in the inverse order of their seniority by their continuous service time. A lay off out of the inverse order of seniority may be made if, in the City's judgement, retention of special job skills is required. Members of this bargaining unit 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 employee has worked. The salary of an employee who moves into the position of a less senior employee shall be the range of the job classification into which the senior moves and the step held in the eliminated position or the step attained while in the job classification they are assuming, whichever is higher.

Regular employees who have received a satisfactory or better evaluation for the 12 months prior to lay off and have completed their probationary period shall automatically be placed on a reemployment list for one year. Such 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.

**SECTION XXXI. 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. The City additionally agrees that no comments will be placed in a bargaining unit employee's personnel file without that employee first acknowledging that it is to be placed in his file. If said employee refuses to acknowledge the placement of said article in his personnel file, the Personnel Officer, upon the

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signature of one other witness, will attest that said employee had knowledge of the item to be placed into the personnel file and the item will still be placed in the personnel file.

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

**Purging of Personnel Files**

Upon termination, the City will remove and provide any letters of reprimand to the employee upon request, permanently removing these items from the file.

**SECTION XXXII. USE OF KERR MCGEE CENTER FACILITIES**

Employees of the bargaining unit and their immediate families (spouse and dependent children) shall be permitted to use the Kerr McGee physical activity facility at no charge, providing that said activity is not being directed by an instructor for which a special fee is being charged of others. They may also use Pinney Pool free of charge.

**SECTION XXXIII. COFFEE SERVICE**

Free coffee service will not be provided by the City. The City will offer a payroll deduction of \$2.00 per pay period for those who wish to participate in the coffee service. The City will supplement this fund for purposes of meetings and guests.

**SECTION XXXIV. 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 XXXV. GRIEVANCE PROCEDURE**

**Purpose of Grievance Procedure**

- (a) To promote improved employer-employee relations.

**MEMORANDUM OF UNDERSTANDING  
CITY OF RIDGECREST and  
RIDGECREST ASSOCIATION OF CITY EMPLOYEES**

**July 1, 1994  
through  
June 30, 1995**

(b) To provide that grievance shall be settled as near as possible to point of origin.

A "grievance" shall be defined as a misinterpretation or misapplication of the 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- Informal Grievance Procedure**

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

In incidents involving an employee group, a representative of the involved group may meet with a designated representative of the City in an informal attempt to resolve the matter. It is understood that employees covered by this MOU have the right to authorize the Association to represent them in any grievance under this provision, informal or formal.

**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 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

**MEMORANDUM OF UNDERSTANDING  
CITY OF RIDGECREST and  
RIDGECREST ASSOCIATION OF CITY EMPLOYEES**

**July 1, 1994  
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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.

**MEMORANDUM OF UNDERSTANDING  
CITY OF RIDGECREST and  
RIDGECREST ASSOCIATION OF CITY EMPLOYEES**

**July 1, 1994  
through  
June 30, 1995**

**APPROVED:**

**RIDGECREST ASSOCIATION OF CITY  
EMPLOYEES**



\_\_\_\_\_  
President Mark Lathrop



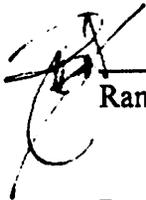
\_\_\_\_\_  
Vice President Kim Kennedy



\_\_\_\_\_  
Secretary/Treasurer Kurt Weisbrich

Dated: \_\_\_\_\_

**CITY OF RIDGECREST**



\_\_\_\_\_  
Randy Narramore, Interim City Administrator

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
CITY OF RIDGECREST and  
RIDGECREST ASSOCIATION OF CITY EMPLOYEES**

**July 1, 1994  
through  
June 30, 1995**

**EXHIBIT "A"**

**RIDGECREST ASSOCIATION OF CITY EMPLOYEES**

**1994**

|                                |     |           |
|--------------------------------|-----|-----------|
| Administrative Clerk I         | 130 | 1299-1657 |
| Administrative Clerk II        | 150 | 1432-1828 |
| Administrative Technician      | 210 | 1917-2449 |
| Assistant Planner              | 270 | 2570-3280 |
| Associate Planner              | 290 | 2834-3616 |
| Building Inspector             | 265 | 2510-3203 |
| Engineering Aide I             | 201 | 1837-2342 |
| Engineering Aide II            | 221 | 2022-2582 |
| Engineering Technician I       | 240 | 2221-2834 |
| Engineering Technician II      | 265 | 2510-3201 |
| Equipment Operator I           | 180 | 1657-2115 |
| Equipment Operator II          | 200 | 1828-2331 |
| Equipment Mechanic             | 220 | 2014-2567 |
| Garage Foreman                 | 250 | 1840-2976 |
| Gymnasium Attendant            | 130 | 1299-1657 |
| Maintenance Worker I           | 150 | 1432-1828 |
| Maintenance Worker II          | 170 | 1576-2014 |
| Nutrition Director             | 220 | 2014-2567 |
| Planning Technician            | 200 | 1828-2331 |
| Public Works Crew Leader       | 220 | 2014-2567 |
| Public Works Inspector         | 265 | 2510-3203 |
| Recreation Supervisor          | 190 | 1740-2222 |
| Secretary                      | 180 | 1657-2115 |
| Senior Engineering Aide        | 235 | 2167-2767 |
| Senior Secretary               | 200 | 1828-2331 |
| Wastewater Facilities Foreman  | 270 | 2570-3281 |
| Wastewater Operator I          | 195 | 1782-2276 |
| Wastewater Operator II         | 215 | 1966-2510 |
| Wastewater Operator Trainee    | 175 | 1618-2064 |
| Wastewater Reclamation Foreman | 270 | 2570-3281 |

**MEMORANDUM OF UNDERSTANDING  
CITY OF RIDGECREST and  
RIDGECREST ASSOCIATION OF CITY EMPLOYEES**

**July 1, 1994  
through  
June 30, 1995**

**EXHIBIT "B"**

**VACATION SCHEDULE  
FOR MEMBER OF  
RIDGECREST ASSOCIATION OF CITY EMPLOYEES**

| <u>NO. OF YEARS<br/>EMPLOYED</u> | <u>RATE OF ACCRUAL<br/>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               |

**VACATION SCHEDULE  
for members of  
RIDGECREST ASSOCIATION OF CITY EMPLOYEES**

**HIRED ON OR AFTER OCTOBER 1, 1982**

|     |      |     |
|-----|------|-----|
| 0-4 | 3.08 | 80  |
| 5-9 | 4.62 | 120 |
| 10+ | 6.16 | 160 |

# 1994-1995 City of Ridgecrest

**July 1994**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**July**

- 4 Independence Day
- 11 Flex Day Off
- 18 Furlough Day Off
- 25 Flex Day Off

**January 1995**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 |    |    |    |    |    |

**August 1994**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |    |    |    |    |

**August**

- 1 Flex Day Off
- 18 Furlough Day Off
- 22 Flex Day Off

**February 1995**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 |    |    |    |

**September**

- 3 Flex Day Off
- 13 Labor Day Observed
- 19 Flex Day Off
- 26 Furlough Day Off

**September 1994**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 |    |    |

**October**

- 3 Flex Day Off
- 10 Columbus Day (Observed)
- 17 Flex Day Off
- 24 Furlough Day Off
- 31 Flex Day Off

**March 1995**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

**November**

- 11 Veterans Day
- 14 Flex Day Off
- 24 Thanksgiving
- 25 City Holiday (RACE & PEAR only)
- 28 Flex Day Off

**October 1994**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

**December**

- 12 Flex Day Off
- 26 Flex Day Off
- 27 Christmas observed
- 28 City Holiday - RACE & MMCON only
- 29 Mandatory Furlough Day Off
- 30 Liberal Leave

**April 1995**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

**January**

- 1 New Year's Day (Observed)
- 9 Flex Day Off
- 16 Martin Luther King, Jr. (RACE Mandatory Furlough)
- 23 Flex Day Off

**November 1994**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 |    |    |

**February**

- 6 Flex Day Off
- 13 President's Day (Observed)
- 20 Flex Day Off
- 27 Furlough Day Off

**May 1995**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |    |    |    |    |

**March**

- 6 Flex Day Off
- 13 Furlough Day Off
- 20 Flex Day Off

**December 1994**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

**April**

- 3 Flex Day Off
- 10 Furlough Day Off
- 17 Flex Day Off

**June 1995**

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 |    |    |

**May**

- 1 Flex Day Off
- 8 Furlough Day Off
- 15 Flex Day Off
- 22 Memorial Day (Observed)
- 29 Flex Day Off

☆ Liberal Leave  
△ Holiday

○ Flex Day  
□ Furlough