

RESOLUTION NO. 98-84

**A RESOLUTION OF THE RIDGECREST CITY
COUNCIL ADOPTING A SUCCESSOR
MEMORANDUM OF UNDERSTANDING WITH
UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 1036**

WHEREAS, the City of Ridgecrest and UFCW Local 1036, pursuant to Government Code 3500 et seq met in good faith and reached agreement on a MOU regarding wages, hours and other terms and conditions of employment and entered into an Agreement for the term of July 1, 1998 through June 30, 2000; and

WHEREAS, the City Council desires to approve and ratify the Memorandum of Understanding.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves and ratifies the successor MOU with UFCW Local 1036.

BE IT FURTHER RESOLVED that the City Council hereby directs adjustments of certain employee's salaries as provided within the successor MOU.

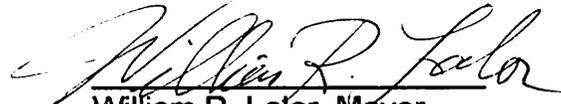
APPROVED AND ADOPTED this 16th day of September, 1998, by the following vote:

AYES: Mayor Lalor, Council Members Auld, Carter, and Morgan

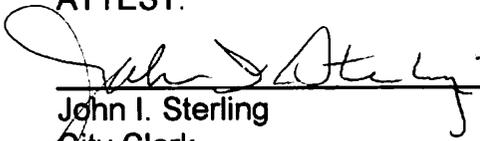
NOES:

ABSTAIN:

ABSENT:


William R. Lalor, Mayor

ATTEST:


John I. Sterling
City Clerk

MEMORANDUM OF UNDERSTANDING

between

CITY OF RIDGECREST

and

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036

TERM OF AGREEMENT:

July 1, 1998 through June 30, 2000

Ratification Date: September 16, 1998 Reso 98-84

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 United Food and Commercial Workers Local 1036, AFL-CIO (hereinafter referred to as the Union), 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 Union 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. The Union as are management, confidential and supervisory employees exclude all part-time and seasonal City employees from representation.

SECTION II. TERM OF AGREEMENT

Unless otherwise specifically provided for herein, all the terms, conditions and provisions of this Agreement shall become effective during the first full payroll period following approval of the agreement by the City Council and remain in full force until June 30, 2000 and shall apply to unit members as specified in Section I.

SECTION III. MEMBERSHIP

(a) City agrees to deduct membership dues for Union 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 Union within thirty days after collection.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

- (b) The Union agrees to hold City harmless and indemnifies 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 Union (exclusive of errors in computation made by the City).

SECTION IV. COMPLIANCE WITH RULES AND REGULATIONS

The Union 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 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.

SECTION VI. EMPLOYEE RIGHTS

- (a) The City agrees to grant official representatives of the Union 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 Union Business Representative or Steward during the working hours. It is agreed that the Steward shall be permitted to conduct a reasonable amount of Union business regarding grievances during working hours without loss of pay. The Union 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.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

- (b) Space shall be made available to the Union 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 Union 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 Union, as described in Section I hereof, without discrimination as to age, sex, marital status, religion, race, color, creed, sexual orientation, disability, national origin, Union or political affiliation.

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 and effect unless or until modified pursuant to the meet and confer process and the City's impasse resolution procedures, where applicable.

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" as said term is defined in the Personnel Rules and Policies; 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 Ridgcrest, the City continues to reserve and retain solely and exclusively all rights including but not limited to:

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

- (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, schedule hours, workdays, 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 enactment's and to require compliance therewith.

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 management's exercise of its rights shall be subject to the meet and confer process. The provisions of this paragraph shall not constitute a waiver or expansion of the Union's rights as set forth in California statutory and case law.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

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 contribution of 7.155% for all employees of the bargaining unit for the Employer's contribution to PERS. 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 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 June 30 of that year.

(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 during the first full pay period of the new fiscal year.

(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.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

- (c) The employee's overall work performance, including any disciplinary action.
- (d) The ability to take direction.
- (e) An employee's attendance record.

(D) Promotions

1. 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.
2. Employees promoted to a higher class shall be placed in a comparable step in the new range, as long as at least a 5% increase is provided by this move. The employee shall be eligible for subsequent salary step increases in accordance with the wage schedule for his new position

(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.

However, eligibility for step increases in accord with city policies and practices shall terminate at the close of business on June 30, 2000.

Merit increases for which an employee is eligible shall be retroactive to the first full payroll period commencing on or after July 1, 1998. Approval thereafter shall result in said merit increases being effective during the first payroll period following approval.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

SECTION XII. OUT OF CLASS 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 an out of class temporary position in a higher classification for a period of over forty (40) consecutive hours shall be compensated, beginning at the 1st hour, with a 5% pay increase, in recognition of extra duties performed.

SECTION XIII. 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 and holiday is attached is attached Exhibit C.

SECTION XIV. 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.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

- (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 hour 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 XV. 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 Union and City.

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.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

When a holiday falls on a day of the week that the employee is regularly scheduled to work nine (9) hours, that employee will receive nine (9) hours of holiday pay for that day and will not be required to utilize an hour of vacation leave, compensatory time off or unpaid leave to receive the full benefit of the holiday.

The employees represented by this bargaining unit shall observe the "Liberal Leave" policy for the Martin Luther King Day, the third Monday in January, by means of utilizing any accumulative leave except sick leave. (Employees having no usable leave shall be required to take Leave Without Pay).

SECTION XVI. 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 on or after October 1, 1982, and who have 5 years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 320 hours, and are entitled to a one-half of the value of their accumulated sick leave at the 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 time of termination of employment by resignation or removal from City service.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

Employees hired on or after October 1, 1982, and 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 one-half of the value of their accumulated sick leave at the time of 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 in those cases where the employee's attendance record is such that the Department Head believes verification of actual illness is appropriate, or where the Department Head believes that reasonable suspicion exists that sick leave is being abused. The determination to be made herein by the Department Head shall not be subject to administrative or civil challenge. Any required physician's certificate shall state the examining doctor's objective verification that the employee was incapacitated to the extent that performance of duties was not appropriate.

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.

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, child, sibling, step child, spouse's parent or sibling of an employee

SECTION XVII. 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

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

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.

However, eligibility for longevity increases in accord with city policies and practices shall terminate at the close of business on June 30, 2000.

Longevity increases for which an employee is eligible shall be retroactive to the first full payroll period commencing on or after July 1, 1998, if this agreement is approved by the City Council not later than September 16, 1998. Approval thereafter shall result in said longevity increases being effective during the first payroll period following approval.

SECTION XX. TUITION REIMBURSEMENT (Policy 79-3) AND INCENTIVE BONUS PLANS

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.
- (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 in the fiscal year for any one semester.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

- (d) Maximum expended per employee will be \$200.00 per fiscal year.

Educational Incentive Bonus Plans

The purpose of the Educational Incentive Bonus Plan is to encourage full-time Union employees to improve themselves through education and training on their off time and thus increase their value to the City of Ridgecrest and at the same time improve their promotability and efficiency in their chosen career within the City.

To be eligible to participate in the Bonus Plan, a member must comply with the following requirements:

- (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 Administrator, via the Department Head.
(c) All courses attended must be completed with a satisfactory record of achievement and attendance. Grade average shall be a C or above to be satisfactory. School records may be required.
(d) All time spent on class work shall be on off-duty time and shall not entail any cost to the City.
(e) Schedule of Compensation:
1. 5% of salary for any employee acquiring an A.A., or any certificate deemed by the City Administrator as pertinent/beneficial to the City of Ridgecrest.
 2. 5% of salary for any employee acquiring a B.S., B.A., M.S., M.A.
 3. 2.5% of salary for proficiency in a foreign language. That language must be demand in the community and employees must pass language proficiency test applied by personnel director.
 4. Total Education Incentive Bonus shall not exceed 10%

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

SECTION XXI. 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, compensatory time, vacation, sick leave or floating holiday. However, overtime will not be paid on the same day that paid leave time is taken.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

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.

SECTION XXII. SALARY SCHEDULE

Pursuant to Resolution 93-40, the City agrees to pick up 50%, to a maximum of 3.199% of the employees' portion of FICA for all union employees.

A 3% base salary adjustment shall be implemented in the first payroll period commencing on or after July 1, 1998.

An additional 3% base salary adjustment shall be implemented in the first payroll period commencing on or after July 1, 1999.

SECTION XXIII. SAFETY SHOE ALLOWANCE

The City of Ridgecrest will pay a safety shoe allowance of \$110.00 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 paycheck the second pay period in July.

SECTION XXIV. HEALTH BENEFITS

The City shall contribute \$450.00 per month, per employee in lieu of providing medical, dental, vision and life insurance benefits. This \$450.00 may be utilized by the employees and their dependents within the City's cafeteria (125K) plan entirely at the employee's discretion. Any additional required premium shall be contributed by the employee through authorized payroll deduction. All or any unused portions of the \$450.00 per month may be cashed out by the employee to be used at their will.

SECTION XXV. 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.

SECTION XXVI. PAYMENT FOR CALL OUT TIME

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

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 XXVII. 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 XXVIII. 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 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.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

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 and may make a copy of the material contained therein at no charge.

Purging of Personnel Files

- (a) The letters of reprimand not involving suspension or demotion may be removed from the personnel file two (2) years from date of letter. The same or similar offense causing the first letter to be inserted in the personnel folder shall, within the two year period, cause the first letter to be retained in the file until the time the second letter is to be removed. This applies to subsequent offenses as well.
- (b) When letters of reprimand set forth in Section (a) 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 than 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 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 employees by the Personnel Officer, regardless of impact to the employee. The employee shall always be afforded the opportunity to review and comment on material being purged from or added to his/her personnel file.

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 XXIX. 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 XXX. 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 XXXI. SAVINGS CLAUSE

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

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 Union agree to immediately meet and confer upon a substitute for the invalidated Article, Section or portion thereof.

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.

A "grievance" shall be defined as a misinterpretation or misapplication of the Agreement by a person who is adversely affected, or by the Union if the grievance affects that Union'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 Union 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 Union 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.

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

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 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 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.

SECTION XXXIII. CONTRACTING OUT

Subject to the provision herein, the city has the management right to contract out work performed by unit members. Absent exigent circumstances, 30-calendar days prior to issuing an RFP, which would eliminate a bargaining unit position(s), or class of employment, the City shall provide the Union a written statement of the basis for the City's decision. During said 30-calendar days; the City shall, upon request, meet with the Union to discuss the contracting out determination. Additionally, this 30-calendar day period shall, at the Union request, be utilized to conduct impact-related meet

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

and confer. Any such impact-related meet and confer process shall conclude at the close of the 30 calendar day period and shall be subject to the following expedited impasse resolution procedure: The impasse procedure to be utilized shall consist of the unresolved issues being presented by the parties to the City Council for its consideration and resolution at the first regularly scheduled Council meeting occurring after conclusion of the above 30-calendar day period. If no regular meeting is scheduled to occur within 14 calendar days of the conclusion of the 30-calendar day period, then a special meeting may be called by the Council for consideration and resolution of the issues.

If the City issues an RFP, the document will include language which encourages bidders to offer employment to displaced City employees.

In lieu of layoff of employees who would otherwise be displaced, the City may exercise the option of offering an employee an alternate position that is available and for which the employee is qualified. In such case, the employee shall receive the salary designated for said alternate classification in accord with personnel rules and regulations governing transfer between classes.

SECTION XXXIV: ONE-TIME CASH DISTRIBUTIONS

Effective during the payroll period encompassing December 15, 1998, each unit member shall be provided a one-time cash distribution in the gross amount of \$200.00. Said gross amount shall be subject to all required local, State and/or Federal withholdings.

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**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

APPROVED:

UFCW LOCAL 1036

Alan McCulley
ALAN McCULLEY, UNION REPRESENTATIVE
FOR
GEORGE L. HARTWELL, PRESIDENT

UFCW LOCAL 1036

Dated: 4/19/99

CITY OF RIDGECREST

John Sterling
John Sterling, Acting City Administrator

Dated: 4/22/99

**MEMORANDUM OF UNDERSTANDING
CITY OF RIDGECREST and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

EXHIBIT "A"

AS OF JULY 1995

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
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
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1036**

**July 1, 1998
through
June 30, 2000**

EXHIBIT "B"

**VACATION SCHEDULE
FOR MEMBER OF LOCAL 1036**

<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

**VACATION SCHEDULE
for members of
RIDGECREST UNION OF CITY EMPLOYEES
HIRED ON OR AFTER OCTOBER 1, 1982**

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