



MEMORANDUM OF UNDERSTANDING

**CITY OF ESCONDIDO
MAINTENANCE AND OPERATIONS BARGAINING UNIT
TEAMSTERS LOCAL 911
July 1, 2011 – June 30, 2013**

TABLE OF CONTENTS

ARTICLE I	Preamble	1
ARTICLE II	Ratification Procedure	1
ARTICLE III	Term.....	1
ARTICLE IV	Compensation Policy	2
	Wages	2
	Mechanic Salary Progression.....	4
	Salary Calculations	5
	Pay Periods	5
	Overtime/Compensatory Time.....	5
	Out-of-Class Compensation.....	7
	Shift Differential	8
	Rincon Power Plant Relief Operator Compensation	8
	Safety Shoe Allowance.....	9
	Safety Shoe Replacement	9
	Tool Maintenance Allowance.....	10
	Bilingual Pay.....	10
	Tree Trimmer Specialty Pay	10
	Wastewater Plant Relief Operator Compensation	11
	Specialty Pay (Crew Leader)	11
	Training Differential	11
	Wastewater Plant Operator Certification Pay	11
	Confined Space Entry Team	12
	Wastewater Treatment Plant Duty Operator Pay.....	12
	Wastewater Collections Technician.....	12
	Water Treatment Plant Operator Specialty Pay	12
	Water Treatment Plant Duty Operator Pay.....	13
	Water Distribution Technician.....	13
	Control Systems Technician/Plant Systems Technician.....	13
	Mechanic.....	14
	Emergency/Unscheduled Overtime Duty Meal Compensation...	14
	Welder Pay.....	15
	Water Service Representative.....	15
ARTICLE V	Ad Hoc Committee to Study Certification Pay.....	15
ARTICLE VI	Employee Benefits Program	16
	Health Insurance.....	16
	Dental Insurance	18
	Workers' Compensation	19
	FMLA/CFRA Disability Leaves.....	19

	Life Insurance	20
	Lifecare	20
	California Public Employees' Retirement System (CalPERS)	21
	Reimbursement Account.....	22
	Uniforms	23
	401(k).....	24
ARTICLE VII	Standby Policy	24
	Definition	24
	Standby Policy Committee	24
	Standby Pay	24
	Telephonic Call Back.....	25
	Callback Standby Overtime	25
ARTICLE VIII	Tuition Policy	26
ARTICLE IX	Vacation	28
	Annual Vacation Leave	28
	Earned Vacation.....	28
	Vacation Periods	29
ARTICLE X	Sick Leave.....	29
	Personal Use	29
	Sick Leave Conversion	30
	Family Leave	31
	Termination.....	31
	Illness During Authorized Vacation	31
ARTICLE XI	Holidays	32
	Holidays Observed.....	32
ARTICLE XII	Military Leave/FMLA Military Leave	33
	Compensation	34
ARTICLE XIII	Leave of Absence without Pay	34
ARTICLE XIV	Maternity/Paternity Leave/FMLA/CFRA.....	35
ARTICLE XV	Jury and Witness Leave	36
	Jury Duty.....	36
	Witness Leave	37
ARTICLE XVI	Attendance	37
	Hours of Work	38
	Length of Probationary Period.....	38
	Alternate Work Schedule.....	38
	Rest Periods	39

	Absenteeism.....	39
ARTICLE XVII	Americans with Disability Act (ADA).....	39
ARTICLE XVIII	Drug-Free Workplace	40
ARTICLE XIX	Payment for Certification and Licensure Fees.....	40
ARTICLE XX	Seniority Provisions	41
	Definition	41
	Leave Preference.....	41
	Layoff Procedure	41
	Implementation of Agency Shop	42
ARTICLE XXI	Grievance Procedures	42
	Definitions	43
	General Provisions	44
	Representation Rights	45
	Complaint Procedure	46
	Grievance Procedure.....	48
	General Grievances.....	50
ARTICLE XXII	Disciplinary Procedures	52
ARTICLE XXIII	Bargaining Unit.....	52
	Payroll Deduction	52
	Release Time.....	52
	Bulletin Boards	53
	Access to Work Locations	53
	Employee Rights.....	54
ARTICLE XXIV	Management Rights.....	54
	General Rights	54
	Newsbriefs	55
ARTICLE XXV	Personnel Rules and Regulations Review Committee.....	55
ARTICLE XXVI	MOU Reopeners.....	55
ARTICLE XXVII	Other Terms	56
EXHIBIT A	Salary Schedule.....	Ex. "A"
EXHIBIT B	Implementation of Agency Shop	Ex. "B"
EXHIBIT C	Challenge to Personnel Board of Review	Ex. "C"

2011 – 2013
MEMORANDUM OF UNDERSTANDING
TEAMSTERS LOCAL 911
MAINTENANCE AND OPERATIONS UNIT

ARTICLE I **PREAMBLE**

It is the purpose of this memorandum to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered by this memorandum; to provide a document setting forth the understanding of the parties reached by meeting and conferring in good faith on wages, hours, and other terms and conditions of employment of the employees covered under this memorandum. Except as specifically amended by this memorandum, the City's Administrative Personnel Rules and Regulations remain in full force and effect.

ARTICLE II **RATIFICATION PROCEDURE**

This is the joint recommendation on salaries, benefits, and working conditions of the bargaining representatives of the City of Escondido and the Teamsters Local 911 Maintenance and Operations Unit. When ratified by the members of the Teamsters Local 911 Maintenance and Operations Unit, and approved by the Escondido City Council, this document shall be the Memorandum of Understanding between the City and the Unit for the term set forth herein.

ARTICLE III **TERM**

This Memorandum is a statement of the terms and conditions of employment for the Teamsters Local 911 Maintenance and Operations Unit, including salaries, benefits, and hours of work for the period July 1, **2011**, through and inclusive of June 30, **2013**. Salary and benefit modifications are effective on the dates specified.

ARTICLE IV COMPENSATION POLICY

Section 1 Wages

Step Increases:

Effective January 11, 2009, all step increases shall be suspended where eligibility for the increase occurs on or after January 11, 2009, and will remain until terminated.

Effective pay period closest to July 1, 2012, one salary step will be implemented for employees who currently have frozen salary steps. The unfreezing of one frozen five percent (5%) salary step will not affect the employees' anniversary or service dates. All subsequent step increases will remain frozen for the term of the agreement.

Salary Range Increases:

Effective June 26, 2011 (pay period ending July 9, 2011), the salary range for all represented classifications shall be increased by four percent (4%). This salary increase is concurrent with the employee payment of the entire eight percent (8%) normal member contribution required to be paid by a CalPERS member on a pre-tax basis.

Effective pay period closest to January 1, 2013, the salary range for all represented classifications shall be increased by one percent (1%).

Certification Pay:

Effective January 11, 2009, all new certification pay shall be suspended where eligibility for the certification occurs on or after January 11, 2009, and will remain until terminated. The amount of compensation (if any) being received prior to January 11, 2009, shall not be affected.

Classification Progressions:

Effective January 11, 2009, all class progressions shall be suspended where eligibility for the progression occurs on or after January 11, 2009, and will remain until terminated.

Equity Pay Adjustment for Control Systems Technicians:

Effective July 1, 2002:

Control Systems Technician compensation will be set at Step 4 of the current CST salary range as defined in the classification study. Incumbents will progress to Step 5 upon certification as a Grade III Maintenance and Electrical/Instrumentation Technologist as designated by the California Water Environment Association (CWEA).

Salary increases shall be effective on the first day of the pay period closest to the above stated date. The salary schedule in effect for the term of this agreement is shown on Exhibit "A."

Self-Directed Furlough Program (SDFP):

The SDFP allows for a flexible furlough program for City of Escondido employees whose work sites are away from City Hall. Employees will be given personal discretion in the use of the SDFP time with management approval. City Hall will continue to recognize alternate Fridays as mandatory furlough days.

Effective pay period ending September 4, 2010:

Maintenance and Operations Employees' pay will be reduced by 4.36%, each pay period on a pre-tax basis.

Effective June 26, 2011 (pay period ending July 9, 2011), all furlough hours will be calculated on a pay-period basis and deposited into the employees' Self-Directed Furlough Bank. All other provisions within this Article will remain as previously outlined. The accrual rate will be 2.144 hours per pay period. The total annual furlough hours are 55.74. The furlough hours will be carried in a Furlough Time Bank that will exist for 24 months (through June 30, 2015) beyond the conclusion of the furlough program. Employees will receive no cash value for leave credits accrued under the furlough program.

Effective pay period ending September 4, 2010, the City will recognize SDFP time as time worked for the purpose of calculating overtime as stated under Article IV, Compensation Policy, Section 5D.

The leave may be used in a manner similar to vacation assignment (Article IX, Section 3A).

The SDFP will not negatively impact employer-paid benefits, leave accruals or seniority.

CalPERS service credit is not expected to be affected by the furlough schedule as long as the employee works a minimum of 1,720 hours in a work year. Employees retiring during this agreement year may experience a de minimus impact on EPMC credit.

Should an employee work on a furlough day, they will receive pay for such time worked; the employee will be required to reschedule the furlough day.

Section 2 Mechanic Salary Progression

Effective January 11, 2009, all class progressions shall be suspended where eligibility for the progression occurs on or after January 11, 2009, and will remain until terminated.

Upon successful completion of requirements, as set forth by the Department Head, incumbent mechanics will progress within their classification.

City agrees to reimburse incumbents the cost for certifications for mechanics, upon successful completion of the certification. New employees will pay costs for initial examination. The City will pay certification renewal costs for all employees.

Tuition reimbursement will be provided for these vocational mechanic courses upon approval of the Department Head and Human Resources Director.

Section 3 Salary Calculations

Salary calculations shall be based on 2,080 work hours a year. The current biweekly schedule shall continue to be in effect.

Section 4 Pay Periods

The current biweekly schedule shall continue to be in effect.

Section 5 Overtime/Compensatory Time

- A. Eligibility - All classified miscellaneous employees shall be entitled to overtime as described below, except for exempt employees.
- B. Exempt Employees - An exempt employee is an employee whose duties except them from overtime as defined by the Fair Labor Standards Act of 1939 as amended. Such employees shall be entitled to compensatory time on a straight-time basis with a maximum balance not to exceed 80 hours and/or overtime compensation at the rate of time and one-half when responding to emergency callback situations as defined in paragraph G of this section. Eligibility for overtime compensation shall be only for callback overtime.
- C. Overtime-General - All eligible employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including any special pay which is a part of their regular rate (e.g., shift premium) in accordance with paragraphs D, E, and F below; provided, however, exempt employees may opt for compensatory time off in accordance with the provisions of paragraph H.
- D. Overtime-Hours - Overtime shall be paid after eight hours worked in a day, unless the regular workday is in excess of eight hours, or 40 hours worked in a week, and exclusive of meal time. Upon supervisory approval, employees may flex their work schedule within the same work week in order to remain within a 40 hour work week.

Effective pay period ending September 4, 2010. The City will recognize SDFP time as time worked for the purpose of calculating overtime.

- E. Overtime-Hours Worked - Holidays, vacation and sick leave shall constitute hours worked for the purpose of computing overtime.
- F. Overtime-Record Keeping - Overtime shall be recorded and paid on the basis of 15 minute increments; such that for each full 15 minute period worked, the employee shall be compensated for one-quarter hour of overtime. Overtime, when reported for either compensatory time off or for payment, shall not be claimed for periods of less than one-quarter hour.
- G. Overtime-Callback - A minimum of three hours pay at the rate of time and one-half shall be paid for each incident of callback overtime for all eligible employees. Callback overtime is unscheduled overtime as opposed to early start or extended day. Holidays, Saturdays, and Sundays within a regularly scheduled work week, and/or attendance at regularly scheduled meetings and other activities such as City Council meetings, Planning Commission meetings, etc., shall not be considered callback overtime. Overtime, other than callback overtime, when worked, will be compensated either by time and one-half compensatory time off or time and one-half pay as set forth herein. All overtime must be requested by the supervisor and approved by the Department Head.
- H. Compensatory Time Off - At the employee's option, overtime may be compensated by time off at the rate of time and one-half the hours worked. The compensatory time off is subject to the needs of the service and may not be taken without prior approval by the employee's supervisor on an approved form, nor shall it be taken in increments of less than one-quarter hour. Compensatory time balances shall not exceed 80 hours but may be maintained on an indefinite basis. When the maximum balance is reached, cash payment for overtime will be automatic.

- I. Overtime-Holidays - Employees who work such a holiday shall receive compensation as follows:
 - 1. Time and one-half pay for time worked, and, at the employee's option:
 - a. Compensatory time off on a straight-time basis subject to the needs of the service and the prior approval of the employee's supervisor; or
 - b. Straight-time pay for time worked.
- J. Compensatory Time Payoff - There shall be an opportunity for a cash payoff of all or a portion of accrued compensatory time at the request and discretion of the employee on the first payday in October.
- K. Floating Holiday Payoff - There shall be an opportunity for a cash payoff of all or a portion of accrued Floating Holiday hours credited to employees for working on designated holidays. Such payoff shall be at the request and discretion of the employee and shall be paid on the first payday in the month of October each year.

Section 6 Out-of-Class Compensation

An out-of-class assignment is a temporary assignment of a regular employee to an authorized classification at a higher level of pay which requires the employee to perform the duties of the higher classification. Employees directed to continuously perform the duties in a vacant higher level classification shall be entitled to a salary rate increase at five percent (5%) above their regular rate of pay, or the minimum salary of the out-of-class classification, whichever is greater, commencing after five consecutive work days in the out-of-class assignment, and for a period of no longer than six months at any one time. Compensation will be retroactive to the first day of the out-of-class assignment.

Once the initial out-of-class assignment terminates, the five consecutive work-day waiting period will be waived for any additional out-of-class assignments that occur within six months provided that the employee is working in the same out-of-class classification regardless of work area assignment.

Section 7 Shift Differential

- A. Shift differential shall be paid only if one-half of the shift plus one-half hour is worked after 6:00 p.m. or before 7:00 a.m. Effective July 1, 2004, the shift differential will be \$1.50 per hour for shift work performed within the current criteria.

- B. Notwithstanding paragraph "A" above, Water Treatment Plant Operator classification shall be compensated in accord with the following schedule:
 - 1. For shifts worked from 12:00 a.m. (midnight) to 12:00 p.m. (noon) and for shifts worked from 12:00 p.m. (noon) to 12:00 a.m. (midnight), shift differential shall be paid for the entire shift.

 - 2. Notwithstanding the conditions for payment of shift differential set forth in Section 6 of this Article, nothing shall abridge the City's rights to modify work schedules in accord with the provisions of law, ordinance, rule or regulation, or other written agreements.

Section 8 Rincon Power Plant Relief Operator Compensation

- A. Relief Operators will be housed in a City-owned facility at the Rincon Power Plant site. The duty schedule for a Relief Operator will begin at 8:00 a.m. on Sunday of the relief week and conclude at 8:00 a.m. on Friday. Relief Operators may be required to adjust their work week (reschedule a Dark Friday) dependent upon the week in which they are assigned the relief duty.

The normal workday for the Relief Operator is from 8:00 a.m. until 10:00 p.m. Unpaid meal breaks during the workday are authorized for 30 minutes each (noon meal and dinnertime).

Overtime during the Relief Operator work schedule consists of the following:

Sunday:	4 hours
Monday, Tuesday and Wednesday:	5.5 hours
Thursday:	6.5 hours
Friday:	1.5 hours

- B. An unpaid sleep period is authorized during each 24-hour work period; such sleep period shall extend from 10:00 p.m. until 6:00 a.m. If a response to an alarm is required during the sleep period, Relief Operators will be compensated for overtime as follows:
1. If interruption occurs three hours or less into the sleep period or within three hours or less of the end of the sleep period, the overtime will be paid for three hours at time and one-half.
 2. If interruption occurs after three hours but before five hours has elapsed into the sleep period, the overtime will be paid for all eight hours at time and one-half.

Section 9 Safety Shoe Allowance

Safety shoe allowance for all represented classifications shall be \$150.00 annually (effective July 1, 1997).

Section 10 Safety Shoe Replacement

Effective July 1, 2008, the replacement of lost or damaged footwear prior to the completion of the employee's one year shoe allowance period may be reimbursed if the employee can show reasonable cause for such loss or damage, and provided that the footwear to be replaced

complies with the American Society for Testing and Materials (ASTM) safety standards. All premature, unusual wear or damage must be reported to the Safety Office Representative and supervisor immediately. The Safety Office Representative, in conjunction with the supervisor, will assess the shoe condition and, if warranted, will approve a reimbursement for replacement. The employee will need to supply a receipt of purchase to the Safety Office Representative to obtain reimbursement of a maximum of \$150. If footwear is replaced within three months prior to the employee's anniversary date, the employee will not be eligible for their \$150 Safety Shoe Annual Allowance until the next anniversary date. The employee will continue to be eligible for replacement of footwear due to unusual wear and tear under the policy. A Policy regarding Safety Shoe Replacement will be developed for implementation on July 1, 2008.

Section 11 Tool Maintenance Allowance

Effective July 1, 2008, Tool Maintenance Allowance shall be \$800 per year for all Lead Mechanics and Equipment Mechanics and \$400.00 per year to all Equipment Service Workers.

Section 12 Bilingual Pay

The City agrees to pay \$50.00 per pay period for verbal bilingual skills. An additional \$25.00 per pay period shall be granted for written bilingual skills. The City reserves the right to establish eligible languages and the criteria for eligibility for the skill pay and shall verify through testing procedures developed by the City that employees are eligible and qualified. Verbal and written bilingual skill pay will be awarded based upon an established need as approved by the Department Head.

Section 13 Tree Trimmer Specialty Pay

Maintenance Technician I and II will be eligible for an additional \$0.98 per hour when assigned as a lead tree trimmer for either eight or more consecutive hours. This specialty pay will not be granted during leave time such as sick leave, compensatory time off, or vacation.

Section 14 Wastewater Plant Relief Operator Compensation

City agrees to a stipend of \$0.97 per hour for Wastewater Treatment Plant Operators during the time they actually work as a Relief Operator and experience a work schedule change.

Section 15 Specialty Pay (Crew Leader)

City agrees to a stipend of \$0.97 per hour for Crew Leader pay, for Maintenance Technician II or equivalent who are designated as a Lead Maintenance Technician crew leader or equivalent, as assigned by a supervisor.

Effective pay period ending September 4, 2010, employees assigned as a crew leader for a minimum of five (5) hours will receive Crew Leader pay for the full shift they are at work, excluding any leave time. If the crew leader assignment is less than five (5) hours, the employee will only be compensated for the actual time worked as a crew leader.

Section 16 Training Differential

City agrees to a stipend of \$0.97 per hour for employees designated as Trainers by the Maintenance and Operations Division for the time they are assigned training duties. Training differential will be compensated as a minimum of four hours or actual time assigned training duties within a workday. In order to remain eligible for such compensation, Designated Trainers will be required to maintain overall satisfactory job performance.

Section 17 Wastewater Plant Operator Certification Pay

City agrees to provide a stipend of 5% per hour for Operator IIs that hold a State of California Grade III certification or above.

Section 18 Confined Space Entry Team

The City proposes the implementation of two Confined Space Entry Teams (Collections and HARRF) to be composed of varied classifications represented by Local 911. Eligible classifications will have current and continuing work experience and skills in the Wastewater Collections and HARRF Divisions. Team members, upon successful completion of training, will receive a differential of \$.83 per hour for all hours worked. While assigned to the team, and to continue receiving the stipend, team members must maintain satisfactory job performance in their normal work assignment as well as continue to meet all requirements of the Confined Space Entry Team.

Section 19 Wastewater Treatment Plant Duty Operator Pay

For the term of this agreement, Wastewater Treatment Plant Operator IIs (with a State of California Grade III Certification or higher), or Wastewater Treatment Plant Operator IIIs, assigned as the Duty Operator will receive a stipend of \$1.34 per hour for all hours worked as Duty Operator.

Section 20 Wastewater Collections Technician

Certification pay of 5% for Collections personnel shall be based on certification by the California Water Environment Association (CWEA) for certification held above the level required for the employee classification for duties related to the incumbent classification.

Section 21 Water Treatment Plant Operator Specialty Pay

Effective first full pay period in September 2002, the City agrees to provide:

Specialty pay of 5% for Water Treatment Plant Operators holding a State of California certification above the level required for their current classification.

Specialty pay of 3% for those Water Treatment Plant Operators holding the Water Technology Education Certification as of the ratification of this MOU.

Section 22 Water Treatment Plant Duty Operator Pay

Effective July 2, 2006, and for the term of this agreement, Water Treatment Plant Operators assigned as the Duty Operator will receive a stipend of \$1.73 per hour (based on 5% above Water Treatment Plant Operator III, Step 5), for all hours worked as Duty Operator. This pay applies to any Water Treatment Plant Operator that is qualified to serve as the Duty Operator.

Section 23 Water Distribution Technician

The City agrees to provide specialty pay of 5% for Water Distribution Technicians holding a State of California certification above the level required for their current classification (effective first full pay period in September 2002).

The City agrees to provide certification pay for Cross Connection and Backflow Prevention classifications for Water Distribution personnel holding a State of California “D” certification above that required for the incumbent position.

Section 24 Control Systems Technician / Plant Systems Technician

The City agrees to provide specialty pay of 5% for Control Systems Technicians and Plant Systems Technicians that hold a State of California certification as a Water Plant or Wastewater Plant Operator II (effective first full pay period in September 2002).

Effective pay period ending September 4, 2010, the City agrees to provide specialty pay of 5% for Control Systems Technicians and Plant Systems Technicians holding a State of California certification above the level required for their current classification.

Maximum specialty pay provided to Control Systems Technicians and Plant Systems Technicians is limited to 5% regardless of certifications held by the employee.

Section 25 Mechanic

The City agrees to provide certification pay of 5% for Mechanic II personnel who receive State of California Fire Mechanic II certification; this certification pay is open to all Mechanic II personnel. Management will undertake an equitable effort to ensure all eligible personnel have the opportunity to participate in the training with due consideration for availability of training budget funds and Motive Division workload. Considering that certification as a State Fire Mechanic provides skills that apply to a wide variety of the City's motive equipment, such certification will not result in employee work assignments restricted to Fire Apparatus only.

The City agrees to provide certification pay for Mechanic II personnel who obtain the State of California Smog Certification.

For the Fire Mechanic Certification and the Smog Certification, an employee is eligible for only one level of certification pay.

Section 26 Emergency/Unscheduled Overtime Duty Meal Compensation

Effective July 1, 2008, employees assigned to emergency or unscheduled overtime have the option to receive a meal paid by the City if the actual time worked is a minimum of two hours, and the actual time worked during the overtime work period takes place in the course of normal meal times. Meals will be provided at City designated restaurants. Employees who meet the criteria have the option to be provided with a paid meal not to exceed the following dollar amounts, including tax and gratuity:

- Breakfast - \$15.00
- Lunch - \$15.00
- Dinner - \$35.00

Employees choosing a meal which costs more than the designated meal allowance shall pay the difference between the allowance and the cost of the meal, and shall submit an individual receipt to their supervisor on the following work day. Refer to the Emergency/Unscheduled Overtime Duty Meal Compensation Policy for more information.

Section 27 Welder Pay

Effective pay period ending September 4, 2010, The City will establish a welding test to fill two (2) welder pay positions – one within the Water Division and one within the Collections Division of the Utilities Department. The City agrees to a stipend of \$250 per month for Welder Pay. The City will continue to contract for services, as appropriate, in order to augment the welding requirements of the City.

Section 28 Water Service Representative

Effective June 26, 2011, the City agrees to provide specialty pay of five percent (5%) for Water Service Representatives holding a State of California certification above the level required for their current classification. As new certification pay is frozen during the term of this MOU, the incumbent would only be eligible for this specialty pay at the time in which certification pay is reinstated.

ARTICLE V AD HOC COMMITTEE TO STUDY CERTIFICATION PAY

The City will form an ad hoc committee to study certification opportunities for the building and mechanical trades represented by the Bargaining Unit. The committee will be comprised of union representation (President, Chief Steward and a Building/Mechanical Trades Steward) and City Management representation (Maintenance and Operations Management and Human Resources). The committee will develop recommendations incorporating possible certification criteria utilizing local community college or vocational school course work and also consider criteria possibly available through trade associations. The committee will complete its

assessment and recommend certification criteria within 180 days. The implementation of recommended criteria will be the subject of meet and confer between the Bargaining Unit and the City.

ARTICLE VI **EMPLOYEE BENEFITS PROGRAM**

Section 1 Health Insurance

A. Health Insurance Committee

While this memorandum is in force, the Teamsters Local 911 Maintenance and Operations Unit and the City agree to delegate to the Health Insurance Committee (HIC) the task of recommending to the City Council the health insurance options that will be made available to City employees.

The Teamsters Local 911 Maintenance and Operations Unit and the City agree, in good faith, to make every possible attempt to provide a health plan cost which is beneficial to all employees and their dependents. The City Council may overrule and will not be bound by the recommendation of the HIC.

Membership of the HIC, is set forth as follows:

Each bargaining unit with at least 25 or more eligible employees shall have one representative on the committee. The City's unclassified group shall provide a number of representatives equal to the total number of representatives provided by all the bargaining units.

B. Health Insurance

The Health Insurance Committee (HIC) will commence its annual review of medical and dental insurance plans and the related designs of the various plans available to employees. Consistent with the MOU, the HIC may consider changes in health and dental plan design

that may increase the cost to covered employees in such areas as doctor visit co-pays, prescription co-pays, etc. **throughout the term of this agreement.**

The current rates, beginning January 1, 2011:

<u>Kaiser:</u>	<u>City</u>	<u>Employee</u>
Employee Only	\$349.48	\$14.34 per month
Employee + One	\$698.96	\$28.68 per month
Family Coverage	\$986.59	\$43.02 per month

<u>Blue Cross:</u>	<u>City</u>	<u>Employee</u>
Employee Only	\$349.48	\$116.32 per month
Employee + One	\$698.96	\$279.22 per month
Family Coverage	\$986.59	\$410.82 per month

Employees choosing a more costly level of medical coverage will participate at the above rates, and also pay the differential cost for the more expensive premium level.

For the **2012 calendar year**, employee participation toward medical coverage will include the proportional percentage change in premium each “premium year” for the lowest cost medical plan after changes in Plan Design by the HIC and approval by the City Council.

For the 2013 calendar year, any premium increase over the January 1, 2012 rates will be shared 50/50 between the Union and the City for the lowest cost medical plan. If a rate increase is realized for the January 1, 2013 rates, the premium cost-share increase will be added to the employees’ 2012 insurance contribution.

The City reserves the right to document, to the City's satisfaction, the status of each employee.

C. Health Insurance Premium Deductions

The City will reserve the right to deduct health insurance premiums 24 times a year.

D. Dual Health Insurance Coverage

The City presently purchases health insurance on behalf of employees at various levels (employee, employee plus one, family). If an employee waives coverage at any level, a savings results. To recognize the savings, the City and bargaining unit agree to rebate to the employee the amount of \$75.00 per month (if a City employee is the spouse/partner and receives a flexible benefit, the rebate does not apply).

The employee is eligible to enroll in the rebate program at any time during the year. The first rebate will be paid within 30 days of when the employee provides proof of alternative coverage to Benefits Division staff with the completed enrollment/waiver form. Once coverage is waived, employees cannot drop the rebate and re-enroll in the health plan unless allowed by law.

By waiving coverage, the employee and/or spouse/partner acknowledges in writing that they will not be able to add the deleted persons until open enrollment.

Effective January 11, 2009, when both spouses/domestic partners are City employees, only one spouse/domestic partner will receive the \$75.00 monthly waiver benefit; and if they are subscribers to the highest cost provider, they will be required to pay the higher rate.

E. Domestic Partner Benefits

Consistent with Federal and/or State Law, the City will provide Domestic Partner benefits effective January 1, 2005.

Section 2 Dental Insurance

The City agrees to pay the full cost of the employee-only dental insurance coverage for the **2011 and 2012 calendar year**. Employees may opt to purchase dependent dental insurance coverage through payroll deduction.

Effective January 1, 2013, any premium increase over the 2012 employee-only dental coverage rates will be shared 50/50 between Teamsters and the City. If a rate increase is realized for the January 1, 2013 rates, the premium cost-share increase will be added to the employees' 2012 insurance contribution. Employees may opt to purchase dependent dental insurance through payroll deduction.

Section 3 Workers' Compensation

Employees in a Workers' Compensation status may select additional benefits to be paid from employee's accrued leaves, consistent with disability benefits for employees in a non-industrial disability status.

Section 4 FMLA/CFRA Disability Leaves

Short Term and Long Term disability insurance premiums shall be deducted from salary.

Coordinated benefits for non-work related disabilities will take place under the following administrative guidelines effective the first pay date in January 2003.

- Employees will be provided Family and Medical Leave according to the Federal and State provisions.
- Employees will be required to accept disability benefits upon determination of eligibility.
- The City will make every possible effort to provide light duty assignments for employees in a disability status. Employees in a work-related disability status will have priority for light-duty assignments. Administrative Directive #26 defines City policy relative to light duty assignments.
- Short-term Disability insurance will be coordinated with Long-term Disability coverage.

- Employees will continue to accrue vacation, sick leave and holiday pay during the twelve-week FMLA/CFRA period and for three months thereafter. Vacation, sick leave and holiday compensation will cease to accrue after the six-month period.
- Employees may supplement disability insurance benefits with accrued benefits up to either 80% or 100% of regular payroll during the short-term disability period (twelve weeks). The level of supplementation cannot be changed during the short-term disability period.
- Upon receiving long-term disability benefits, the employee may choose to supplement disability benefits with accrued benefit up to 80% or 100% of regular payroll. During the long-term disability period, the employee may not change their level of supplementation of payroll.
- Medical, Dental, Life and Dependent Life insurances will be paid by the City for a period not-to-exceed nine months after the twelve-week FMLA/CFRA period has elapsed (total of twelve months).

Exceptions to this policy will be considered on a case-by-case basis by the City Manager.

Section 5 Life Insurance

The City agrees to provide term life insurance coverage in the amount of \$50,000 for employee-only coverage. Dependent coverage shall remain unchanged from that in effect on the date of this Memorandum of Understanding. Employees may opt to purchase universal group term life insurance benefits for employees and dependents through payroll deduction.

Section 6 LifeCare

Effective January 1, 2005, the City will implement and pay for the LifeCare benefit. Information regarding this benefit can be obtained from the Benefits Division of the Human Resources Department. Effective January 11, 2009 this benefit shall be removed.

Section 7 California Public Employees' Retirement System (CalPERS)

The City's goal is to retain and recruit well-qualified members for the City Team. Therefore, the City implemented changes to employee retirement benefits over several contracts. The currently negotiated CalPERS benefits are:

Current Bargaining Unit Employees:

- The City implemented the CalPERS 3% at 60 level of benefit effective July 1, 2007.
- **The City and the Teamsters Maintenance and Operations Bargaining Unit agree that effective June 26, 2011 (pay period ending July 9, 2011), current Maintenance and Operations Bargaining Unit employees will make 100% of the statutory employee contribution to CalPERS, which will be applied to the Employees' Contribution and is currently eight percent (8.0%). The City will cease paying and reporting the value of the seven percent (7.0%) Employer paid Member Contribution (EPMC). These contributions will be on a pre-tax basis.**
- The City agreed to provide CalPERS Section 21548 – Pre-Retirement Optional Settlement 2 Death Benefit, effective November 12, 2000.
- Effective January 1, 1998, the City shall provide Fourth Tier 1959 Survivor's Benefit through Public Employees' Retirement System (CalPERS).
- Effective July 12, 1998, the City will provide the CalPERS Section 21024 benefit, Military Service Credit as Public Service.
- Effective July 12, 1998, the City will provide the CalPERS Section 20965 benefit, Credit for Unused Sick Leave.

- Effective July 11, 1999, the City will provide the CalPERS Section 20042 benefit, One-Year Final Compensation.

Future Bargaining Unit Employees:

The City and the Teamsters Maintenance and Operations Bargaining Unit agree to implement a second tier retirement system under Government Code Section 20475, for newly hired employees. This second tier will be activated as soon as administratively possible after all Miscellaneous employee groups have completed the meet-and-confer process on this subject. The following will be applicable to the second tier:

- **The City will provide Section 21353, the CalPERS 2% @ 60 retirement benefit.**
- **Employees make 100% of the statutory employee contribution to CalPERS, currently 7.0%.**
- **There will be no final-year concession of said payments to compensation for CalPERS benefit calculation purposes (“EPMC”).**
- **The City will provide 36 highest paid consecutive months for determining the average monthly pay rate.**

Section 8 **Reimbursement Account**

The Teamsters Local 911 Maintenance and Operations Unit is eligible to participate in the reimbursement portion of the Section 125 Plan effective November 1, 1991. The members of this unit may elect, by payroll deduction, pre-tax money to be set aside in the health care reimbursement account and/or the dependent day care reimbursement account. Pre-tax health insurance premium payments will be established by negative declaration, effective January 1, 1993.

Section 9 Uniforms

- A. The City agrees to pay full-time Park Ranger I and II employees an annual uniform allowance based upon evidence of purchase submitted. . Effective July 1, 2008, annual uniform allowance shall be \$650. The City agrees to provide, in addition to the annual uniform allowance, reimbursement for an authorized jacket for each new park ranger upon proof of purchase and a replacement jacket upon proof of purchase, as approved at Department Head discretion.

- B. Effective July 1, 1990, the City agrees to provide uniform service for seven clean uniforms per week for all maintenance employees required to wear a uniform as deemed appropriate for the health and safety of the employee.

- C. Safety Jackets - As part of required safety equipment, the City will provide all unit members a safety jacket which is required wear during all cold-weather periods. Wearing of the jacket will be at the discretion of the employee, however, the specified jacket will be the only cold-weather jacket allowed to be worn while on duty. The implementation of this measure will be undertaken with the participation of a committee composed of management and Local 911 representatives.

- D. Uniform Work Shirts – The City will provide up to seven tee-shirts per employee per year. Design, logo and color will be agreed upon by Teamsters Local 911 and the City. Employees are expected to always appear for work in a neat, clean and tear-free shirt.

- E. Safety Glass Policy – The City and the Teamsters Local 911 Maintenance and Operations Unit agree to a Safety Glass Policy with criteria for classifications requiring eye protection and a maximum cost cap of \$350 bi-annually not including the cost of polarized, anti-reflective, or transitional lenses.

Section 10 401(k)

The City will provide availability of a 401(k) plan to employees.

Effective January 11, 2009, all City contributions to employee 401(k) accounts shall be suspended and remain until terminated.

Effective July 1, 2000, the City shall contribute \$100 per month on behalf of each bargaining unit employee. Effective July 1, 2008, the City shall contribute \$150 per month on behalf of each bargaining unit employee; such contributions will be made twice monthly.

ARTICLE VII **STANDBY POLICY**

Section 1 Definition

Standby is defined as that period of time outside the normal scheduled work shift, in which the employee is required to be within immediate reach for contact by phone, pager or radio and be ready to report for work without delay to perform emergency services. Standby duty shall not count as time worked for purposes of computing overtime.

Section 2 Standby Policy Committee

The City and the Teamsters Local 911 Maintenance and Operations Unit agree to maintain the existing Standby Policy Committee negotiated and agreed upon by both parties.

Section 3 Standby Pay

- A. Effective November 24, 2002, each employee who serves on a seven day standby duty shall receive \$200.00 compensation for each entire seven day standby assignment.
- B. Applicable standby compensation will be paid on the first pay period following the end of a tour of standby duty served.

- C. In the event of an emergency substitution, the person substituting will be compensated at 1/128th of the weekly figure, on an hour-for-hour basis of standby duty served. The total amount paid for substitution personnel will be deducted from the total weekly compensation of the individual assigned the seven day tour of duty.
- D. If a designated holiday occurs during the seven day tour of standby duty, the employee will be eligible for an additional \$50.00 of compensation for each designated holiday served during that tour of duty (effective November 24, 2002).

Effective pay period ending September 4, 2010: When a holiday falls on a Wednesday, the Standby employees who are trading out a standby vehicle shall both receive a minimum three (3) hours overtime and the Standby Holiday Pay of \$50.00.

Section 4 Telephonic Call Back

The City will implement telephonic response compensation through which employees, on standby duty, and when contacted by Emergency Dispatch or by an employee called-back as an Emergency Responder, will be compensated with overtime pay in increments of 15 minutes when contacted to provide verbal guidance to the emergency call-back circumstance.

Section 5 Callback Standby Overtime

- A. Effective July 1, 1995, employees will be paid a three-hour minimum at the rate of time and one-half for each emergency callback responded to while assigned standby status except as follows:

Subsequent callouts within a three-hour period of the original callback shall be considered as one callback for purposes of compensation.

- B. Callback compensation will be paid for portal to portal time for each individual callback.

- C. Shift differential shall apply for all Maintenance & Operations employees for scheduled shifts only.

ARTICLE VIII **TUITION POLICY**

Tuition reimbursement by the City is suspended until terminated.

Within budgetary limitations, and subject to the criteria and limitations listed below, the City will reimburse tuition and related expenses, up to \$1,500.00 per employee per fiscal year for tuition fees.

A. Eligibility Criteria

1. Course content is closely related to the employee's current classification and is designed to improve job performance, or would assist the employee in preparing for a promotional opportunity.
2. To receive reimbursement, it is encouraged that the employee pursue any approved course or courses of study at an educational institution with tuition fees comparable to fees of the California State University system.
3. Tuition reimbursement shall be provided for up to 100% of the tuition and fees comparable to costs within the California State University system.
4. Course is completed with a minimum grade of "C" or its equivalent or by evidence of satisfactory completion.
5. Course is given by a school accredited by the Western Association of Schools and Colleges, or equivalent approved by the Council for Private Post Secondary and Vocational Education, or by an accredited high school.

B. Tuition and Related Expenses

The following are eligible expenses within the meaning of "Tuition and Related Expenses":

1. Tuition and/or class fees and/or registration fees charged by an educational institution;
2. Books required for the course;
3. Miscellaneous mandatory charges such as health service and/or identification cards (parking charges are not considered required expenses and will not be reimbursed);
4. Mileage reimbursement:
 - a. When private vehicles are used and attendance is required by the City, mileage shall be paid at the rate established by the Internal Revenue Service.

C. Approval Process

Upon submittal, the Department Head will note the recommendation and forward the application to the Human Resources Department for approval.

D. Exception Review

Applications which are not approved by the Department Head and the Human Resources Director may be submitted to the Tuition Review Committee.

The Tuition Review Committee will consist of:

City Manager or his/her designee
Human Resources Director
Department Head
One other Department Head (selected on a rotating basis)

By special request, the above-mentioned committee may also be petitioned for 100 percent reimbursement.

E. Reimbursement Procedure

Upon preliminary approval and successful completion of approved courses, employees may request reimbursement as follows:

1. Complete tuition reimbursement form;
2. Submit proof of payment of reimbursable items;
3. Submit school transcript indicating the grade achieved for the completed course.

ARTICLE IX **VACATION**

Section 1 Annual Vacation Leave

All probationary, permanent part-time, and permanent Maintenance and Operations employees shall be entitled to annual accrual of full or prorated vacation leave with pay.

Section 2 Earned Vacation

A. Each eligible employee shall accumulate annual prorated vacation from the date of hire at the rate applicable to their employment status as follows:

1-5 years of service	=	3.68 hours a pay period for 26.0893 pay periods
6-10 years of service	=	5.21 hours a pay period for 26.0893 pay periods
11-15 years of service	=	6.75 hours a pay period for 26.0893 pay periods
16 years & over	=	8.280 hours a pay period for 26.0893 pay periods

B. The City agrees to provide four hours of vacation time in lieu of the past practice of granting an informal four hours off during the holiday season. This additional vacation shall be added to the vacation balance of each employee on the first payday in October each year (including maximum accrual of +8 hours).

Section 3 Vacation Periods

Vacation may be taken the first day following the completion of six months and may never be used in units of less than one hour.

- A. The times during an accrual year at which an employee may take their vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the personnel system. Prior approval is required except in the case of an emergency. In such circumstances, the Department Head or designee must be notified of need for previously unapproved vacation. If the requirements are such that an employee cannot take all of their accrued vacation within an accrual year, the balance may be carried forward to the next year. Vacation credit shall be forfeited if not taken within a 24-month period for such employees.
- B. When an eligible employee intends to defer any portion of their accrued vacation to a succeeding 12-month period, subject to the provisions of this Article, it shall be their obligation to advise their Department Head of that intent and the reasons therefore.
- C. No legal holiday that falls during an employee's vacation may be charged against the employee as vacation, and the leave shall be extended accordingly.
- D. Employees who terminate shall be paid in a lump sum for all allowable accrued vacation leave earned prior to the effective date of termination.

ARTICLE X **SICK LEAVE**

Section 1 Personal Use

Sick leave with pay shall be granted to all probationary, regular part-time, and regular employees within the personnel system. Sick leave shall not be considered as a right which employees may

use at their discretion, but shall be allowed only in case of necessity and actual personal sickness or disability.

In order to receive compensation while absent on sick leave, the employee shall notify their immediate superior or their Department Head prior to or within two hours after the time set for beginning their daily duties, or as may be specified by the head of their department. In the event that an employee has applied for sick leave use for four or more consecutive scheduled working days, the City may require a physician's certification as to the existence of a sickness or injury that prevents the employee from working, and an approval of the employee's intended return to work. The City Manager may, however, require such certification or evidence the City deems necessary regarding sick leave use at any time.

"Evidence" as used in the prior sentence includes but is not limited to:

- A. An opinion from the treating physician as to the expected convalescent period, if any;
- B. Specific physical restrictions, if any, which bear on the employee's ability to perform his/her usual and customary duties or modified work assignments;
- C. A second opinion on the employee's condition from a physician or physicians of the City's choice (and at City's expense) based upon independent medical evaluation(s) and/or review of the employee's physician's report.

All employees shall accumulate sick leave at the rate of nine hours/month (4.15 hours/pay period); there shall be no limit to the amount of sick leave hours accumulated.

Section 2 Sick Leave Conversion

Once annually, during the 60 days following the end of a fiscal year, an employee may convert sick leave to vacation during that fiscal year on the basis of two hours of sick leave to one hour of vacation.

However, a minimum balance of 120 sick leave hours must be maintained in order to be eligible for conversion to vacation.

Section 3 Family Leave

All currently benefited employees' annual Sick Leave accrual may be used for Sick Leave, Family Sick Leave, Maternity/Paternity Leave, and Bereavement Leave for members of their immediate family. The immediate family shall consist of a member of the employee's immediate family or individuals whose relationship to the employee is that of a dependent or near dependent, member of the immediate household, or a person who is significant to the employee. Exceptions to exceed the limit are subject to consideration by the City Manager on a case-by-case basis. In no event shall an employee be granted sick leave time to oversee children who are not ill (baby-sitting).

In no case will the City provide less family leave than that which is set forth in State and Federal law.

Section 4 Termination

Employees who terminate for any reason, including retirement, shall not receive cash payment for accrued sick leave. Further, all eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service, provided, however, that if such separation is by layoff, this accumulated eligibility may be restored to the employee in whole or in part by the City Manager upon reemployment.

Section 5 Illness During Authorized Vacation

Employees who are on authorized vacation and become ill, or otherwise disabled through accident not a result of vicious habits or intemperance, may charge such sickness or disablement to

credited sick leave, provided a doctor's certificate is presented to the Human Resources Director indicating the total number of days to be so charged.

ARTICLE XI HOLIDAYS

Section 1 Holidays Observed

Every regular, regular part-time and every probationary employee in the personnel system shall not be required to be on duty on holidays unless the employee's services are needed and required in the interests of the public health, safety, or general welfare, in which latter event, any such employee shall be entitled to an in lieu holiday or overtime pay, in accordance with these rules.

DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

When a holiday falls on a Sunday, it is observed on the Monday immediately following. When a holiday falls on a Saturday, it shall be observed on the preceding Friday.

Section 2 Holiday Pay

An employee whose regularly scheduled workday or work shift falls on a designated holiday and who works such a holiday shall receive compensation for hours worked and the shift differential compensation as follows:

- A. Time and one-half pay for time worked, and, at the employee's option:
 - 1. Compensatory time off on a straight-time basis subject to the needs of the service and the prior approval of the employee's supervisor; or
 - 2. Straight-time pay for time worked.
- B. Employees whose regularly scheduled workday or work shift falls on a holiday and who calls in sick on the holiday, or a part thereof, shall receive straight-time holiday pay for those hours scheduled to work but not actually worked due to illness.
- C. Shift Workers Holiday Pay - Holiday observance for shift workers shall be in accordance with the past practice at the Water Treatment Plant (i.e., all shift workers may receive Holiday pay on either the actual or the observed Holiday. However, if the employee works both days, Holiday pay shall be paid for only one day.)

ARTICLE XII **MILITARY LEAVE/FMLA MILITARY LEAVE**

Section 1 Military Leave/FMLA Military Leave

Military Leave/FMLA Military Leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

Upon verification of military orders, employees who are members of the military reserve or National Guard who have been called to active duty during national security, after the standard Military Leave Policy, shall receive the difference between the amount the employee would have received from their regular City gross biweekly wage (not including overtime) and the amount the employee receives from the military.

Health benefits will be continued for the employee and family. An employee would continue to pay their respective portion of the benefit programs (including any premiums for family coverage), unless health benefits are waived.

The date military leave begins, leave accruals and holidays will be suspended. If the leave is longer than 12 months, no more than one uniform allowance will be paid upon return.

Section 2 Compensation

Every employee ordered to take military leave who would have been required to work for and be paid by the City at the same time military leave is ordered shall receive their salary or compensation as an employee of the City in accordance with the provisions of State and Federal law.

ARTICLE XIII **LEAVE OF ABSENCE WITHOUT PAY**

The City Manager may grant a regular or probationary employee leave of absence without pay, seniority, or benefit accruals not to exceed six months. For special educational purposes, however, the City Manager may grant leaves of absence not to exceed one year, without pay, provided such study is related to City employment. When such special educational leave of absence is granted, the employee must agree in writing that they will return to regular, full-time employment with the City for a minimum of one year. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

When an employee is in a leave of absence without pay status due to having exhausted all accrued sick leave and vacation credit, their revised hire date or date of promotion for purposes of merit increases, sick leave, and vacation credit, will be the number of working days absent

added to their former hire or promotion date, whenever such leave exceeds 30 consecutive working days.

Bargaining Unit employees in good standing may, with supervisory permission and five days prior notice, take time off without pay without having to exhaust vacation leave balance. No employee shall exceed ten work days off without pay within a calendar month.

In the event of leave of absence due to injury or illness, after all sick leave is exhausted, utilization of accrued vacation, compensatory time and/or floating holidays shall be at the option of the employee.

With regards to benefits, **all employer paid premiums will discontinue when paid leave time is exhausted at the end of the month. Employees will be offered continued coverage at their own expense through COBRA or other continued coverage options.**

ARTICLE XIV MATERNITY/PATERNITY LEAVE/FMLA/CFRA

Employees shall be granted Maternity Leave/FMLA/CFRA in accordance with the following provisions:

- A. In all cases of pregnancy, the employee (if appropriate due to the safety aspects of their position) shall furnish the City a statement from her physician giving the anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work assignment. Such statement shall be furnished as soon as practicable after a determination of the pregnancy has been made.
- B. A pregnant employee will be permitted to work as long as she is able to safely perform the duties of her position as recommended by the statement of her physician.
- C. An employee will be permitted to return to work when she is able to safely perform the duties of her position as recommended by the statement of her physician. An employee

must give notice two weeks prior to the date she wants to return to work. If she does not give two weeks notice prior to the date she wants to return to work, the department shall not be required to return her to work until two weeks after she has given such notice.

- D. A pregnant employee shall be allowed to be absent for the period during which, in the opinion of her attending physician and where necessary, the City physician, she is temporarily disabled because of pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, **in accordance with state and/or federal regulations.**
- E. The City may, at its option, and at City cost, require an independent medical opinion concerning the employee's ability to safely perform her duties.
- F. A pregnant employee shall be entitled to use all accumulated paid leave time (sick leave, vacation) for maternity leave and such additional leave of absence without pay, seniority and accrual of benefits, **in accordance with state and/or federal regulations.**
- G. In the case of adoption and paternity leave, **up to a maximum of six months.**

ARTICLE XV JURY AND WITNESS LEAVE

Section 1 Jury Duty

Any employee who is called or required to serve as a trial juror shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid their full salary and any payment received by them from the court for such duty. Employees shall provide the Personnel Division with a copy of the call to jury duty and other documentary evidence of service as required by the City.

Section 2 Witness Leave

Any employee who is called or required to serve as a witness shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of a proper subpoena. Under such circumstances, the employee shall be paid the difference between their full salary and any payment received by them, except travel and subsistence pay, for such duty. Witness leave will not be granted to employees who are litigants in civil cases or defendants in criminal cases. Employees shall provide the Personnel Division with a copy of the legal subpoena and other documentary evidence of service as required by the City.

ARTICLE XVI **ATTENDANCE**

Section 1 Attendance

Except as the City Manager requires to the contrary, all offices of the City shall be open for business from 8:00 a.m. until 5:00 p.m. on all days except Saturdays, Sundays, and the designated holidays as set forth in this Memorandum of Understanding.

All departments shall keep daily attendance records of employees which shall be reported to the Finance Department in the form and on the dates specified.

Employees shall, except as this Memorandum of Understanding provides to the contrary, work at least 40 hours per week. An employee whose duties require an irregular work schedule shall work according to a schedule recommended by their supervisor and/or Department Head and approved by the City Manager.

All employees shall be on duty at the times required by this Memorandum of Understanding with respect to hours, days of work, and leave. However, an employee who is absent without leave and who fails to return to duty within 24 hours after receiving written notice to do so shall be

deemed to have resigned from their position. Such employee automatically waives all rights under the Municipal Code and this Memorandum of Understanding and the Personnel Rules and Regulations.

Section 2 Hours of Work

The normal work week shall be five consecutive work days with two days off. The normal work day shall be eight consecutive hours within a 24-hour period. Shift work employees shall be granted reasonable advance notice of changes in the scheduled shifts. Notwithstanding the above, when public or operational necessity or efficiency of the services are deemed by the City to require an other than normal work week, work day, or work schedule, such will be prescribed by the City.

Section 3 Length of Probationary Period

All positions in the bargaining unit shall be subject to a 1,560 regular hour probationary period. Excluded from these hours are any hours of overtime, compensatory time off, vacation, sick leave, leave of absence without pay, administrative leave, military leave, holidays, or any other hours not spent working or in mandatory training.

Section 4 Alternate Work Schedule

With written approval of the Department Head, an alternate work schedule may be adopted in a section/division where there is mutual agreement between the employees and their supervisor(s) in instances where an alternate work schedule may meet City service level needs. Said alternate work schedule may change periodically based upon City service demands and the periodic reevaluation by the respective Department Head, which may be at the request of the employees and/or their supervisor(s). Nothing in this Article provides for or implies any additional compensation or benefit for work on an other than normal work week, work day, or work schedule.

Section 5 Rest Periods

Employees rest periods will normally be provided to employees at the rate of 15 minutes for each four hours worked. Further, except under unusual circumstances, rest periods will not be taken during the first or last hours of the work day. Notwithstanding the above, when public or operational necessity or efficiency of the service are deemed by the City to require other than full freedom from the job assignment and/or less than 15 minutes rest time, such will be prescribed by the City. Since rest periods are paid time already, nothing in this section provides for or implies any additional compensation or benefit if a rest period is not received.

Section 6 Absenteeism

Excessive absenteeism shall be grounds for termination. Prior to implementation of disciplinary procedures leading to termination, the City shall make a good faith effort to make a performance referral to the Employee Assistance Program. The final determination shall be made by the City subject to the normal disciplinary review process.

ARTICLE XVII **AMERICANS WITH DISABILITIES ACT (ADA)**

Because the Americans with Disabilities Act (hereinafter "ADA") requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotions, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leave, fringe benefits, training opportunities, hours of work, or other terms and privileges of employment.

The bargaining unit recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The

employee's bargaining unit will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the Grievance/Arbitration procedure.

Prior to disregarding any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the business representative of the bargaining unit with written notice of its intent to disregard the provision, and if requested will allow the business representative of the bargaining unit the opportunity to discuss options to disregarding the agreement.

ARTICLE XVIII DRUG-FREE WORKPLACE

The City and the Teamsters Local 911 Maintenance and Operations bargaining unit agree that the City has the obligation to comply with the provisions of the Federal Department of Transportation rules for drug testing. Prior to implementing said rules, the City shall consult with the bargaining unit.

Teamsters Local 911 agrees to the terms of the City's Drug-Free Workplace Policy and the Locker Policy.

ARTICLE XIX PAYMENT FOR CERTIFICATION AND LICENSURE FEES

The City agrees to reimburse employees for the application and certification fees for new and renewal licenses and certificates utilized in the normal scope of duties as assigned under their employment with the City, when proof of completion or passing is presented to the City.

ARTICLE XX SENIORITY PROVISIONS

Section 1 Definition

Seniority shall mean the status attained by length of continuous service with the City as modified by leaves of absence without pay.

Section 2 Leave Preference

For the purposes of granting vacation, holidays and non-emergency sick leave, the following seniority practices shall apply:

- A. First preference shall be granted by classification. The highest classification in the job family shall be granted preference regardless of tenure.
- B. Within each classification, preference shall be given by length of continuous City service regardless of department or classification.
- C. With respect to annual leave (vacation) where a vacation schedule has been bid and approved by the Department Head, employee requested changes will not be subject to seniority.
- D. At all times, the granting of paid leave preference shall be approved by the Department Head with regard for the needs of the service and such leave shall be controlled at the department level.

Section 3 Layoff Procedure

Whenever it becomes necessary to reduce the number of employees in any classification, the order of layoff shall be as follows:

- (1) employees with provisional status;

- (2) employees with probationary status; and
- (3) employees with regular status in order of seniority, the employee with the shortest service in total City service in any classification is to be laid off first.

In the event that two or more employees have identical total City service seniority, the order of layoff will be determined by length of continuous service in the affected classification. Whenever two or more employees have identical service in the affected classification, the order of layoff shall be determined by the City Manager on the basis of performance.

Employees to be laid off in a particular classification have the right to demote to a lower job previously performed for which they meet the minimum qualifications and the employee is capable of performing the essential functions of the position.

The name of each laid off employee shall be placed on a reemployment list and shall be given the first opportunity to return to regular employment in reverse order of layoff.

In the event of any layoffs, the City agrees to meet and confer with employees to the extent required by law.

Section 4 Implementation of Agency Shop

Effective April 17, 2001, and based on a valid election among Bargaining Unit members, Agency Shop is implemented as shown on Exhibit "B."

ARTICLE XXI **GRIEVANCE PROCEDURE**

Section 1 Grievance Procedure

In the belief that the resolution of grievances is a constructive management action, a grievance procedure is hereby established. Such a procedure will give regular employees assurance that the City recognizes their right to be heard and assist them in achieving job satisfaction. The

purpose of this procedure is to provide a just and equitable method for the resolution of grievances or complaints without prejudice, coercion or reprisal.

Section 2 Definitions

- A. A *complaint* is defined as an allegation or charge against a party that an error or wrong has been committed, and is identified as a complaint when communicated to the supervisor or other appropriate designated representative.
- B. The *complaint procedure* is defined as the orderly process by which a determination is made as to whether or not a wrong has been committed.
- C. A *grievance* is an expressed claim by an employee that the City has violated, misinterpreted or misapplied an obligation to the employee as such obligation to the employee is expressed and written in the City personnel ordinance, rules and regulations, and administrative directives, and is identified as a grievance when communicated to the supervisor or other appropriate designated representatives.
- D. The *grievance procedure* is the process by which the validity of a grievance is determined.
- E. The term *employee* includes employees wherever applicable within this procedure.
- F. The term *days*, when used in this procedure, shall mean calendar days.
- G. A *representative* is a person who, at the request of the employee or management, is invited to participate in grievance conferences.
- H. A *general grievance* is defined as an expressed written claim by the employee organization that the City has violated, misinterpreted or misapplied a provision in a current memorandum of understanding which concerns items or procedures relating to the relationship between the City and the employee organization as a corporate body.

- I. The *general grievance procedure* is the process by which the validity of a grievance is determined.

Section 3 General Provisions

- A. No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures, provided, however, no act or behavior which would otherwise subject an employee to discipline shall exclude the employee from discipline simply on the basis that a complaint or grievance is filed pertaining to that act or behavior.
- B. The time limits established herein may be extended to a date certain by mutual written agreement.
- C. If management, at any step of the procedure, fails to respond within the prescribed time limit specified, the employee may process their grievance or complaint at the next step.
- D. If the employee, at any step of the procedure, fails to appeal the decision on a grievance or complaint within the prescribed time limit specified, such decision shall be deemed accepted and shall not be subject to further appeal or consideration.
- E. By mutual written agreement, a grievance may revert to a prior level for reconsideration.
- F. The employee shall be present at all steps of the grievance or complaint procedure.
- G. All communications, notices and papers required to be in writing shall be served personally or by the United States Postal Service.
- H. Management shall inform an employee of any limitation on the authority of the management representative to fully resolve the grievance.

- I. The employee is assured the right to consult with their supervisor, the Department Head or their designee, or the Human Resources Director, without prejudice, concerning the matter, from and/or procedure for filing a grievance.

Section 4 Representation Rights

- A. The employee has the right to the assistance of a representative of their choice in the investigation, preparation and presentation of a grievance.
 1. Representation may occur at any stage of the grievance procedure, provided, however, that prior to calling for representation at step one of the procedure, the employee shall discuss their grievance with the supervisor. Upon conclusion of the discussion, the employee may request a continuation of the informal grievance process (step one) to a mutually agreeable time within five days to have the assistance of a representative.
 2. If the employee elects another employee as their representative, such representative shall not be released during working hours without the approval of their supervisor.
 3. The supervisor shall grant a reasonable amount of time off, provided such would not unreasonably interfere with or delay City work.
- B. Grievance conferences (between management and the employee) will normally be conducted during regular working hours at a mutually convenient time.
- C. The investigation of a grievance during working hours by an employee and their representative, if any, shall be in accordance with the following:
 1. Prior to entering any job site, the representative shall obtain the approval of the job site supervisor.
 2. There shall be no solicitation of grievances or employee organization membership.

3. The investigation shall be conducted in a reasonable amount of time and expeditiously with due regard for the work requirements of the City.
 4. Where the investigation commences prior to the end of the regular workday and continues beyond the close of the regular workday, time spent after the close of the regular workday shall be the employee(s) own time.
 5. Entry will not be permitted if it would unreasonably interfere with or delay City work.
 6. All safety regulations relating to the presence or conduct of persons at the job site shall be complied with.
- D. The name of the representative of the employee or management shall be given to the other party not less than 48 hours prior to any grievance conference.

Section 5 Complaint Procedure

A. Step One

1. The employee shall inform their supervisor of their complaint within ten days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the complaint. Failure to complete this procedure will bar further consideration of the complaint.
2. The supervisor shall, within five days after receipt of the complaint, have a discussion with the employee concerning the complaint.
3. The supervisor shall, within five days of the discussion, render a verbal decision to the employee.
4. The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

B. Step Two

1. Within five days from receipt of the verbal decision from the supervisor, the employee, if they wish to appeal the decision, shall notify the Department Head of their intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint.
2. The Department Head or their designated representative shall, within five days of the notification as required above, have a discussion with the employee concerning the complaint.
3. The Department Head or their designated representative shall, within five days of the discussion, render a verbal decision to the employee.

C. Step Three

1. Within five days from the receipt of the verbal decision from the Department Head, the employee, if they wish to appeal the decision, shall notify the City Manager of their intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint.
2. The City Manager or his designated representative shall, within five days of the notification as required above, have a discussion with the employee concerning the complaint.
3. The City Manager or his designated representative shall, within five days of the discussion, render a verbal decision to the employee.

D. Nothing in this section shall prohibit more expeditious handling of the complaint.

Section 6 Grievance Procedure

A. Step One - Informal Grievance

1. The employee shall inform their supervisor of their grievance within ten days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. Failure to complete this procedure will bar further consideration of the grievance.
2. The supervisor shall, within five days after receipt of the grievance, have a discussion with the employee concerning the grievance.
3. The supervisor shall, within five days of the discussion, render a verbal decision to the employee.
4. The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

B. Step Two - Formal Grievance

1. Within ten days from the receipt of the verbal decision from the supervisor, the employee, if they wish to appeal the decision, shall submit a formal written grievance to their supervisor. The grievance shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon. Failure to complete this procedure will bar further consideration of the grievance.
2. The supervisor shall, within five days of the receipt of the grievance, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Section 4 of this procedure.

3. The supervisor shall, within five days of the grievance conference, render a written decision to the employee with a copy of the original grievance.
4. The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

C. Step Three - Appeal

1. Within five days from receipt of the written decision from the supervisor, the employee, if they wish to appeal the decision, shall submit an appeal to the Department Head. The appeal shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon, and include the supervisor's response, if any. Failure to complete this procedure will bar further consideration of the grievance.
2. The Department Head or their designee shall, within five days of receipt of the appeal, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Section 4 of this procedure.
3. The Department Head or their designee shall, within five days of the grievance conference, render a written decision to the employee with a copy of the appeals documents.

D. Step Four - Administrative Appeal

1. Within five days from receipt of the written decision from the Department Head or their designee, the employee, if he/she wishes to appeal the decision, shall submit an appeal to the City Manager. The appeal shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon and

- include the original grievance and management's responses, if any. Failure to complete this procedure will bar further consideration of the grievance.
2. The City Manager or his designee shall, within seven days of receipt of the appeal, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Section 4 of this procedure.
 3. The City manager or his designee shall, within seven days of the grievance conference, render a written decision to the employee with a copy of all appeal documents.
 4. The City Manager may, at his option, render a written decision based on the documents submitted for their review without the grievance conference within the time frame set forth above. If they do so, the employee may discuss this decision with the City Manager at a mutually convenient time, provided they request such meeting within seven days of receipt of the City Manager's decision.
 5. The decision of the City Manager shall be final, except where the grievance has resulted from a disciplinary action, in which case the employee may appeal his/her case to the Personnel Board of Review as permitted in these rules.
- E. Nothing in this section shall prohibit more expeditious handling of the grievance.

Section 7 General Grievances

- A. In order to provide an effective mechanism whereby disagreements between the employee organization and management concerning items or procedures relating to the relationship between the City and the employee organization may be effectively resolved, the following general grievance procedure is hereby established.

1. Where the employee organization has reason to believe that management is not correctly interpreting or applying a relevant provision of a current Memorandum of Understanding, the employee organization may file a general grievance by requesting in writing that a meeting be held with the authorized representatives of the City who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the general grievance and shall set forth the proposed resolution sought. Within 15 days of receipt of the general grievance, management will schedule a meeting at a mutually agreeable time for the purpose of discussing and attempting to resolve the disagreement.
2. Within 15 days of this meeting, management will submit its decision in writing to the employee organization.
3. If the employee organization is not satisfied with the decision, they may submit a request for hearing before the City Council. Such request for hearing must be submitted within 15 days of receipt of management's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration.
4. Management shall calendar on the City Council agenda such request and supporting documentation within 30 days.
5. It shall be the option of the City Council to:
 - a. Refuse to hear the appeal, or make a decision on the documentation submitted;
or,
 - b. Hold a hearing after which they shall make a decision.
6. The decision of the City Council shall be final.

ARTICLE XXII DISCIPLINARY PROCEDURES

The Teamsters Local 911 Maintenance and Operations Unit agrees to the following:

- A. The City Council may choose not to participate in the Disciplinary Review Process.
- B. The City Council may refuse to hear an appeal.
- C. The number of commissioners on the Personnel Board of Review may be reduced; but, in no event shall the Board consist of fewer than three commissioners.

Attached to this Memorandum as Exhibit "C" is an opinion from the City Attorney setting forth an employee's right to challenge a commissioner for cause.

ARTICLE XXIII BARGAINING UNIT

Section 1 Payroll Deduction

The City shall deduct bargaining unit dues and such other proper and lawful deductions from the salary of each bargaining unit member covered hereby who files a written authorization, on a form provided by the City, requesting that such deductions be made.

Section 2 Release Time

The City shall release members of the bargaining unit negotiating team one-half hour prior to the commencement of formal meet and confer sessions and permit them to continue preparation for the next session one-half hour following the conclusion of a formal meet and confer session. Such release time not to include more than two employees from each unit when bargaining at a joint table. In addition, the bargaining unit chief representative, if he/she so desires to act as a unit coordinator, may attend the sessions subject to the approval of each individual bargaining unit in their meetings with the City's representatives. Such release time not to include more than four employees, including the alternate, and, subject to unit approval, the bargaining unit chief

representative as unit coordinator when bargaining as a single unit. In addition, the City shall allow each bargaining unit's alternate(s) to attend the preliminary ground rules meeting. No other employees may be released without the advance written approval of the City.

Section 3 Bulletin Boards

The City will provide adequate bulletin board space for the use of the bargaining unit in posting bargaining unit reports, agenda, minutes, bulletins, membership benefits, programs and promotions. Any other material approved by the Department Head may be posted. All material shall be initialed and dated by the bargaining unit representative posting or authorizing the posting of such material. Such material shall be removed after a reasonable time.

Section 4 Access to Work Locations

Bargaining unit representatives may visit members of the unit on City job sites for purposes of bargaining unit business subject to the following:

- A. Prior to entering any job site, the representative shall obtain the approval of the job site supervisor.
- B. There shall be no solicitation of grievances of bargaining unit membership.
- C. Entry will not be permitted if it would unreasonably interfere with or delay City work.
- D. All safety regulations relating to the presence or conduct of persons at the job site shall be complied with.
- E. The bargaining unit will provide the City with a list of all representatives who may be visiting job sites.

Section 5 Employee Rights

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of their exercise of these rights. No employee shall be prohibited from exercising their right to resign from City employment at any time and nothing in this policy shall be construed as to abrogate that right. In addition, employees of the City shall have the right to the redress of grievances and complaints as set forth in Article XX of this Memorandum of Understanding.

ARTICLE XXIV **MANAGEMENT RIGHTS**

Section 1 General Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The City is in the process of analyzing efficiencies as to the means and methods of governmental operations. If it is determined that the City is to outsource or contract services, the City will meet and confer over the decision and effects as it relates to any services that specifically pertains to personnel represented by the Teamsters.

Section 2 Newsbriefs

The City's management may issue Employee Newsbriefs at their discretion commencing with the start of negotiations until agreement is reached or following a declaration of impasse; such newsbriefs would be related to salary negotiations and distributed in accord with the agreed policy. Nothing in this section or the Memorandum of Understanding shall limit or abridge the City's right and authority to distribute in any manner and at any time newsbriefs of a general nature to any and all employees of the City.

ARTICLE XXV Personnel Rules and Regulations Review Committee

The City has drafted an updated Personnel Rules and Regulations document. Human Resources, the City Attorney's Office, and two representatives from each employee group shall meet on a regular basis to finalize and implements the updated Personnel Rules and Regulations.

ARTICLE XXVI MOU Reopeners

A. Healthcare Reform

At such time as regulations are issued implementing the Affordable Care Act (ACA), the City and Teamsters will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by ACA during the term of this agreement, it is agreed that the City and Teamsters will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

B. Personnel Rules and Regulations

The final product of the Review Committee will be brought to the Teamsters for finalization.

ARTICLE XXVII OTHER TERMS


Bargaining unit employees are also covered by the City of Escondido Personnel Rules and Regulations to the extent that these Rules and Regulations are not inconsistent with the terms of this Memorandum. In case of inconsistency between the terms of this Memorandum and the City's Administrative Personnel Rules and Regulations, the terms of this Memorandum shall prevail.

DATED: _____

DATED: 8-23-2011

FOR THE CITY OF ESCONDIDO:

FOR THE ESCONDIDO MAINTENANCE
AND OPERATORS BARGAINING UNIT
TEAMSTERS LOCAL 911


Matt Havel
P. Scott Petersen
Richard O'Donnell
Jenifer Petersen
Dennis Spurr

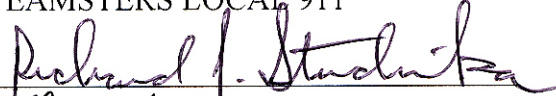
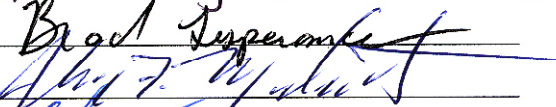
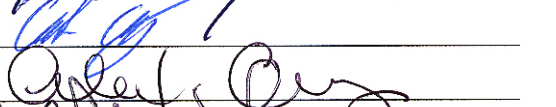

Richard J. Studnicka
Brgd. Superintendent

Greg W. Martin

Andy Perry
William Turner
Way Hallock
Christy Godwin

EXHIBIT "A"
Teamsters Local 911
Maintenance and Operations Unit
SALARY RANGES JULY 2011

Union Code	Job Description	Step 1	Step 2	Step 3	Step 4	Step 5
M&O	Bldg Maintenance Technician	3,452	3,625	3,806	3,996	4,196
M&O	Control Systems Technician I	4,206	4,417	4,637	4,869	5,113
M&O	Control Systems Technician II	4,643	4,875	5,119	5,375	5,643
M&O	Control Systems Technician III	5,125	5,381	5,650	5,933	6,229
M&O	Cross Connection Technician I	3,368	3,536	3,713	3,899	4,094
M&O	Cross Connection Technician II	3,718	3,904	4,099	4,304	4,519
M&O	Custodian I	2,204	2,314	2,430	2,551	2,679
M&O	Custodian II	2,430	2,552	2,679	2,813	2,954
M&O	Electrician Assistant	3,718	3,904	4,099	4,304	4,519
M&O	Electrician/Streets	4,311	4,527	4,753	4,991	5,241
M&O	Electrician	4,104	4,309	4,524	4,751	4,988
M&O	Equipment Mechanic I	3,598	3,778	3,966	4,165	4,373
M&O	Equipment Mechanic II	3,966	4,165	4,373	4,592	4,821
M&O	Equipment Service Worker	2,904	3,049	3,202	3,362	3,530
M&O	HVAC Technician	4,206	4,417	4,637	4,869	5,113
M&O	Lead Maintenance Technician	3,718	3,904	4,099	4,304	4,519
M&O	Lead Mechanic	4,419	4,640	4,872	5,116	5,372
M&O	Maintenance Technician I	3,051	3,204	3,364	3,532	3,709
M&O	Maintenance Technician II	3,368	3,536	3,713	3,899	4,094
M&O	Painter	3,627	3,808	3,999	4,199	4,409
M&O	Park Ranger I	2,920	3,066	3,220	3,381	3,550
M&O	Park Ranger II	3,233	3,394	3,564	3,742	3,929
M&O	Plant Systems Technician I	4,104	4,309	4,524	4,751	4,988
M&O	Plant Systems Technician II	4,530	4,756	4,994	5,244	5,506
M&O	Recreation Technician I	2,649	2,781	2,920	3,066	3,220
M&O	Recreation Technician II	2,920	3,066	3,220	3,381	3,550
M&O	Recreation Technician III	3,233	3,394	3,564	3,742	3,929
M&O	Sr Cross Connection Technician	4,311	4,527	4,753	4,991	5,241
M&O	Sr Maintenance Technician	4,104	4,309	4,524	4,751	4,988
M&O	Sr Plant Systems Technician	5,253	5,516	5,791	6,081	6,385

M&O	Sr Wastewater Coll Technician	4,104	4,309	4,524	4,751	4,988
M&O	Sr Wastewater Trtmt Plant Oper	5,519	5,795	6,085	6,389	6,708
Union						
<u>Code</u>	<u>Job Description</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
M&O	Sr Water Distribution Tech	4,311	4,527	4,753	4,991	5,241
M&O	Wastewater Collections Tech I	3,051	3,204	3,364	3,532	3,709
M&O	Wastewater Collections Tech II	3,368	3,536	3,713	3,899	4,094
M&O	Wastewater Trtmt Plant OIT	3,718	3,904	4,099	4,304	4,519
M&O	Wastewater Trtmt Plt Oper I	4,104	4,309	4,524	4,751	4,988
M&O	Wastewater Trtmt Plt Oper II	4,530	4,756	4,994	5,244	5,506
M&O	Wastewater Trtmt Plt Oper III	5,000	5,250	5,512	5,788	6,077
M&O	Water Distribution Tech I	3,051	3,204	3,364	3,532	3,709
M&O	Water Distribution Tech II	3,368	3,536	3,713	3,899	4,094
M&O	Water Meter Reader	2,697	2,832	2,973	3,122	3,278
M&O	Water Service Representative	3,368	3,536	3,713	3,899	4,094
M&O	Water Treatment Plant OIT	3,811	4,001	4,201	4,411	4,632
M&O	Water Treatment Plant Oper I	4,206	4,417	4,637	4,869	5,113
M&O	Water Treatment Plant Oper II	4,643	4,875	5,119	5,375	5,643
M&O	Water Treatment Plant Oper III	5,125	5,381	5,650	5,933	6,229

Jack Anderson
Deputy City Manager
(760) 839-4631
FAX (760) 839-4578

EXHIBIT "B"

May 15, 2001



**CITY OF
ESCONDIDO**
201 NORTH BROADWAY
ESCONDIDO, CA 92025

Mr. Chester Mordasini
President/Business Representative
California Teamsters Local 911
3202 East Willow Street
Long Beach, CA 90806

Re: Side Letter to the Current Memorandum of Understanding Relating to
Agency Shop Provisions

Dear Chester:

This letter will serve as a side letter to the Memorandum of Understanding implementing provisions of Agency Shop in the City of Escondido Maintenance and Operations Unit. Based on the outcome of the Agency Shop election conducted on April 17, 2001, the following provisions will be incorporated into the MOU:

1. Employees from the City of Escondido Maintenance and Operations Unit shall participate in an Agency Shop arrangement.
2. Employees shall have the right to voluntarily join or refrain from joining Teamsters Local 911. Employees who are covered by the terms of this agreement and who choose not to join the Union are required, as a condition of their employment, to pay a monthly service fee ("Agency Fee") to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the Exclusive Bargaining Agent for the Maintenance and Operations Unit.
3. The Agency Fee shall be payable through payroll deduction two pay dates per month. The sum of the Agency Fee shall not exceed the membership dues paid by those employees who voluntarily choose to join the Union. Other than payment of this Agency Fee, those employees who do not choose to join the Union shall be under no further obligation or requirements of any kind from Local 911.
4. Furthermore, as a condition of employment, all employees covered by this agreement shall on the 30th day following the beginning of such employment

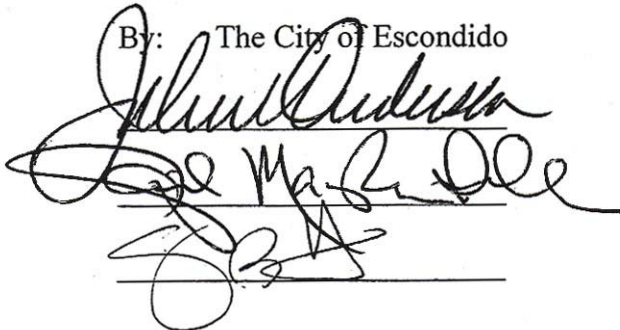
Edi Hottel, Mayor
June Rady, Mayor Pro Tem
Tom D'Agosta
Ed Gallo
Marie Waldron

or the effective date of this amendment to the MOU, whichever is later, pay the established Agency Fee.

5. The City and Teamsters Local 911 agree that the charities from which religious-objector employees paying the Agency Fee may choose for the Agency Fee proceeds to be paid, are:
 - The City of Escondido Employee Contribution Club
 - The Escondido Boys and Girls Club
 - The Palomar Family YMCA.
6. The City of Escondido agrees to collect the Union dues and the Agency Fee via payroll deduction and remit to Local 911 following each of the first two payroll dates of each month.
7. Teamsters Local 911 agrees to remit to the charities selected by the religious-objector Agency Fee-paying employees by the 30th day of the month following the month in which the fees are received by Local 911.
8. Considering that employees, as a condition of their employment with the City of Escondido, are required to pay the Agency Fee, and that the City of Escondido is prepared to deduct the Agency Fee from employee pay, Teamsters Local 911 agrees to hold the City of Escondido harmless against any liability arising from any claims, demands or other action relating to the City's compliance with the Agency Fee obligation, consistent with Government Code Section 3502.5(b)(2).

Agreed to this date 5/15/01 :

By: The City of Escondido



Teamsters Local 911

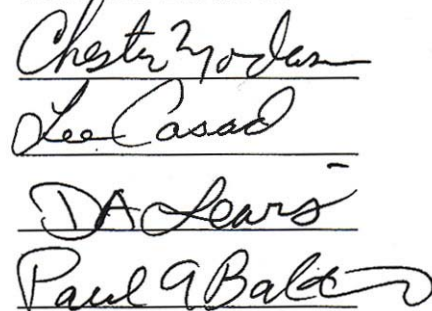


EXHIBIT "C"

CITY OF ESCONDIDO

RECEIVED

1983 JUN 22 AM 10:14

memorandum

FINANCE DEPT.

June 21, 1983

TO: Tim Huntley, Director Management Services
FROM: David R. Chapman, City Attorney
SUBJECT: Challenge To Personnel Board of Review
Members for Cause

QUESTION PRESENTED:

You have asked us to advise you whether as a matter of general law employees who are the subject of disciplinary proceedings before the Personnel Board of Review may challenge members for cause.

CONCLUSION:

We have concluded that due process requires that employees have the right to challenge Board members for cause prior to the Board's consideration of disciplinary proceedings affecting such employees.

DISCUSSION:

It is a well established principle of constitutional law (both U.S. and California) that a judge must not participate in the consideration of a matter as to which he may hold some bias. The principle is embedded in judicial practices and is also part of sound administrative law procedures. In practice, a person appearing before any tribunal which may hold some bias is entitled to challenge that tribunal for cause. Where bias is shown, the hearing officer must be recused. Where bias is demonstrated but there is no recusal, then there is a clear denial of due process.