

MEMORANDUM OF UNDERSTANDING
between
CITY OF OXNARD
and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 501, AFL-CIO

October 31, 2009 through November 23, 2014

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the City of Oxnard (City) and the International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501), and represents the full and complete agreement of City and IUOE Local 501 for the term hereof concerning wages, hours, and terms and conditions of employment.

ARTICLE 1

IMPLEMENTATION

City staff agrees to recommend to the City Council and IUOE Local 501 representatives agree to recommend to its members the adoption and approval, respectively, of this MOU. City and IUOE Local 501 agree that this MOU shall not be binding, either in whole or in part, unless and until approved by the membership of IUOE Local 501 and duly ratified by the City Council.

ARTICLE 2

RECOGNITION

This MOU shall apply only to regular full-time, regular part-time and accreted limited benefits employees to the extent provided for in Article 33, herein, occupying positions in the classifications specified as comprising the Maintenance, Operations and Repair Unit as per Attachment "A" (Unit Employee Schedule).

ARTICLE 3

CITY RIGHTS

IUOE Local 501 recognizes that City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and workforce performing those services in all respects, subject to this MOU. IUOE Local 501 recognizes that the City Manager and department directors have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this MOU. IUOE Local 501 recognizes that the exclusive rights of City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and department directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

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ARTICLE 4

IUOE Local 501 RIGHTS

1. Release Time for Stewards

City agrees that the stewards of IUOE Local 501 have the right to paid release time for the time spent representing a Unit employee under the grievance procedure and the disciplinary action procedure herein subject to the following:

a) IUOE Local 501 may designate one Unit employee as Chief Steward and up to eleven additional Unit employees as stewards and shall notify in writing the City Manager of such designations. There shall be no obligation on City to change or adjust normal department scheduling or assignments of employees as a result of such designations. Such designations shall be made from among employees regularly working at the work sites within the proximate geographic area where the grievance procedure or disciplinary action procedure shall be conducted.

b) One such steward may, when IUOE Local 501 is designated in writing by a Unit employee as his/her representative, attend mutually scheduled grievance or disciplinary action meetings, scheduled hearings, or meetings with department directors, gather information, interview the subject employee or witness and prepare a presentation without loss of pay or benefits. These stewards may not use in excess of two hours of work time per grievance or disciplinary action process with the exception of attendance at hearings. IUOE Local 501 Chief Steward may continue to use a reasonable amount of release time, to the extent authorized pursuant to past practice, to interview Unit employees in order to facilitate resolving or processing employee grievances.

2. IUOE Local 501 Staff Representatives

IUOE Local 501 staff representatives shall be admitted to the buildings and grounds of City during working hours for the purpose of assisting in the resolution of grievances or disciplinary actions, so long as such admittance will not interfere with any work operation or the safety and security of any work site. Such staff representatives will check in with a designated department director and will be required to conform with the operational and safety regulations and procedures as directed by the department director.

3. List of Unit Employees

Upon reasonable request, City shall provide IUOE Local 501 with a list of Unit employees, their membership status, their classifications and departments, and updates as to transfers, promotions, new City employees, and separations from service within the Unit. The City shall notify IUOE Local 501 of all new appointments of persons occupying classifications in the Unit within thirty (30) days of appointment.

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4. Payroll Deductions/Membership Dues

a) The City shall deduct from the biweekly paycheck of IUOE Local 501 members the regular periodic IUOE Local 501 membership dues (as certified in writing to the City Manager by an authorized official of IUOE Local 501), and the cost of regular periodic IUOE Local 501-sponsored insurance benefits pursuant to the City's deduction authorization form, duly completed and signed by the Unit employee. City shall transmit such deductions biweekly to the IUOE Local 501.

b) City shall deduct representation service fees from the paychecks of those employees subject to Section 5 herein and transmit promptly those fees to IUOE Local 501. City shall make these deductions within a reasonable period of time following the date the employee completes the required probationary period.

c) Such deductions shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.

d) City and IUOE Local 501 agree that the City assumes no liability on account of any actions taken or not taken pursuant to this section.

5. Agency Shop

a) Pursuant to an election of Unit employees on December 12, 1989, City and IUOE Local 501 have implemented an agency shop provision in conformance with California Government Code Section 3502.5, and as provided in this Section 5.

b) The term "regular full-time employees" used in this Section 5 includes all full-time Unit employees who have attained regular status after successfully passing their entry level probationary period.

c) All regular full-time employees, who are not members of IUOE Local 501, shall pay to IUOE Local 501, as a condition of employment, a representation service fee that represents such employee's proportionate share of the IUOE Local 501's cost of legally authorized representational services on behalf of Unit employees in their labor and employee relations with City. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Unit employees who are members of the IUOE Local 501.

d) Annually, IUOE Local 501 agrees to provide Unit employees with the financial information required by applicable law. IUOE Local 501 agrees to promptly provide City with written notice of compliance with this subsection 5(d).

e) Within thirty days after written notice to City by IUOE Local 501 that the required financial information has been provided to Unit employees, regular full-time unit employees who have attained such status since the last written notice to City by IUOE Local 501 and who are not members of IUOE Local 501 shall be required to pay the representation service fee.

f) IUOE Local 501 shall make available to Unit employees required to pay a representation service fee under this Section 5, at its expense, an administrative appeals

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procedure, which complies with the requirements of applicable law, for challenging the amount of the representation service fee.

g) A member of a bona fide religion, body or sect which has historically held conscientious objections to financially supporting employee organizations shall not be required to financially support IUOE Local 501 as a condition of employment. Such employee, in lieu of a representation service fee, shall instruct the City, in writing, with a copy to IUOE Local 501, to deduct and pay a sum equal to the representation service fee to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code selected by such employee, or in the absence of selection, as agreed upon by IUOE Local 501 and the employee.

h) IUOE Local 501 agrees to fully indemnify the City and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City under this Section 4, and to reimburse the City for its costs in defending against any such claims, proceedings or liability.

6. Meeting Locations

a) Upon request of IUOE Local 501, City may provide IUOE Local 501 with a location for a meeting to occur outside working hours of the attendees, provided such space is available and IUOE Local 501 complies with all City and department rules, policies, and directions. Such meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager's Office and will indicate the date, time, and general purpose of the meeting for which the facilities are requested.

b) IUOE Local 501 understands and agrees that the City Manager may deny the request based on his/her judgment that the purpose of the meeting makes such use inappropriate.

7. Bulletin Boards

City agrees that IUOE Local 501 may use designated bulletin boards or portions of boards in each work location or shop in which Unit employees work. City and IUOE Local 501 shall jointly identify bulletin board space. Materials to be posted would include notices of IUOE Local 501 appointments and results of IUOE Local 501 elections, and notices of IUOE Local 501 meetings. A copy of all material to be displayed upon bulletin board shall be provided to the affected division manager or his/her designated representative. If the division manager objects to the contents of such material, he/she shall notify IUOE Local 501 staff or the steward. In such event, the materials shall not be placed on the bulletin board, based upon the division manager's objections, and, if an agreement cannot be reached between IUOE Local 501 and the division manager, the matter shall be referred to the Human Resources Director for resolution. IUOE Local 501 is responsible for posting and removal of material upon the designated bulletin board and for the neat and orderly maintenance thereof.

8. Distribution of IUOE Local 501 Materials

IUOE Local 501 may distribute materials on City premises, at locations designated by the City Manager, before and after scheduled working hours or in non-work areas during scheduled

working hours provided that both the employee distributing and the employee receiving such material are not on City time and so that such distribution shall not interfere with City operations.

ARTICLE 5

EMPLOYEE RIGHTS - PERSONNEL FILES

1. Review of Personnel Actions

No evaluation of a Unit employee performance, salary action, resolution of grievance, or disciplinary action shall be placed in the personnel file of such employee without such employee being afforded a reasonable opportunity to read and to receive a copy of such material. The Unit employee must acknowledge that he/she has read such material by affixing his/her signature to it. City understands that such signature does not necessarily indicate agreement by such employee of the content of the material. If the Unit employee refuses to sign, the material shall be placed in his/her personnel file with an appropriate notation by the person filing the material.

2. Personnel File Inspection

With the exception of confidential materials, such as letters of reference, examination rating sheets, and employment background investigations, a Unit employee shall have the right to inspect the contents of his/her personnel file, or he/she may designate in writing a steward or IUOE Local 501 staff to inspect his/her file.

ARTICLE 6

PERS/WAGES

1. Definition of Base Wages

Base wages shall mean the hourly rate of pay earned by a Unit employee within a salary range assigned by City to the classification occupied by the employee. Base wages do not include longevity pay, educational incentive award, overtime pay, standby pay, bilingual pay, cafeteria plan monies or other additional payments earned by a Unit employee pursuant to this MOU.

2. Increase in Base Wages

a.) There shall be no adjustment in the base wages of bargaining unit employees for fiscal years 2008-2009, 2009-2010 and 2010-11.

b.) By 30 January 2011, the parties will meet regarding a wage re-opener, as well as three (3) non-economic Articles contained in this collective bargaining agreement.

c.) Employee base wages shall be increased by two (2%) percent effective the first pay period beginning in January 2012. By 30 January 2012, the parties will meet regarding a wage re-opener, as well as three (3) non-economic Articles contained in this collective bargaining

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agreement.

d.) Employee base wages shall be increased by three (3%) percent effective the first pay period beginning in January 2013. By 30 January 2013, the parties will meet regarding a wage re-opener, as well as three (3) non-economic Articles contained in this collective bargaining agreement.

e.) Employee base wages shall be increased by three (3%) percent effective the first pay period beginning in January 2014. By 30 January 2014, the parties will meet regarding a wage re-opener, as well as three (3) non-economic Articles contained in this collective bargaining agreement.

3. Payment of Unit Employee's PERS Contribution

City shall pay that portion of each Unit employee's contribution to the Public Employees Retirement System (PERS) equal to seven percent of the wages upon which retirement contributions are computed. (This section applies to employees in y-rated positions.) This payment shall not be considered salary by City but shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code.

4. Payment of Unit Employee's PARS Contribution

a) Effective November 24, 2006, City shall pay that portion of each Unit employee's contribution to the Public Agency Retirement System (PARS) equal to 5.25% of wages upon which retirement contributions are computed.

b) This payment shall not be considered salary by City but shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code. The Unit employee shall contribute to PARS 5.3% of base wages from November 24, 2006, until amended by a new or revised MOU. Any fluctuation on the rate charged by PARS in the future will be reflected in the rate paid by the City.

ARTICLE 7

SALARY PLAN

1. Original Appointment of Unit Employee

City agrees that the beginning base wages of a Unit employee upon original appointment to a classification within the Unit shall be no less than the minimum designated base wages for that classification.

2. Adjustment in Base Wages

If the original appointment to a position is at the "A" step, a Unit employee shall be eligible for advancement to the "B" step twenty-six weeks after original appointment date and to the "C," "D," "E," "F" and "G" steps fifty-two weeks thereafter, respectively, conditioned upon satisfactory performance. Such periods may be extended when, due to a lengthy absence of such

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employee, a department director does not have a sufficiently reliable basis for evaluating such employee's performance. Such advancement shall be made unless the department director recommends and the City Manager approves withholding such advancement. Unpaid leave in excess of five consecutive work days shall not be considered for purposes of satisfying these time periods.

3. Effective Date of Adjustment

The effective date of the step increase beyond the "A" step shall be determined as follows:

a) When the step advancement date is between the first and seventh days inclusive of a biweekly pay period, the step advancement shall be effective as of the beginning of the biweekly pay period.

When the step advancement date is between the eighth and fourteenth days of a biweekly pay period, the step advancement shall be effective as of the beginning of the next biweekly pay period.

4. Merit Increases for Exceptional Performance

When the City Manager determines, based on a department director's recommendation, that a Unit employee has demonstrated an exceptional level of job performance and efficiency in his/her position, the City Manager may increase the base wages for that employee (and may exceed the top of the salary range established for the classification).

5. Payroll Period - Biweekly

Unit employees shall accrue sick leave and vacation leave pay and be paid base wages on a biweekly basis. The payroll checks for each pay period shall customarily be issued to authorized representatives of City departments/divisions not later than the Friday following the end of each biweekly pay period. However, in cases where the Friday payday falls on a holiday, payroll checks shall be issued before the end of the prior work day.

6. Pay on Separation from Service

When a Unit employee is separated from service, all wages and benefits then due such person from City service shall be paid in accordance with the regular payroll processing upon completion by the Unit employee of the required check-out process. City agrees to make reasonable effort to pay such employee all earned leave balances and outstanding salary within two weeks from the date of separation from the City, and in no event later than three weeks from the date of separation from the City.

7. Effective Date of Adjustments

The effective date of any increase in a Unit employee's base wages shall occur at the beginning of a pay period.

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ARTICLE 8
PROMOTIONS

1. Promotion Process

The parties agree that it is within the City's sole discretion to determine if a job posting shall be 'closed promotional' or open to the public.

If the job posting is open to the public, internal applicants shall receive primary consideration ONLY if they meet the following criteria:

- a) All internal applicants must have fulfilled and completed their probation in the job they hold prior to making an application for a promotional position;
- b) All internal applicants must meet the minimum qualifications for the posted position and their application must provide evidence of these qualifications; and
- c) All internal applicants must be an employee in good standing. Within the meaning of this article good standing is when the applicant does not have any open discipline and has not been disciplined within the past twelve (12) months.

All internal applicants must successfully complete every phase required for the posted position, including, but not limit to background screenings, objective testing, medical testing, panel interviews and department level interviews.

The parties agree when the City posts a job that is open to the public, those internal candidates scoring the highest on whatever initial testing is required by the City, shall be placed above external applicants in this order: regular full-time employees and limited benefit employees.

2. Promotions

In the event that a Unit employee is promoted from one classification to another, such employee's beginning base wages shall be at least five percent greater in amount than such employee's current base wages. However, the new base wages shall in no event be greater in amount than the maximum base wages of the higher classification to which the Unit employee is promoted, regardless of percentage of increase. For purposes of step increases thereafter, the promoted employee's advancement date shall be based on the date of the step increase received upon promotion.

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ARTICLE 9

LONGEVITY PAY

Unit employees who have completed five regular full-time years of service shall be paid a sum equal to one percent of the base wages paid to the employee. Unit employees who have completed ten regular full-time years of service shall be paid an additional one percent, making a total of two percent of the base wages paid to such employee. Unit employees who have completed fifteen regular full-time years of service shall be paid a sum equal to an additional one percent, making a total of three percent of the base wages paid to the employee. The additional payment for longevity of service shall be made at each time any installment of base wages is made to such employee.

ARTICLE 10

OVERTIME COMPENSATION

1. Entitlement to Compensation

When a Unit employee is assigned and works beyond forty hours per designated one hundred sixty-eight consecutive hours work period, such employee is entitled to overtime compensation.

2. Leave as Time Worked for Overtime Compensation

Duly authorized paid holiday leave, vacation leave, sick leave and jury duty leave shall be considered as time worked for the purposes of determining a Unit employee's eligibility for overtime compensation. All other duly authorized paid leave time shall not be considered as time worked for the purposes of determining a Unit employee's eligibility for overtime compensation.

3. Authorization of Overtime Work

A Unit employee shall be compensated for overtime work only if assigned to such work by an authorized representative of City.

4. Offer of Overtime

City agrees to offer overtime work to regular, full-time Unit employees before offering overtime work to temporary (non-benefitted) employees to fill in for positions that are customarily filled by regular, full-time employees. City shall maintain a list indicating the offers of overtime to regular, full-time Unit employees. The list shall include the name of the regular, full-time employee, the date, time, and reason given for the rejection of overtime by the regular full-time employee. City reserves the right to offer overtime to regular (benefitted) employees to fill in positions that are customarily filled by non-benefitted employees.

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5. Regular and Overtime Compensation

a) A Unit employee's regular rate of pay shall include base wages, longevity pay, educational incentive award, bilingual pay, shift differential pay and standby pay.

b) A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest tenth of an hour.

c) In lieu of cash payment for overtime hours worked, a Unit employee may request to accrue compensatory time-off credits at the rate of one and one-half hours credit for each overtime hour worked, up to a maximum accumulation of one hundred hours, subject to the approval of the City Manager. The request for compensatory time-off credits must be made at the time the overtime is worked.

d) City shall pay the Unit employee the value of compensatory time-off credits accumulated in excess of eighty hours during the last pay period in the City fiscal year.

e) Use of compensatory time-off credits in excess of forty hours are subject to the Unit employee providing his or her division manager with a seven calendar day advance notice.

f) A Unit employee use of compensatory time-off credits shall be subject to approval and scheduling by the division manager.

6. Meal Allowance

Unit employees assigned to work double or back-to-back shifts shall be paid a ten-dollar meal allowance per extra shift.

ARTICLE 11

STANDBY PAY

1. Controlled Standby

a) When a regular full-time Unit employee is required and assigned to remain at home for immediate emergency callback at times that such employee is not otherwise scheduled to be nor is on duty, such employee shall be compensated for such standby hours that he remained at home at the applicable minimum wage, or such other minimum wage as required by the Fair Labor Standards Act (FLSA).

b) For purposes of this Section 1 and compliance with the FLSA, controlled standby shall mean standby time during which the Unit employee is required to remain at the employee's home (or to leave a telephone number where the employee can be reached) and the Unit employee is expected to report to work within thirty minutes or less. If judicial and/or Department of Labor interpretation determines that controlled standby reporting time is more or less than that specified above, such time limit shall be adjusted accordingly.

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c) Notwithstanding anything else to the contrary, a Unit employee on standby on a holiday under Article 32 of this MOU shall receive eight hours straight-time pay during his/her normal shift hours for being "on duty" plus eight hours added to his/her vacation balance. Further, if a Unit employee on standby works on a holiday, the employee shall receive the straight-time pay and vacation leave set forth herein and shall be paid one-half times pay for all time worked.

2. Uncontrolled Standby

a) Except as provided for in Section 1, above, when a regular full-time Unit employee is assigned to be available for callback at times that such employee is not otherwise scheduled to be nor is on duty, the Unit employee shall be compensated for such standby hours that he/she remained available at one dollar and twenty-five cents (\$1.25) per hour.

b) Notwithstanding anything else to the contrary, a Unit employee on standby on a holiday under Article 32 of this MOU shall receive eight hours straight-time pay during his/her normal shift hours for being "on duty" plus eight hours added to his/her vacation leave balance. Further, if a Unit employee on standby works on a holiday, such employee shall receive the straight-time pay and vacation leave set forth herein and shall be paid one-half times pay for all time worked.

ARTICLE 12

CALLBACK PAY

1. Unscheduled

A Unit employee called back to work after leaving work from a shift or called back to work while on standby shall be entitled to a minimum of two hours of overtime compensation, or two hours of compensatory time credits subject to the provisions of Article 10, Section 4(c). During these times the Unit employee is entitled to pay under this Article, he/she shall not be credited with standby pay under Article 11.

2. Scheduled

A Unit employee scheduled for overtime which requires such employee to return to work after going home from a shift shall be entitled to a minimum of one hour of overtime compensation, or one hour of compensatory time credits subject to the provisions of Article 10

9, Section 4(c). During the times the Unit employee is entitled to pay under this Article, he/she shall not be credited with standby pay under Article 11.

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ARTICLE 13

COMPENSATION FOR NIGHT WORK

1. Five Percent Increase

Those regular full-time Unit employees who work fifty percent or more of their work shift between 6:00 p.m. and 7:00 a.m. shall receive a five percent increase in base wages for the entire shift worked. If a Unit employee works into the next shift, the Unit employee shall be paid this five percent increase in base wages for those additional hours worked.

2. Ten Percent Increase

Those regular full-time Unit employees who work fifty percent or more of their work shift between 12:00 a.m. and 6:00 a.m. shall receive a ten percent (10%) increase in base wages for the entire shift worked. If a Unit employee works into the next shift, the Unit employee shall be paid this ten percent (10%) increase in base wages for those additional hours worked.

ARTICLE 14

BILINGUAL PAY

1. Rate of Bilingual Pay

Effective December 29, 2007, a regular, full-time Unit employee shall receive bilingual pay at the rate of thirty dollars biweekly to the extent such employee is required to provide bilingual services as determined by the City Manager.

2. Conditions for Receipt

Bilingual pay shall be paid subject to a Unit employee satisfying the following conditions:

a) The Unit employee's position has been designated by the City Manager as one qualifying for bilingual pay on the basis that:

- 1) The predominant and primary focus of the position is to communicate in person or by telephone with members of the public in connection with providing City services and the Unit employee on a regular ongoing basis in the course of carrying out usual job duties, is called upon to utilize Spanish in communicating with the members of the public, or
- 2) On a regular, daily basis the Unit employee is called upon by the City to provide Spanish/English interpretation or translation services for other City employees in connection with the performance of the usual job duties of such other employees.

b) The Unit employee is determined by the City Manager to be fluent in both Spanish and English and such employee possesses and displays a sensitivity for the cultural needs of the City's Spanish-speaking population.

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ARTICLE 15

OUT-OF-CLASS PAY

1. Conditions for Receipt

A Unit employee who is temporarily required to serve in a regular authorized position in a classification with a higher salary range (higher classification) than such employee currently serves in shall be compensated higher base wages in accordance with the following terms and conditions:

a) The Unit employee must assume the responsibilities of the higher classification.

b) The Unit employee's time worked in a higher classification shall not be counted toward the completion of probationary requirements in the higher classification.

2. Conditions for Non-Authorization

Out-of-class pay is not authorized, for example, if the organization of a division is such that each Unit employee carries on his/her usual job duties during the temporary absence of a division manager, without the direction which the division manager would provide on a longer term basis.

3. Limits on Out-of-Class Pay

A Unit employee satisfying the terms and conditions of this Article shall be compensated at the minimum base wages established for the higher classification or five percent above such employee's current base wages, whichever is greater. However, in no event shall such employee receive an amount greater than the base wages for the maximum step for the higher classification or more than ten percent above the Unit employee's current base wages.

4. Temporary Promotion Time Limits

A temporary promotion will not exceed one hundred and eighty (180) days unless an extension is mutually agreed to by the City Manager and IUOE Local 501.

ARTICLE 16

DEFERRED COMPENSATION

Unit employees shall continue to have the right to participate in a deferred compensation program so long as such program is offered by the City.

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ARTICLE 17

TUITION REIMBURSEMENT

1. Amount of Reimbursement/Conditions

City shall pay up to fifty percent of the costs of tuition, registration fees, laboratory fees, and books to a maximum of five hundred dollars per Unit employee per City fiscal year for work-related courses presented by accredited academic institutions, subject to the following conditions:

a) Only full-time Unit employees shall be eligible for reimbursement.

b) Courses that qualify for this reimbursement are those that directly relate to the Unit employee's duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher.

c) Courses that do not qualify for this reimbursement are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training such employee has already received, and those for which such employee received reimbursement from any other source.

d) There shall be no obligation for City to reschedule the work hours of any Unit employee to facilitate attendance at any course of study.

2. Limits on City's Obligations

City assumes no obligations other than those expressly provided for in this Article, nor does City assume any liability that might relate to a Unit employee's voluntarily pursuing course work which may entitle him/her to reimbursement under this Article.

ARTICLE 18

PERSONAL PROPERTY REIMBURSEMENT

1. Conditions for Reimbursement

Through no fault of their own, when Unit employees have an item of personal property damaged or stolen while in the performance of City duties, and when that item is necessarily worn, carried or required as part of the job, the Unit employee may submit a claim for reimbursement to the Human Resources Director. Such claim must be filed within five working days after the loss occurred.

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2. Amount of Claim

The minimum claim shall be for ten dollars per loss. Claims of under ten dollars shall not be paid. The maximum amount City shall pay a Unit employee who is eligible to receive Tool Allowance (Article 20) is five hundred dollars in one calendar year. The maximum amount City shall pay any other Unit employee is two hundred fifty dollars in one calendar year.

3. Level of Reimbursement

a) Reimbursement will be based on the depreciated value of the item at the time of the loss or damage, or cost of repair, whichever is less, after offset for any insurance reimbursement the Unit employee receives.

b) The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost or the repair cost of items that are repairable, whichever is less, less any insurance payment the Unit employee receives. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to the ten dollar minimum claim limit and the annual maximum of two hundred fifty dollars.

c) Stolen or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to the annual maximum of two hundred fifty dollars. A Unit employee shall be reimbursed for such stolen or damaged watches subject to a ten-dollar deductible.

4. Exclusions

The damage or theft of jewelry, automobiles or automobile equipment, and tools and uniform items covered by a City allowance will not be reimbursable.

ARTICLE 19

EDUCATIONAL INCENTIVE AWARD

1. Compensation

City agrees to continue its educational incentive award program for all Unit employees, except classifications requiring a Bachelor's Degree that complete 30 work-related college semester units above the minimum education requirements for the position. The educational incentive shall consist of a two and one-half percent increase in base wages.

2. License and Certification

City agrees to continue existing reimbursements to Unit employees for the cost of obtaining or renewing licenses/certifications required for the Unit employee to perform his/her duties. Reimbursement shall include test fees and renewal costs. City through its City Manager agrees to maintain the management labor committee, to address various labor management issues covered under this MOU.

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ARTICLE 20

TOOL ALLOWANCE

City shall provide the following tool allowances to regular Unit employees assigned to the classifications listed below. The tool allowance shall be paid in lump sum as part of such employee's first pay period beginning in October each year. A pro-rata portion of the tool allowance shall be paid to a Unit employee upon separation from service if the separation occurs before October of each year. Unit employees with less than a full year's service in the classification in October of each year shall receive a pro-rata portion of the tool allowance.

<u>Classifications</u>	<u>Amount</u>
Fleet Services Mechanic I/II	\$600.00
Fleet Services Maintenance Worker	\$600.00
Senior Fleet Services Mechanic	\$600.00

ARTICLE 21

MILEAGE COMPENSATION

1. Reimbursement Required

When Unit employees are required by City to use their personal vehicles to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, City shall compensate such employee as provided herein.

2. Claim Procedure

Unit employees shall make claims for mileage compensation in accordance with a periodic schedule specified by City. The Unit employee shall submit the claim to the division manager on the designated City form, duly completed and signed by such employee.

3. Insurance for Regular Users

Unit employees who are "regular users of personal vehicles" shall be compensated at the rate determined by the City Manager, and shall have in effect and have submitted to City a copy of a certificate of automobile insurance confirming that the insurance policy provides no less than one hundred thousand dollars public liability/property damage coverage, and that the policy names City as an additional insured. "Regular users of personal vehicles" means Unit employees who are required by City, in the performance of their duties, to drive their own personal vehicles on a regular, continuing and usual basis, and in fact so use their vehicle.

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4. Reimbursement for Other than Regular Users

Unit employees who are not regular users of personal vehicles but otherwise qualify under Section 1, and meet the provisions of this Article, shall be compensated at the mileage rate authorized by the Internal Revenue Code.

ARTICLE 22

UNIFORM ALLOWANCE

1. Designated Employees

City shall provide uniforms, or portions of uniform costs, or uniform service, to each Unit employee required by the City to be "uniformed." Unit employees designated as "uniformed" are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by such employee.

2. PERS Reporting

City shall report to PERS the cost of uniforms, excluding safety equipment, for Unit employees required by the City to be uniformed. The cost of uniforms for reporting purposes shall be averaged by classification and shall fall into one of the following three amounts: \$75.00, \$150.00 or \$250.00.

ARTICLE 23

INSURANCE

1. Health Insurance Statutory Contribution

City shall continue to contribute the amount required under California Government Code section 22892 towards the payment of premiums under City's health insurance plan on behalf of each Unit employee and, to the extent required by law, each eligible retiree. Each Unit employee shall have the option to enroll in one of the health insurance plans offered by City.

2. Life Insurance

City shall continue to pay one hundred percent of the current premium for employee-only coverage under the existing level of benefits for life insurance.

3. Dental Insurance

City shall continue to provide one or more family dental insurance plans. Unit employees may be enrolled in a dental insurance program provided by the City. Unit employees shall be eligible to enroll in the Delta Premier Care Program, the Delta Care Program, Goldenwest Dental HMO or other dental programs offered by the City.

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4. Cafeteria Plan

a) City shall maintain an insurance Cafeteria Plan for Unit employees. A full-time Unit employee shall have credited to his/her account the sum of one hundred sixty-nine dollars and eight cents biweekly until the enrollment of the Unit employee in the dental insurance program set forth in Section 3 above at which time the City shall contribute to the Cafeteria Plan the sum of one hundred ninety-nine dollars and ninety-one cents. Effective November 23, 2008, City shall contribute to the Cafeteria Plan the sum of two hundred seventeen dollars and eight cents biweekly.

b) Cafeteria Plan monies shall be earned and payable on a biweekly basis as reimbursement for biweekly premiums paid by Unit employees for City and/or IUOE Local 501-sponsored health, dental, long-term disability and life insurance premiums. To the extent legally possible all deductions for insurance premiums will not be taxable in accordance with Section 125 of Internal Revenue Service Regulations. Any monies not used by Unit employees to pay for City and/or IUOE Local 501-sponsored insurance programs shall be reimbursed to Unit employees biweekly.

c) Cafeteria Plan monies shall be subject to State and federal taxes, but shall not be considered wages for retirement purposes or retirement calculations.

5. Vision Plan

If IUOE Local 501 makes available to Unit employees a IUOE Local 501-sponsored vision insurance plan, City shall make cafeteria plan deductions from the Unit employee's compensation in accordance with Article 4, Section 4 of this MOU.

6. Flexible Savings Plan

Unit employees are eligible to participate in the City flexible spending account as provided under Section 125 of the Internal Revenue Tax Code.

ARTICLE 24

VACATION LEAVE

1. Accrual

Effective December 29, 2007, full-time Unit employees shall earn vacation leave for each biweekly pay period of service or major fraction thereof, as set forth in the following table:

Years of Service	Vacation Credit for Full-Time Service Hours Per Biweekly Period	No. of Hours of Vacation Earned for 26 Pay Periods
Less than 5	4.08	106.14
5 but less than 6	4.69	122.00

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Years of Service	Vacation Credit for Full-Time Service Hours Per Biweekly Period	No. of Hours of Vacation Earned for 26 Pay Periods
6 but less than 7	5.00	130.06
7 but less than 8	5.31	138.12
8 but less than 9	5.62	146.18
9 but less than 10	5.92	153.98
10 but less than 11	6.23	162.04
11 but less than 12	6.54	170.10
12 but less than 13	6.85	178.16
13 but less than 14	7.15	185.96
14 but less than 15	7.46	194.02
15 or more	7.77	202.08

2. Scheduling

Accrued vacation leave may be taken at one time, or it may be taken several days at a time. The vacation leave is to be scheduled between the Unit employee and the division manager in such a manner that such employee's absence will not impair division operations.

3. Carrying Forward

Ordinarily, vacation leave shall be taken as earned or within the calendar year following the year that vacation time is accrued. However, vacation time may be carried forward to the following calendar year in accordance with the following provisions:

a) The maximum amount of vacation leave a Unit employee may carry forward as of the last complete pay period in the calendar year shall not exceed twice the number of hours of vacation leave that such employee currently earns in twenty-six biweekly pay periods.

b) The City Manager may waive the maximum amount of vacation leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.

4. Redemption

a) After five (5) years of regular full-time service, a Unit employee may receive pay in lieu of up to forty (40) hours of vacation leave. The employee may seek to cash out the forty (40) hours two (2) times per year, i.e. twenty (20) hours in July and twenty (20) hours in December.

b) After ten (10) years of regular full-time service, a Unit employee may receive pay in lieu of up to eighty (80) hours of vacation leave. The employee may seek to cash out the eighty (80) hours two (2) times per year, i.e. twenty (20) hours in July and sixty (60) hours in December.

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c) After fifteen (15) years of regular full-time service, a Unit employee may receive pay in lieu of up to one hundred twenty (120) hours of vacation leave. The employee may seek to cash out the one hundred twenty (120) hours two (2) times per year, i.e. twenty (20) hours in July and one hundred (100) hours in December.

d) All requests must be made by the employee, in writing, using a City form and, said requests must be submitted to Human Resources during the months of July and December for the employee to receive the redemption.

5. Severance Pay

Any Unit employee who leaves the service of the City shall be paid for accrued vacation leave to which such employee is otherwise entitled at his/her then current base wages plus any longevity pay, educational incentive pay, and bilingual pay being earned as of the effective date of separation from City service.

6. Illness or Sickness During Vacation Leave

When a Unit employee is injured or becomes sick while on authorized vacation leave and is committed to a hospital or confined to a bed by a physician, such employee may exchange sick leave on an equal time basis for vacation leave in accordance with the following provisions:

a) Upon such injury or sickness, or as soon thereafter as is reasonably practical, the Unit employee must notify the department director of the injury or sickness.

b) The Unit employee must, upon return to work, provide to the City a declaration from the attending medical provider confirming the injury or sickness that must include a notation as to the number of days that such employee would have been unable to work.

c) If the Unit employee's injury or sickness continues, or is expected to continue, beyond the currently approved vacation leave, the employee shall notify the division manager as soon as he/she has knowledge of the need for sick leave beyond the end of the vacation leave. In any event, the Unit employee shall notify the division manager no later than the start of the shift on the day such employee is scheduled to return to work from the vacation leave.

ARTICLE 25

SICK LEAVE

1. Accrual

Full-time Unit employees earn three and seven-tenths hours of sick leave for each biweekly pay period of service or major fraction thereof.

2. Maximum Limit

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A Unit employee may accumulate sick leave without maximum limit but in no event shall City have any liability for cash-out or conversion of hours in excess of six hundred except as otherwise provided below.

3. Sick Leave Conversion to Vacation Leave

After five years of regular full-time service, at the end of the last complete pay period of each calendar year, any of that calendar year's accrued but unused sick leave in excess of the six hundred hour authorized maximum sick leave accumulation may be converted by a Unit employee in accordance with Article 24, Section 3, to vacation leave, effective the first pay period of the next calendar year on a 1:1 ratio.

4. Notification to Division Manager

a) If a Unit employee is absent because of injury or sickness, he/she is required to notify the division manager of such injury or sickness at least thirty (30) minutes before the shift begins, or within one-half hour after the start of the shift if there is not a scheduled employee designated to take the call before the start of the shift.

b) Sick leave requests for absence beyond three (3) days may require documentation by a licensed physician or other means of verification acceptable to certify the appropriateness of leave.

c) When absences are properly scheduled with the division manager, leaves of absence for necessary dental, optical, or other medical attention shall be considered as sick leave.

5. Pregnancy

The benefits of this Article apply to disability caused by pregnancy.

6. Uses

Accumulated sick leave may be used for illness or off-duty injury which causes the Unit employee to be disabled and unable to perform his or her usual duties or for properly scheduled medical appointments as per Section 4 above.

7. Penalty for Abuse

Sick leave is a Unit employee's privilege and not an absolute right. Violations of sick leave privilege will result in disciplinary action including loss of pay.

A employee shall be counseled by the employee's supervisor, regarding the employee's absence(s), if any of the following occur:

a) The employee exceeds 96.2 hours of absence, for any reason, during one (1) fiscal year;

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b) There is a pattern of absences by the employee such as, but not limited to, on days before or after holidays, or on days before or after weekends; or

(c) The employee's supervisor reasonably believes the employee is misusing sick leave.

Such counseling shall take place to help the employee's supervisor understand the circumstances surrounding the absence(s) and/or to assist the Unit employee as needed.

8. Payment Upon Separation from Service

City will redeem fifty percent of accumulated, unused or unredeemed sick leave, not to exceed six hundred hours, upon death, retirement or separation from service to those Unit employees with a minimum of five years regular full-time service. The Unit employee shall be paid for these sick hours at such employee's then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

9. Temporary Modified Duty

The City may assign Temporary Modified Duty (TMD) to an employee who has been released to work with restrictions by a medical doctor. In order for an employee to be placed on in a TMD assignment, the work must be available and the employee must be qualified to perform the essential functions of the assignment with or without reasonable accommodation.

The Human Resources Department shall contact Department Directors to determine whether a TMD assignment exists that fits within the employee's restrictions and limitations as defined by the employee's physician. The Human Resources Department may be notified of existing TMD assignments by employees other than the City's Department Directors. The Human Resources Department shall contact the TMD-eligible employee if an assignment exists that falls within the employee's work restrictions.

TMD assignments shall be for ninety (90) days. Five (5) days prior to the conclusion of the assignment, the Human Resources Department shall determine if any other TMD-eligible employees are waiting for a TMD assignment. If there is a TMD-eligible employee waiting to be assigned and no other assignment is available, except the work being done by the employee concluding the ninety (90) day assignment, that employee will conclude the TMD assignment. If there is no TMD-eligible employee waiting for an assignment or there are additional assignments available, the employee occupying the assignment shall be extended on a week-to-week basis as work remains available, not to exceed an additional ninety (90) days.

At no time shall any TMD assignment be considered a regular permanent assignment, to which the employee is entitled.

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ARTICLE 26

LEAVE OF ABSENCE WITHOUT PAY

City shall provide leaves of absence without pay under the current policy and shall endeavor to return the absent Unit employee to his/her former position upon such employee's return to work.

ARTICLE 27

BEREAVEMENT LEAVE

1. Conditions

The division manager may grant up to three shifts leave of absence with pay to any eligible Unit employee on the death of any member of such employee's immediate family. Immediate family shall include only the following individuals related to the Unit employee or such employee's spouse by reason of blood line, marriage, adoption, or foster care: parents, grandparents, spouse, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), and any blood relative(s) living in the immediate household.

2. Notice to Division Manager

The Unit employee immediately on return from bereavement leave shall furnish to the division manager some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

3. Hours of Bereavement Leave

City agrees to grant a Unit employee a maximum of three (3) work days of bereavement leave. The number of hours granted as bereavement leave for any given day will be based on such employee's customary work schedule.

ARTICLE 28

FAMILY AND MEDICAL CARE LEAVE

1. Rights and Obligations

To the extent not already provided for under current leave policies and provisions, City will provide family and medical care leave for eligible Unit employees as required by State and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California Family Rights Act ("CFRA") (Government

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Code Section 112945.2). Unless otherwise provided by this Article, "Leave" shall mean leave pursuant to the FMLA and CFRA.

2. Eligibility

A Unit employee is eligible for family and medical care leave only if he/she has been employed for at least twelve months and has worked at least 1250 hours during the twelvemonth period immediately preceding the commencement of leave.

3. Leave Period

An eligible Unit employee is entitled to a total of 12 work weeks of leave during a 12-month period calculated from January to December. The City shall designate the start of the leave as the first day that the employee is absent from work.

4. Exhaustion of Accrued Leaves

If a Unit employee requests leave for any reason permitted under the FMLA or CFRA, he/she must exhaust all accrued leaves (except sick leave) during the FMLA or CFRA leave period. If a Unit employee requests leave for his/her own serious health condition, in addition to exhausting other accrued leaves, such employee shall also concurrently exhaust sick leave.

ARTICLE 29

JURY DUTY

1. Conditions

If a Unit employee is called for jury, he/she shall be granted a leave of absence with pay provided that:

a) The division manager has been notified by the Unit employee of the jury duty summons.

b) The division manager could not obtain an excuse for the Unit employee from serving on the jury, in those instances where the employee could not be conveniently spared from his/her City duties at the time.

c) The Unit employee refunds to the City fees received for jury duty service except travel and actual expense reimbursement as follows:

- 1) A Unit employee summoned for and assigned jury duty for five days or less may retain the jury service fee paid for jury service.
- 2) A Unit employee summoned for and assigned jury duty for five days or less may decline payment of the jury service fee.

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3) A Unit employee summoned for and assigned jury duty for six or more days is required to accept the payment for jury service and to refund to the City Treasurer all fees for jury service except travel reimbursement.

d) City agrees that during jury service, Unit employees ordinarily assigned to afternoon and night shift shall be temporarily assigned to the day shift. City also agrees that the number of hours granted as jury/witness leave for any given day will be based on the Unit employee's customary work schedule.

e) City agrees that while the Unit employee is on jury duty, the time paid to the Unit employee as jury duty leave shall be considered as time worked for overtime purposes.

ARTICLE 30

MILITARY LEAVE

Unit employees shall be entitled at a minimum to the military leave benefits as provided in the California Military and Veterans Code or as otherwise enhanced by City Council action.

ARTICLE 31

INDUSTRIAL DISABILITY COMPENSATION

1. Entitlement

An Unit employee incapacitated from work because of an injury or sickness arising out of and suffered in the course of City employment is entitled to City industrial disability compensation as provided herein.

2. Amount

During the period that any Unit employee is temporarily disabled, such employee shall receive City industrial disability compensation equal to seventy-five percent of his/her base wages plus any longevity pay, educational incentive award, and bilingual pay for the period of his/her temporary disability, but not to exceed a total period of twenty-six weeks for any one injury or sickness nor twenty-six weeks per twelve consecutive months for all injuries or sickness.

3. Condition of Eligibility

As a condition of receiving such industrial disability compensation, a Unit employee shall assign to City all temporary disability payments for industrial disability compensation or rehabilitation. A Unit employee who is temporarily disabled shall not be considered to be in a City service status for the purpose of accruing paid leave benefits.

4. Cessation of Benefits

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Industrial disability compensation shall cease when the City Manager determines on the basis of medical evidence that the Unit employee is no longer temporarily disabled. The Unit employee shall have the right to submit written medical evidence secured by such employee to the City Manager for the City Manager's consideration before the City Manager makes such determination; so long as such submission is made by the Unit employee on a timely basis as determined by the City Manager. City assumes no expense or liability in connection with such voluntary submission by a Unit employee. The City Manager's determination shall be adjusted to conform to any decision of the Workers' Compensation Appeals Board as to when the injury becomes permanent and stationary.

5. Conversion of Other Leave

If a Unit employee is temporarily disabled and unable to return to work on account of such temporary disability after the maximum period provided for in Section 2 above, such employee may elect to convert accumulated sick leave, accumulated vacation leave, or both, into supplementary industrial disability compensation. The amount of leave that may be converted is that amount which will provide supplementary disability indemnity benefits to afford a combined total amount equal to the Unit employee's base wages plus any longevity pay, educational incentive award, and bilingual pay during the period of temporary disability.

6. Report of Injury or Sickness

In the event of injury or sickness occurring at work, a report of the injury or sickness must be made by the Unit employee to his/her department director without delay. Report of an injury or sickness is mandatory for eligibility to receive benefits provided in this section. When the Unit employee returns to work, a copy of a medical provider's release must be submitted to the division manager.

ARTICLE 32

HOLIDAY LEAVE

1. Designation of Holidays

For Unit employees, City shall observe the following holidays:

New Year's Day (January 1st)

Martin Luther King's Birthday (the third Monday in January)

Presidents' Day (the third Monday in February)

Cesar Chavez Birthday (March 31st)

Memorial Day (the last Monday in May)

Independence Day (July 4th)

Labor Day (the first Monday in September)

Veterans' Day (November 11th)

Thanksgiving Day (by Presidential proclamation, usually the fourth Thursday in November)

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The day after Thanksgiving
Christmas Eve, ½ shift (December 24th)
Christmas Day (December 25th)
New Year's Eve, ½ shift (December 31st)

2. Holiday Leave Hours

Unit employees shall be credited with holiday leave hours for all City observed holidays based upon the assigned customary daily work schedule of the Unit employee sufficient to compensate the Unit employee for all hours regularly worked by such employee.

3. Holidays on Weekends

a) City-observed holidays which fall on Sunday shall be observed on the following Monday. City-observed holidays which fall on a Saturday shall be observed on the preceding Friday.

b) Unit employees who are in paid status on the day that a holiday occurs shall be granted time off, or compensatory time off, or overtime compensation as appropriate.

c) Unit employees required to work on a City-observed holiday shall be paid one and one-half their regular rate of pay for hours actually worked, or accrue compensatory time credits at one and one-half hours for each hour actually worked, in addition to receiving straight time pay for said holiday.

d) For these Unit employees working an alternate work schedule (4/10 or 9/80), when a holiday is observed on such employee's day off, the City may adjust such employee's work schedule for the week of the holiday.

ARTICLE 33

PART-TIME EMPLOYEES

a) Part-time Unit employees shall be entitled to the wages and benefits (including paid leaves) provided for in this MOU in a pro-rated amount of one-half or three-quarters, based on such proportion of full-time service as is specified by City for the part-time position. However, part-time Unit employees are not entitled to any benefits under Article 9, Longevity Pay; Article 14, Bilingual Pay; and Article 19, Educational Incentive Award Program. Under Article 7, Section 2, Adjustment in Rate of Base Wages, the required periods for advancement shall be extended so as to equate to the hours worked factors specified for full-time employees. Part-time Unit employees shall receive a pro-rated Cafeteria Plan amount specified in Article 23, Section 4, less the amount previously provided for dental insurance (\$30.83 biweekly). In addition, part-time Unit employees shall not be eligible for any benefits under Article 23, Insurance, for which they are not eligible due to the conditions of City's insurance plan (such as dental coverage).

b) The parties agree that all employees currently designated as "Limited Benefit Employees" (LBEs) who perform any IUOE Local 501 bargaining unit work shall be accreted immediately

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into the IUOE Local 501 bargaining unit. Starting immediately, IUOE Local 501 shall represent all the above-described LBEs on all matters covered within the scope of bargaining as defined in the Meyers Miliars Brown Act.

The current collective bargaining agreement shall not apply to the accreted employees described above. The parties shall commence negotiations at times and places agreed upon mutually, but in no event later than January 2, 2010, regarding the accreted employees described above, as it applies to the terms and conditions of their employment with the scope of bargaining as defined in the Meyers Miliars Brown Act.

The terms and conditions of the Limited Benefit Employees employment shall not change or be altered from their current status, but shall be subject to collective bargaining heretofore.

c) For limited benefited employees ONLY in the following Divisions/Departments: Housing, Fleet Services, Facilities Maintenance, Recreation, Water and Waste Water, the City shall endeavor to provide opportunities for these employees to become regular full-time employees by December 2011.

ARTICLE 34

AMERICANS WITH DISABILITIES ACT

The City shall take all actions necessary to comply with the Americans with Disabilities Act (ADA).

ARTICLE 35

HOURS OF WORK

The work schedule for regular full-time Unit employees shall consist of eighty hours during a fourteen-day pre-established pay period. Unit employees shall be given five working days' notice before a change in shift. City agrees to schedule Unit employees for consecutive days off whenever feasible.

ARTICLE 36

TRANSFER

1. Conditions

For purposes of this Article, "transfer" means a change from one position to another position having substantially the same salary range. Transfer shall not be used to effectuate a promotion, demotion, or to impose disciplinary action. However, a Unit employee may be transferred for the purpose of facilitating a more satisfactory level of performance by such employee. Upon approval of the City Manager, and after notice to the affected Unit employee, such employee

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may be transferred at any time. There shall be no change in the Unit employee's step advancement date upon transfer.

2. Probationary Period After Transfer

If a transfer is effected at the request of a Unit employee, the City Manager may, as a condition of approving the transfer, require that such employee serve a probationary period in the new position, unless the Unit employee previously held permanent status in the position transferred to.

ARTICLE 37

SENIORITY

a) City shall use seniority for a full-time Unit employee within any classification to determine a shift assignment, driving routes, days of work, vacation leave and compensatory time off.

b) When operational requirements override the use of seniority for a shift assignment or duty assignment, City shall furnish the affected Unit employee with a written description of these operational requirements. Seniority shall not be the sole basis for rotational lead assignments or working out-of-class assignments.

ARTICLE 38

RESIGNATION

1. Advance Notice

A Unit employee may resign from City service at any time. A Unit employee resigning from City service, however, shall give a minimum of two weeks' notice to his/her division manager in order to enable City to make proper provisions for filling his/her position. If the Unit employee fails to provide at least two weeks' notice, City may enter on such employee's service record the statement, "Released with Prejudice."

2. Forfeiture of Privileges

Upon resignation, the Unit employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section 3.

3. Reinstatement

Any Unit employee who has resigned from City service may apply for reinstatement within one year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation. The Unit employee will have no other

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rights, privileges, or benefits accrued by him/her in his/her previous employment. This section will not apply to reinstatement after military service.

ARTICLE 39

REDUCTION IN FORCE

1. Definitions

a) For purposes of this Article, "City Length of Service" is defined as the Unit employee's total continuous service in regular City employment.

b) For purposes of this Article, "Displacement Rights" is defined as those rights accruing to regular Unit employees only. These rights, commonly referred to as "bumping rights," allow a laid off Unit employee to displace another Unit employee currently occupying a position in a classification previously held by the laid off Unit employee in the manner specified under the section entitled "Displacement Rights" and contained in this Article.

2. Alternatives to Reduction in Force

The City Manager may, after consultation with IUOE Local 501 as required by law, consider alternative actions in order to minimize reductions in force.

3. Procedure for Reduction in Force

The City Manager will identify those classifications within programs to be reduced which will minimize the impact on the continued effectiveness of that department and will meet the necessary reduction in force requirements as determined by the City Manager.

4. Notification

a) All Unit employees to be laid off will be given written notice by the City Manager of the effective layoff date no less than thirty (30) working days before the effective date of the layoff. Such notice will be hand-delivered or sent by certified mail, return receipt requested.

b) The written notice shall inform the Unit employee of his/her displacement rights and reinstatement or reemployment rights.

5. Order of Layoff

Once the classifications to be reduced have been identified, the City Manager shall determine the Unit employee(s) in the identified classification(s) to be laid off in the following order: Flex-staffed classifications shall be considered as one classification for the purpose of reduction in force.

a) Employees who are non-benefited.

b) Employees in limited-term positions in reverse order of their City Length of Service.

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c) Unit Employees serving an initial probationary period with the least continuous City Length of Service.

d) Unit Employees who within the twenty-six pay periods immediately prior to the date of receipt of notice of layoff received disciplinary action amounting to a suspension of more than forty hours, or a demotion.

e) A Unit employee who within the twenty-six pay periods immediately prior to the date of receipt of notice of layoff has had his/her merit increase withheld for reasons of unsatisfactory job performance.

f) Unit employees serving a promotional probationary period with the least continuous City Length of Service.

g) Unit employees with the least continuous City Length of Service.

h) If there are two or Unit more employees who have identical continuous City Length of Service, the order of layoff shall be determined by lottery.

6. Displacement Rights

Regular Unit employees who are designated to be laid off and have previously held regular status in another classification may displace Unit employees occupying positions in the previously held classification provided that the Unit employee exercising the displacement privilege has greater continuous City Length of Service than the Unit employee currently in the classification to which the Unit employee is seeking a position. If the Unit employee did not complete a probationary period in the previously held classification, then no displacement rights accrue to that employee for that classification. Conditions which affect displacement rights are as follows:

a) A Unit employee's displacement rights shall be calculated to each previously held classification in reverse of the order in which such employee was employed until a displacement right is determined or the City Manager determines that no displacement right exists. A Unit employee does not have displacement rights to a classification if such employee vacated the classification as a result of disciplinary action.

b) The Unit employee exercising the displacement right will displace Unit employees in previously held classifications in the same order as specified in Section 6. However, a Unit employee identified to be laid off as a result of Section 5d or 5e criteria and who exercises displacement rights shall not have Section 5d or 5e criteria applied to them for the same offense in a subsequent reduction in force involving a new classification.

c) A Unit employee must exercise his/her displacement right within five working days after receipt of the notice of layoff, by written request to the City Manager. If the displacement right is not exercised within the specified time period, the right is automatically forfeited.

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7. Demotion

a) Upon request of a Unit employee, and with the approval of the City Manager, a Unit employee who has not held regular status in a classification may be allowed to demote to a vacant authorized position in the same department if he/she meets all the requirements of the classification as determined by the City Manager.

b) All Unit employees who are demoted will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the Unit employee occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the Unit employee's base wage prior to demotion.

c) Any Unit employee subject to a demotion who has not previously completed the probationary period in the classification to which such employee is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

8. Transfer

a) The City Manager may transfer a Unit employee to a vacant authorized classification if such employee is qualified and technically capable of performing the duties as determined by the City Manager.

b) A Unit employee who is transferred will be paid base wages equal to such employee's base wages prior to transfer. Any such employee who does not accept a transfer within five working days after notice of transfer is given will have automatically forfeited his/her ability to transfer to that classification.

c) Any Unit employee subject to a transfer who has not previously completed the probationary period in the classification to which such employee is transferred shall serve the applicable probationary period without credit for the earlier service in classification.

9. Reinstatement of Employees Demoted as a Result of a Reduction in Force

A Unit employee who is demoted as a result of a reduction in force shall have his/her name placed on a classification reinstatement list, in the order of their City Length of Service. Vacant positions within a classification series shall be first offered to Unit employees on this reinstatement list.

10. Reemployment of Unit Employees Laid Off as a Result of a Reduction in Force

A Unit employee who is laid off and who held regular Unit employee status at the time of a layoff shall have his/her name placed on a reemployment list for classifications in which such employee previously held regular status and for classifications at the same or lower salary range for which such employee qualifies in the order of the City Length of Service. Vacant positions in such classifications will be offered to Unit employees on the reemployment list after Unit employees on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

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11. Duration of Reinstatement and Reemployment Lists

The Unit employee's name shall remain on the reinstatement list and reemployment list for a period of two years from the date of demotion or layoff. A Unit employee not responding to written certified, receipt return requested, notification of an opening within ten (10) working days shall have his/her name removed from either the reemployment list or reinstatement list.

12. Restoration of Benefits Upon Reemployment Following a Reduction in Force

Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored:

a) Prior sick leave accruals unless compensated for sick leave accruals in accordance with Article 25, Section 8.

b) Seniority at time of layoff for purposes of determining merit increases, vacation leave accrual and future layoff priority.

c) Base wages paid to a Unit employee who is reemployed in the same classification he/she held at time of layoff shall be the base wages then in effect for the salary range and step such employee held at the time of layoff, or the new rate in that step, whichever is greater. If the Unit employee chooses to be reemployed in a classification which has a salary range lower than the classification from which he/she was laid off, then the base wages shall be those at the step in the lower salary range that is closest to his/her base wages immediately prior to layoff, then such employee shall receive the maximum base wages provided in such salary range.

d) City desires to have contained in the reduction in force procedure a consideration of a Unit employee's performance as a criteria in determining the order of layoffs. Therefore, upon the request of City, IUOE Local 501 agrees to meet and confer with City staff in good faith to negotiate the inclusion of a Unit employee's performance as a criteria in the reduction in force policy. The fact that such negotiations may occur during the period in which a memorandum of understanding between any of the parties is in effect shall not affect the parties' obligation to meet and confer.

13. No Credit for Earlier Service in Classification

Under any circumstances, a Unit employee subject to a demotion or transfer who has not previously completed the probationary period in the classification to which such employee is demoted or transferred shall serve the applicable probationary period for the classification to which such employee is demoted or transferred without credit for the earlier service in the Unit employee's prior classification.

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ARTICLE 40

NO STRIKES OR LOCKOUTS

1. No Strike Commitment

IUOE Local 501 agrees that City services directed by City shall be maintained unimpaired. IUOE Local 501 shall not cause, condone, counsel or permit its members, or Unit employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the customary functions and procedures of the City's operations.

2. Notification of Breach

Should any Unit employees represented by IUOE Local 501, during the term of this MOU, breach this obligation, the City Manager shall immediately notify IUOE Local 501 that a prohibited action is in progress.

3. Return to Work Order

IUOE Local 501 shall forthwith in good faith, through its executive officers and other authorized representatives, disavow the strike or other prohibited action, shall order its members orally and in writing to immediately return to work and/or cease the prohibited activity, and provide the City Manager with a copy of its order, with a declaration as to service on such employee(s); or, alternatively, accept the full responsibility for the strike or other prohibited activity.

4. Actions Against Employees/Remedies

The City Manager reserves the right to take actions against Unit employees who violate this Article. Such actions may include discipline up to and including discharge, loss of all wages and benefits, including seniority, during the period of such prohibited activity, and any other available administrative and legal actions. Should IUOE Local 501, during the term of this MOU, breach its obligations or any of them under this Article, IUOE Local 501 agrees that City Manager may invoke all legal and administrative remedies available.

5. No Lockouts

City agrees not to lockout Unit employees.

ARTICLE 41

OTHER-THAN-CITY EMPLOYMENT

1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment by Unit employees, particularly where there exists a potential that such employment would impair an employee's ability to perform his/her City duties.

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2. Prohibiting Conditions

Unit employees are prohibited from holding employment or occupations other than City service when the following conditions may result:

a) The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or

b) The other-than-City employment or occupation is deemed by the department director to be inconsistent with or detrimental to City service.

3. Authorization

A written request on designated City form duly completed must be provided by the Unit employee to the department director for approval of other-than-City employment. Such employment may not be undertaken without prior approval of the department director of such request.

4. Limitation

In no event shall other-than-City employment exceed twenty hours per week.

5. Order to Cease Working

A department director may order a Unit employee to cease other-than-City employment if the employment violates any of the provisions of this Article.

6. Employee Appeal Process

If the Unit employee is not satisfied with the response of the department director concerning outside employment, or if the Unit employee receives an order to cease working other than City employment as described in Section 5, the Unit employee may appeal the department director's decision to the City Manager or the City Manager's designee for final decision.

ARTICLE 42

LABOR-MANAGEMENT COMMITTEE

1. Composition

City and IUOE Local 501 agree to two Labor-Management Committees consisting of representatives appointed by IUOE Local 501 and representatives appointed by the City Manager.

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2. Purpose

a) Work Rules Committee

City and IUOE Local 501 agree to establish a Labor-Management Work Rules Committee (L-MWRC) consisting of one representative of IUOE Local 501 and one representative of a department director (which representatives may vary based upon the particular program being reviewed), and chaired by a representative of the City Manager. The L-MWRC function shall be to reduce the current departmental rules that are within the scope of representation into written form and to discuss methods of disseminating these rules to the Unit affected employees. The function of the L-MWRC shall be to address current rules only, and not to establish new rules, or modify or eliminate existing rules.

b) Working Conditions Committee

City and IUOE Local 501 agree to establish a Labor-Management Working Conditions Committee (L-MWCC) consisting of up to four representatives of IUOE Local 501 and up to four representatives of the City Manager. The purpose of this L-MWCC shall be to discuss and resolve issues which affect Unit employees' working conditions and other matters of mutual concern. The L-MWCC operating procedures, including frequency and scheduling meetings, shall be determined by the members. Agreements reached by the members shall be reduced to writing, signed off by the IUOE Local 501 business representative, and be binding on City and IUOE Local 501. The purpose of the L-MWCC is to facilitate positive ongoing labor-management relationships between City and IUOE Local 501 by providing an informal forum for the free exchange of views, and discussions of mutual concerns and problems, as distinguished from meeting and conferring.

c) The parties agree to enter into discussions for the purposes of developing and formalizing an employee cross training program for employees covered under the terms of this collective bargaining agreement.

The parties agree that implementation of the agreed upon program shall begin no later than July 2010.

3. Meetings

The L-MWRC and L-MWCC shall meet as necessary on any issues introduced and unresolved during the meet and confer process which developed this MOU. L-MWRC and L-MWCC shall explore the needs for the workforce in the 2000s and beyond, including, but not limited to, how the current workforce is trained/prepared to meet those needs. Either IUOE Local 501 business representatives, or City Manager representatives may request the L-MWRC or L-MWCC to convene. The L-MWCC will, during the term of this MOU, conduct a survey of the Water Division's classifications to determine if any adjustments are necessary and financially reasonable. The members may agree to meet within ten days of any request.

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4. Chair

The L-MWCC shall select the chair of the L-MWCC. The members shall, in advance of a mutually scheduled meeting, provide the meeting's chair with proposed agenda items, and the chair shall, therefore, establish and provide the members with the meeting agenda in advance of the meeting.

5. No Loss of Pay or Benefits

Representatives of IUOE Local 501 on the L-MWRC and L-MWCC who are Unit employees shall not lose pay or benefits for meetings mutually scheduled during such employee's work time up to a maximum of three hours per employee per meeting.

ARTICLE 43

GRIEVANCE PROCEDURE

1. Definition of Grievance

a) A "Grievance" is a dispute of one or more employees or a dispute between one or more employees and IUOE Local 501 and the City involving the interpretation, application or enforcement of the provisions of the MOU, or such of the Personnel Rules and Regulations that are within the statutory scope of representation, and for which there is no specific method of review provided by federal, State or local law.

b) A grievance is also a claim by a Unit employee that a letter of reprimand was issued to him/her by City without legitimate cause.

2. Informal Resolution

a) The responsibility of a Unit employee with a bona fide grievance concerning terms and conditions of employment is to promptly inform and discuss the grievance with the department director or his/her designee in order to, in good faith, endeavor to resolve the matter expeditiously and informally.

b) If such informal discussion does not resolve the grievance to the Unit employee's satisfaction, such employee may file a formal grievance in accordance with the procedure set forth in this section.

3. Procedure

a) The Unit employee shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the City, and submit it to his/her immediate non-Unit supervisor within ten calendar days of the initial commencement of the occurrence being grieved. The supervisor shall further consider and discuss the grievance with the Unit employee and such employee's designated representative as he/she deems appropriate, and shall, within ten calendar days of having received the written grievance, submit his/her response thereto in writing to the employee.

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b) If the written response of the immediate non-Unit supervisor does not result in a resolution of the grievance, the Unit employee may appeal the grievance by signing and completing the City grievance form and presenting it to his/her department director within five calendar days of such employee's receipt of the supervisor's response. The department director may investigate the grievance and may set a meeting with the Unit employee, such employee's designated representative and such other persons as he/she deems appropriate to consider the grievance. Within ten calendar days of the meeting, the department director shall submit his/her response to the grievance to the Unit employee and such employee's representative.

c) If the response by the department director does not result in resolution of the grievance, the Unit employee may appeal the grievance by signing and completing the City grievance form and presenting it to a designated representative of the City Manager's Office within five calendar days of the employee's receipt of the department director's response. The City Manager or designated representative may set a meeting with the Unit employee, such employee's designated representative and such other persons as he/she deems appropriate, to consider the grievance. Within ten calendar days of the meeting, the City Manager or designated representative shall submit his/her response to the Unit employee and such employee's representative.

d) If the response of the City Manager does not result in resolution of the grievance and if the grievance was not related to an appeal of a letter of reprimand:

- 1) The Unit employee and IUOE Local 501 may jointly appeal the grievance to advisory arbitration by signing and completing the City form and presenting it to the City Manager within five calendar days of the Unit employee's receipt of the City Manager's response to the grievance.
- 2) The City and IUOE Local 501 shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either City or IUOE Local 501 may request the State Mediation and Conciliation Service to submit to them a list of seven arbitrators who have had experience in the municipal sector. The City and IUOE Local 501 shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.
- 3) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:
 - (a) The arbitrator shall be bound by the language of the MOU and City and departmental rules and regulations consistent therewith in considering any issue properly before the arbitrator.
 - (b) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to arbitrator.
 - (c) The arbitrator shall be bound by federal, State and local law.

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- (d) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten days before the grievance was timely filed.
- (e) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.
- (f) The City Manager shall, within ten calendar days of the receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.
- (g) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

4. Time Limits

Failure of City representatives to comply with time limits specified in Section 3 shall entitle the Unit employee to appeal to the next level of review. Failure of the Unit employee to comply with the time limits shall constitute abandonment of the grievance, except however, that the parties may extend time limits by mutual written agreement in advance of expiration of the established time limit.

ARTICLE 44

DISCIPLINARY ACTION PROCEDURE

1. Definition of Disciplinary Action

A "Disciplinary Action" is any suspension, demotion, or discharge of regular, non-probationary Unit employees taken for punitive reasons.

2. Opportunity to Respond and Appeal

A Unit employee, within five working days of receipt of an intent to impose disciplinary action to be taken against him/her, shall be accorded a prompt opportunity to respond orally or in writing to the person proposing the disciplinary action and to the charges constituting the bases for the action.

3. Advisory Arbitration

a) The Unit employee and IUOE Local 501 jointly, within ten calendar days of the receipt of a notice imposing a disciplinary action, may file an appeal to advisory arbitration.

b) City and IUOE Local 501 shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either City or IUOE Local 501 may request the State Mediation and Conciliation Service to submit to them a list of seven arbitrators who have had experience in the municipal sector. City and IUOE Local 501 shall select the arbitrator by

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alternatively striking names from a list until one name remains. Such person shall then become the arbitrator.

c) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- 1) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before the arbitrator.
- 2) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to the arbitrator.
- 3) The arbitrator shall be bound by federal, State and local law.
- 4) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten days before the grievance was timely filed.
- 5) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.
- 6) The City Manager shall within ten calendar days of the receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.
- 7) The decision of the arbitrator shall be final and binding only in the case of appeals from disciplinary actions involving discharge.
- 8) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the City and IUOE Local 501.

4. Time Limits

The parties agree that verbal warnings, verbal reprimands and written reprimands are NOT discipline. Documentation evidencing a verbal warning, a verbal reprimand or a written reprimand shall be removed from an employee's personnel file after one (1) year.

If an employee receives a suspension, all documentation relating to that suspension will be removed from the employee's personnel file two (2) years after the suspension has been served.

If an employee is placed on a last chance agreement (LCA), the length of the LCA shall not exceed two (2) years.

Nothing in this Article shall preclude the City from referencing prior discipline in performance evaluations or subsequent discipline.

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ARTICLE 45

TERM OF MEMORANDUM OF UNDERSTANDING

1. Term

This MOU shall be effective October 31, 2009, and shall remain in full force and effect through November 23, 2014.

2. Supersession of Other Documents

This MOU contains all covenants, stipulations, and provisions agreed upon by the City staff and representatives of IUOE Local 501, and is intended to supersede all prior memorandums of understanding, or contrary provisions of the Personnel Rules and Regulations.

3. Correction of Errors

IUOE Local 501 and City staff shall, prior to December 29, 2009, review the contents of this MOU for the express purpose of ascertaining whether any terms, articles, sections, or items that City staff and representatives of IUOE Local 501 had agreed be included in this MOU were inadvertently omitted. If, following this review, City staff and representatives of IUOE Local 501 agree that any terms, articles, sections, or items have been erroneously omitted, then City staff shall recommend to the City Council and IUOE Local 501 shall recommend to its members that this MOU be modified or revised to include such terms, articles, sections, or items.

4. Revisions to Personnel Rules and Regulations

If City proposes revisions to its Personnel Rules and Regulations, with respect to any such proposed revisions that fall within the required scope of meeting and conferring, City shall promptly upon the request of IUOE Local 501, meet and confer on such subjects.

5. No Meet and Confer Requirement

Except as expressly provided in this MOU, City or IUOE Local 501 shall not be required to meet and confer during its term.

6. Complete Agreement

This MOU constitutes the total and entire agreement between City staff and representatives of IUOE Local 501 and no verbal statement shall supersede any of the MOU's provisions.

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7. Successor Memorandum of Understanding

During the period between July 1 and July 31, 2014, IUOE Local 501 will notify City of any modifications, additions or deletions IUOE Local 501 wishes to incorporate in a successor memorandum of understanding and the City Manager shall on or about August 15, 2014, notify IUOE Local 501 of any modifications, additions or deletions the City Manager wishes to incorporate in such successor memorandum of understanding. City staff and representatives of IUOE Local 501 shall then meet and confer concerning those modifications, additions or deletions proposed by the City Manager and IUOE Local 501 as are within the statutory scope of meeting and conferring and in accordance with the Oxnard City Code.

ARTICLE 46

NO REPRISALS

City shall not impose or threaten to impose reprisals by discriminating or threatening to discriminate against a Unit employee, or otherwise interfering with, restraining, or coercing a Unit employee.

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ARTICLE 47

SAVINGS CLAUSE

In the event that the implementation of any article or section of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section would be frustrated or restrained by such law or tribunal, City staff and representatives of IUOE Local 501 shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article or section.

CITY OF OXNARD

IUOE LOCAL 501

Karen Burnham, Assistant City Manager

Christopher A. Brown, Business Manager

Michelle Téllez, Human Resources Director

Ronald Frease, President

Sal Tardibuono, Business Representative

Roger Brooks, Steward

Walt Seymour, Steward

Mike Salinas, Steward

Richard Acosta, Steward

Cris Colon, Steward

Ramon Izaguirre, Steward

David Harper, Steward

Dated: _____

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Attachment "A"

CLASSIFICATIONS AND SALARY RANGES

B SCHEDULE (UOIE EMPLOYEES)

REVISED 5/31/08

Effective 5/31/08	Classification Title	Class Code	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Animal Safety Officer	14150	BDI 74 Monthly	17,208.7 1379.97 2982.83	18,088 1446.94 3135.04	19,009.1 1520.73 3294.91	19,978.9 1596.31 3463.01	20,998.2 1679.86 3639.69	22,069.1 1765.53 3825.31	23,194.7 1855.58 4020.42
	Building Inspector I	13203	BGL 104.5 Monthly	23,310.8 1869.31 4040.55	24,500 1960.00 4246.66	25,749.8 2059.98 4463.30	27,063.2 2165.06 4690.96	28,443.8 2275.50 4930.25	29,894.6 2391.56 5181.72	31,419.4 2513.55 5446.02
	Building Inspector II	13206	BHK 114.5 Monthly	25,749.8 2059.98 4463.30	27,063.2 2165.06 4690.96	28,443.8 2275.50 4930.25	29,894.6 2391.56 5181.72	31,419.4 2513.55 5446.02	33,022.4 2641.79 5723.88	34,706.7 2776.54 6015.83
	Code Compliance Inspector/Park Ranger I	13232	BFO 96 Monthly	21,420 1713.60 3712.80	22,512.8 1801.03 3902.23	23,661.1 1892.89 4101.26	24,868.2 1989.46 4310.49	26,133.7 2090.94 4530.36	27,469.8 2197.58 4761.43	28,871.3 2309.71 5259.60
	Code Compliance Inspector/Park Ranger II	13233	BGP 106 Monthly	23,661.1 1892.89 4101.26	24,868.2 1989.46 4310.49	26,133.7 2090.94 4530.36	27,469.8 2197.58 4761.43	28,871.3 2309.71 5004.36	30,343.8 2427.51 5259.60	31,891.7 2551.33 5527.89
	Construction Inspector I	13203	BGL 104.5 Monthly	23,310.8 1864.87 4040.55	24,500 1960.00 4246.66	25,749.8 2059.98 4463.30	27,063.2 2165.06 4690.96	28,443.8 2275.50 4930.25	29,894.6 2391.56 5181.72	31,419.4 2513.55 5446.02
	Construction Inspector II	13206	BHK 114.5 Monthly	25,749.8 2059.98 4463.30	27,063.2 2165.06 4690.96	28,443.8 2275.50 4930.25	29,894.6 2391.56 5181.72	31,419.4 2513.55 5446.02	33,022.4 2641.79 5723.88	34,706.7 2776.54 6015.83
	Container Service Worker	16111	BDI 74 Monthly	17,208.7 1376.68 2982.83	18,088 1446.94 3135.04	19,009.1 1520.73 3294.91	19,978.9 1596.31 3463.01	20,998.2 1679.86 3639.69	22,069.1 1765.53 3825.31	23,194.7 1855.58 4020.42
	Custodian	6114	BAQ 48 Monthly	13,286.3 1062.90 2302.96	13,963.8 1117.11 2420.40	14,676.2 1174.09 2543.87	15,424.7 1233.98 2673.62	16,211.5 1296.92 2809.99	17,038.7 1363.09 2953.37	17,907.6 1432.61 3103.99
	Electrical Inspector	13201	BIO 126.5 Monthly	29,015.4 2321.23 5029.33	30,495.8 2439.66 5285.94	32,051.4 2564.11 5555.57	33,686.1 2694.89 5836.92	35,404.4 2832.35 6136.77	37,211.1 2976.88 6449.92	39,107.7 3128.61 6778.66
	Electrician/Instrumentation Technician	19163	BHF 112.25 Monthly	25,179.6 2014.37 4364.47	26,464.3 2117.14 4587.15	27,813.8 2225.10 4821.05	29,237.7 2338.62 5067.01	30,723.6 2457.89 5325.43	32,291.0 2583.28 5597.10	33,938.5 2715.08 5882.68
	Equipment Operator	17202	BDU 79 Monthly	18,068 1446.94 3135.04	19,009.1 1520.73 3294.91	19,978.9 1596.31 3463.01	20,998.2 1679.86 3639.69	22,069.1 1765.53 3825.31	23,194.7 1855.58 4020.42	24,378.1 1950.24 4225.53

Attachment "A"

CLASSIFICATIONS AND SALARY RANGES B SCHEDULE (UOE EMPLOYEES) REVISED 5/31/08

Effective 5/31/08	Class Code	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Facilities Maintenance Worker I	6126	Hourly BOE 62 Monthly	15,272.00 16,050.00 1221.76 2647.15	16,050.00 1284.07 2782.14	16,869.00 1349.59 2924.12	17,702.00 1418.42 3073.23	18,634.80 1490.78 3230.03	19,585.30 1566.83 3394.79	20,584.20 1646.74 3567.93
Facilities Maintenance Worker II	6129	Hourly BOE 72 Monthly	16,869.00 1349.59 2924.12	17,702.00 1418.42 3073.23	18,634.80 1490.78 3230.03	19,585.30 1566.83 3394.79	20,584.20 1646.74 3567.93	21,634.40 1730.75 3749.96	22,737.90 1819.03 3941.23
Fleet Services Maintenance Worker	17205	Hourly BCC 61 Monthly	15,120.80 1209.67 2620.95	15,892.10 1271.37 2754.62	16,702.80 1336.22 2895.15	17,554.80 1476.02 3042.84	18,450.30 1551.31 3198.05	19,381.40 1630.44 3361.18	20,380.05 1630.44 3532.62
Fleet Services Mechanic I	17207	Hourly BFU 99 Monthly	22,069.10 1765.53 3825.31	23,194.70 1855.58 4020.42	24,378.10 1950.24 4225.53	25,621.50 2049.72 4441.05	26,928.70 2154.30 4667.64	28,302.20 2264.18 4905.72	29,746.00 2379.68 5155.97
Fleet Services Mechanic II	17209	Hourly BGJ 104 Monthly	23,194.70 1855.58 4020.42	24,378.10 1950.24 4225.53	25,621.50 2049.72 4441.05	26,928.70 2154.30 4667.64	28,302.20 2264.18 4905.72	29,746.00 2379.68 5155.97	31,263.20 2501.05 5418.96
Graffiti Action Coordinator	15201	Hourly BFU 99 Monthly	22,069.10 1765.53 3825.31	23,194.70 1855.58 4020.42	24,378.10 1950.24 4225.53	25,621.50 2049.72 4441.05	26,928.70 2154.30 4667.64	28,302.20 2264.18 4905.72	29,746.00 2379.68 5155.97
Groundswoker I	15202	Hourly BCA 60 Monthly	14,971.20 1197.70 2595.01	15,734.90 1258.79 2727.38	16,537.60 1323.01 2866.52	17,381.00 1390.48 3012.70	18,267.50 1461.40 3166.36	19,199.50 1535.96 3327.91	20,178.70 1614.30 3497.64
Groundswoker II	15205	Hourly BDA 70 Monthly	16,537.60 1323.01 2866.52	17,381.00 1390.48 3012.70	18,267.50 1461.40 3166.36	19,199.50 1535.96 3327.91	20,178.70 1614.30 3497.64	21,203.30 1696.67 3676.11	22,289.80 1783.19 3863.57
Housing Inspector	9114	Hourly BDU 79 Monthly	18,068.80 1446.94 3135.04	19,009.10 1520.73 3294.91	19,978.90 1598.31 3463.01	20,982.20 1679.86 3639.69	22,069.10 1765.53 3825.31	23,194.70 1855.58 4020.42	24,378.10 1950.24 4225.53
HVAC Technician	6150	Hourly BES 89 Monthly	19,978.90 1598.31 3463.01	20,982.20 1679.86 3639.69	22,069.10 1765.53 3825.31	23,194.70 1855.58 4020.42	24,378.10 1950.24 4225.53	25,621.50 2049.72 4441.05	26,928.70 2154.30 4667.64
Instrumentation Technician	19162	Hourly BHF 112.25 Monthly	25,179.60 2014.37 4364.47	26,464.30 2117.14 4587.15	27,813.80 2225.10 4821.05	29,232.70 2338.62 5067.01	30,736.60 2457.89 5325.43	32,321.00 2583.28 5697.10	33,936.50 2715.08 5882.68
Maintenance Carpenter	6141	Hourly BEQ 88 Monthly	19,781.20 1582.49 3428.73	20,790.50 1663.24 3603.69	21,850.60 1748.05 3787.44	22,965.30 1837.22 3960.65	24,136.60 1930.94 4183.71	25,367.90 2029.43 4397.10	26,662.00 2132.96 4621.42

Attachment "A"

CLASSIFICATIONS AND SALARY RANGES B SCHEDULE (UOE EMPLOYEES)

REVISED 5/31/08

Effective 5/31/08 Classification Title	Class Code	Salary Range	Step							
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Maintenance Electrician	6147	BES 89	Hourly Bi-Weekly Monthly	19,9789 1598.31 3463.01	20,9982 1679.86 3639.89	22,0681 1765.53 3825.31	23,1947 1855.58 4020.42	24,3781 1950.24 4225.53	25,6215 2049.72 4441.05	26,9287 2154.30 4667.64
Maintenance Plumber	6144	BEQ 88	Hourly Bi-Weekly Monthly	19,7812 1582.49 3428.73	20,7905 1663.24 3603.69	21,8506 1748.05 3787.44	22,9653 1837.22 3980.65	24,1368 1930.94 4183.71	25,3679 2029.43 4397.10	26,6620 2132.96 4621.42
Maintenance Worker Trainee	6123	BAK 45	Hourly Bi-Weekly Monthly	12,8954 1031.63 2235.20	13,5530 1084.24 2349.18	14,2445 1139.56 2469.05	14,9712 1197.70 2595.01	15,7349 1258.79 2727.38	16,5376 1323.01 2866.52	17,3810 1390.48 3012.70
Meter Reader	20117	BDA 70	Hourly Bi-Weekly Monthly	16,5376 1323.01 2866.52	17,3810 1390.48 3012.70	18,2675 1461.40 3166.36	19,1995 1535.96 3327.91	20,1787 1614.30 3497.84	21,2083 1696.67 3863.57	22,2898 1783.19 4060.62
Meter Repair Worker	20120	BDK 75	Hourly Bi-Weekly Monthly	17,3810 1390.48 3012.70	18,2675 1461.40 3166.36	19,1995 1535.96 3327.91	20,1787 1614.30 3497.84	21,2083 1696.67 3863.57	22,2898 1783.19 4060.62	23,4267 1874.13 4278.42
Plumbing and Mechanical Inspector	13205	BIO	Hourly Bi-Weekly Monthly	29,0154 2321.23 5029.33	30,4958 2439.66 5285.94	32,0514 2564.11 5555.57	33,6861 2694.89 5838.92	35,4044 2832.35 6136.77	37,2100 2976.80 6449.73	39,1077 3128.61 6778.66
Power Production Operator I	19135	BEL 85,25	Hourly Bi-Weekly Monthly	19,2474 1539.80 3336.22	20,2292 1618.34 3506.39	21,2611 1700.89 3685.26	22,3456 1787.65 3873.23	23,4856 1878.84 4070.83	24,6832 1974.66 4278.42	25,9425 2075.40 4496.69
Power Production Operator II	19138	BFM 95,25	Hourly Bi-Weekly Monthly	21,2611 1700.89 3685.26	22,3456 1787.65 3873.23	23,4856 1878.84 4070.83	24,6832 1974.66 4278.42	25,9425 2075.40 4496.69	27,2657 2181.25 4726.05	28,6567 2292.54 4987.16
Rehabilitation Construction Specialist I	13217	BGD 101	Hourly Bi-Weekly Monthly	22,5128 1801.03 3902.23	23,6611 1892.89 4101.26	24,8682 1989.46 4310.49	26,1367 2090.94 4530.36	27,4698 2197.58 4761.43	28,8713 2308.71 5004.36	30,3438 2427.51 5259.60
Rehabilitation Construction Specialist II	13219	BHC 111	Hourly Bi-Weekly Monthly	24,8682 1989.46 4310.49	26,1367 2090.94 4530.36	27,4698 2197.58 4761.43	28,8713 2308.71 5004.36	30,3438 2427.51 5259.60	31,8917 2551.33 5527.89	33,5185 2681.48 5809.88
Sr. Animal Safety Officer	14152	BEI 84	Hourly Bi-Weekly Monthly	19,0091 1520.73 3294.91	19,9789 1598.31 3463.01	20,9982 1679.86 3639.89	22,0681 1765.53 3787.44	23,1947 1855.58 3980.65	24,3781 1950.24 4225.53	25,6215 2049.72 4441.05
Sr. Code Compliance Inspector	13234	BHN 116	Hourly Bi-Weekly Monthly	26,1367 2090.94 4530.36	27,4698 2197.58 4761.43	28,8713 2308.71 5004.36	30,3438 2427.51 5259.60	31,8917 2551.33 5527.89	33,5185 2681.48 5809.88	35,2282 2818.26 6106.23

Attachment "A"

CLASSIFICATIONS AND SALARY RANGES

B SCHEDULE (UOE EMPLOYEES)

REVISED 5/31/08

Effective 5/31/08	Class Code	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Sr. Construction Inspector	13207	Hourly Bi-Weekly Monthly	28,443.8 27,750.0 49,302.5	29,894.6 23,915.56 51,811.72	31,419.4 25,135.55 54,462.02	33,022.4 26,417.9 60,158.83	34,706.7 27,765.4 61,583.83	36,477.1 29,181.7 63,227.0	38,337.8 30,670.2 66,452.2
Sr. Custodian	6117	Hourly Bi-Weekly Monthly	14,676.2 11,740.9 25,438.7	15,424.7 12,339.8 26,736.2	16,215.5 12,969.2 28,099.9	17,038.7 13,630.9 29,533.7	17,907.6 14,326.1 31,039.9	18,821.0 15,056.8 32,623.3	19,781.2 15,824.9 34,287.3
Sr. Facilities Maintenance Worker	6130	Hourly Bi-Weekly Monthly	22,089.1 17,655.3 38,253.1	23,194.7 18,555.8 40,204.2	24,378.1 19,502.4 42,255.3	25,621.5 20,497.2 44,410.5	26,928.7 21,543.0 46,676.4	28,302.2 22,641.8 49,057.2	29,746.0 23,796.8 51,559.7
Sr. Fleet Services Mechanic	17211	Hourly Bi-Weekly Monthly	24,378.1 19,502.4 42,253.1	25,621.5 20,497.2 44,410.5	26,928.7 21,543.0 46,676.4	28,302.2 22,641.8 49,057.2	29,746.0 23,796.8 51,559.7	31,263.2 25,010.6 54,189.6	32,858.1 26,286.5 56,954.0
Sr. Groundsworker	15208	Hourly Bi-Weekly Monthly	18,267.5 14,614.0 31,663.6	19,199.5 15,359.6 33,279.1	20,178.7 16,143.0 34,976.4	21,208.3 17,831.9 36,761.1	22,289.8 18,741.3 38,635.7	23,426.7 19,875.5 40,660.2	24,621.9 21,199.5 42,809.4
Sr. Housing Maintenance Worker	9111	Hourly Bi-Weekly Monthly	20,584.2 16,467.4 35,679.3	21,634.4 17,307.5 37,499.6	22,738.2 18,190.5 39,412.8	23,897.6 19,181.8 41,425.2	25,116.8 20,093.5 43,535.9	26,398.4 21,187.7 45,757.2	27,744.5 22,199.5 48,090.4
Sr. Meter Reader	20118	Hourly Bi-Weekly Monthly	18,267.5 14,614.0 31,663.6	19,199.5 15,359.6 33,279.1	20,178.7 16,143.0 34,976.4	21,208.3 17,831.9 36,761.1	22,289.8 18,741.3 38,635.7	23,426.7 19,875.5 40,660.2	24,621.9 21,199.5 42,809.4
Sr. Meter Repair Worker	20123	Hourly Bi-Weekly Monthly	19,199.5 15,359.6 33,279.1	20,178.7 16,143.0 34,976.4	21,208.3 17,831.9 36,761.1	22,289.8 18,741.3 38,635.7	23,426.7 19,875.5 40,660.2	24,621.9 21,199.5 42,809.4	25,877.7 20,702.1 44,854.6
Sr. Street Maintenance Worker	17108	Hourly Bi-Weekly Monthly	19,391.4 15,513.1 33,611.8	20,380.5 16,304.4 35,326.2	21,420.0 17,136.0 37,128.0	22,512.8 18,010.3 39,023.2	23,661.1 18,928.9 41,012.6	24,868.2 19,894.6 43,104.9	26,136.7 20,909.4 45,303.6
Sr. Tree Trimmer	15220	Hourly Bi-Weekly Monthly	19,391.4 15,513.1 33,611.8	20,380.5 16,304.4 35,326.2	21,420.0 17,136.0 37,128.0	22,512.8 18,010.3 39,023.2	23,661.1 18,928.9 41,012.6	24,868.2 19,894.6 43,104.9	26,136.7 20,909.4 45,303.6
Sr. Wastewater Collections Operator	19133	Hourly Bi-Weekly Monthly	19,391.4 15,513.1 33,611.8	20,380.5 16,304.4 35,326.2	21,420.0 17,136.0 37,128.0	22,512.8 18,010.3 39,023.2	23,661.1 18,928.9 41,012.6	24,868.2 19,894.6 43,104.9	26,136.7 20,909.4 45,303.6
Sr. Wastewater Environmental Specialist	19125	Hourly Bi-Weekly Monthly	26,136.7 20,909.4 45,303.6	27,469.8 21,975.8 47,614.3	28,871.3 23,097.1 50,043.6	30,343.8 24,275.1 52,596.0	31,891.7 25,513.3 55,278.9	33,518.5 26,811.8 58,098.8	35,228.2 28,182.6 61,062.3

Attachment "A"

CLASSIFICATIONS AND SALARY RANGES B. SCHEDULE (UOE EMPLOYEES)

REVISED 5/31/08

Effective 5/31/08	Class Code	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Sr. Wastewater Mechanic	19147	BGJ 104	Hourly Bi-Weekly Monthly	23,194.7 1855.58 4020.42	24,378.1 1950.24 4225.53	25,621.5 2049.72 4441.05	26,928.7 2154.30 4667.64	28,302.2 2264.18 4905.72	29,746.0 2379.68 5155.97	31,263.2 2501.06 5418.96
Sr. Wastewater Operator	19156	BGN 105.25	Hourly Bi-Weekly Monthly	23,485.6 1878.84 4070.83	24,683.2 1974.66 4278.42	25,942.5 2075.40 4496.69	27,266.7 2182.93 4729.69	28,656.7 2292.54 4967.16	30,118.4 2409.47 5220.52	31,654.8 2532.38 5486.83
Sr. Water Distribution Operator	20115	BFA 90	Hourly Bi-Weekly Monthly	20,178.7 1614.30 3497.54	21,208.3 1696.67 3676.11	22,289.8 1783.19 3863.57	23,426.7 1874.13 4060.62	24,621.9 1969.75 4267.79	25,877.7 2070.21 4485.46	27,197.8 2175.83 4714.29
Sr. Water Treatment Operator	20116	BGP 106	Hourly Bi-Weekly Monthly	23,661.1 1892.89 4101.26	24,868.2 1989.46 4310.49	26,136.7 2090.94 4530.36	27,469.8 2197.58 4761.43	28,871.3 2309.71 5004.36	30,343.8 2427.51 5259.60	31,891.7 2551.33 5527.89
Solid Waste Compliance Specialist	16117	BFJ 94	Hourly Bi-Weekly Monthly	20,997.6 1679.81 3639.58	22,068.6 1765.49 3825.22	23,193.9 1855.51 4020.27	24,376.8 1950.14 4225.31	25,620.2 2049.62 4440.84	26,926.6 2154.13 4667.28	28,299.9 2263.99 4905.32
Solid Waste Equipment Operator II	16108	BDI 74	Hourly Bi-Weekly Monthly	17,208.7 1376.69 2882.83	18,068.8 1446.94 3135.04	19,009.1 1520.73 3294.91	19,978.9 1679.86 3463.01	20,982.2 1765.53 3639.69	22,069.1 1855.58 3825.31	23,194.7 1950.24 4020.42
Solid Waste Transfer Operator	16112	BEI 84	Hourly Bi-Weekly Monthly	19,009.1 1520.73 3294.91	19,978.9 1679.86 3463.01	20,982.2 1765.53 3639.69	22,069.1 1855.58 3825.31	23,194.7 1950.24 4020.42	24,376.8 2049.72 4225.53	25,621.5 2049.72 4441.05
Source Control Inspector	19143	BGB 100.5	Hourly Bi-Weekly Monthly	22,401.4 1792.11 3882.92	23,544.3 1883.54 4081.00	24,744.9 1979.59 4289.12	26,007.6 2080.60 4507.98	27,333.8 2186.70 4737.86	28,728.2 2298.26 4979.56	30,193.7 2415.50 5233.57
Source Control Technician	19143	BFU 99	Hourly Bi-Weekly Monthly	22,069.1 1765.53 3825.31	23,194.7 1855.58 4020.42	24,378.1 1950.24 4225.53	25,621.5 2049.72 4441.05	26,928.7 2154.30 4667.64	28,302.2 2264.18 4905.72	29,746.0 2379.68 5155.97
Street Maintenance Worker I	17102	BBS 59	Hourly Bi-Weekly Monthly	14,822.9 1185.83 2569.28	15,579.0 1246.32 2700.35	16,373.7 1309.90 2838.11	17,208.7 1446.94 2982.83	18,068.8 1520.73 3135.04	19,009.1 1679.86 3294.91	19,978.9 1765.53 3463.01
Street Maintenance Worker II	17105	BCS 69	Hourly Bi-Weekly Monthly	16,373.7 1309.90 2838.11	17,208.7 1446.94 2982.83	18,068.8 1520.73 3135.04	19,009.1 1679.86 3294.91	19,978.9 1765.53 3463.01	20,982.2 1855.58 3639.69	22,069.1 1950.24 3825.31
Tire Repairer	17204	BCC 61	Hourly Bi-Weekly Monthly	15,120.8 1209.67 2620.95	15,892.1 1271.37 2754.62	16,702.8 1336.22 2895.15	17,554.8 1404.39 3042.84	18,450.3 1476.02 3196.05	19,391.4 1581.31 3361.18	20,380.5 1630.44 3532.62

Attachment "A"

CLASSIFICATIONS AND SALARY RANGES

B SCHEDULE (UOUE EMPLOYEES)

REVISED 5/31/08

Effective 5/31/08	Class Code	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Traffic Safety Maintenance Worker	18102	BCS Hourly 69 Bi-Weekly Monthly	16,3737 1309.90 2838.11	17,2087 1376.69 2982.83	18,0868 1446.94 3135.04	19,0091 1520.73 3294.91	19,9789 1679.86 3463.01	20,9982 1765.58 3639.69	22,0691 1855.58 3825.31	23,1947 1950.24 4020.42
Traffic Signal Repairer I	18105	BDU Hourly 79 Bi-Weekly Monthly	18,0868 1446.94 3135.04	19,0091 1520.73 3294.91	19,9789 1679.86 3463.01	20,9982 1765.58 3639.69	22,0691 1855.58 3825.31	23,1947 1950.24 4020.42	24,3781 2049.72 4225.53	25,6215 2154.30 4441.05
Traffic Signal Repairer II	18106	BES Hourly 89 Bi-Weekly Monthly	19,9789 1598.31 3463.01	20,9982 1679.86 3639.69	22,0691 1765.58 3825.31	23,1947 1855.58 4020.42	24,3781 1950.24 4225.53	25,6215 2049.72 4441.05	26,9287 2154.30 4667.64	28,2877 2264.18 4905.72
Traffic Signal Technician	18108	BHE Hourly 112 Bi-Weekly Monthly	24,6243 1969.94 4288.21	25,8803 2070.42 4485.92	27,2005 2176.04 4714.75	28,5881 2287.05 4955.28	30,0464 2403.71 5208.04	31,5791 2526.33 5473.70	33,1899 2655.19 5752.91	34,8780 2799.68 6052.18
Transport Operator	19123	BFU Hourly 99 Bi-Weekly Monthly	22,0691 1765.58 3825.31	23,1947 1855.58 4020.42	24,3781 1950.24 4225.53	25,6215 2049.72 4441.05	26,9287 2154.30 4667.64	28,2877 2264.18 4905.72	29,7480 2379.68 5155.97	31,3111 2500.00 5411.11
Treatment Plant Electrician	19150	BFU Hourly 99 Bi-Weekly Monthly	22,0691 1765.58 3825.31	23,1947 1855.58 4020.42	24,3781 1950.24 4225.53	25,6215 2049.72 4441.05	26,9287 2154.30 4667.64	28,2877 2264.18 4905.72	29,7480 2379.68 5155.97	31,3111 2500.00 5411.11
Tree Trimmer I	15214	BCM Hourly 66 Bi-Weekly Monthly	15,8921 1271.37 2754.62	16,7028 1336.22 2895.15	17,5548 1404.39 3042.84	18,4503 1476.02 3198.05	19,3914 1551.31 3361.18	20,3805 1630.44 3532.62	21,4200 1713.60 3692.23	22,5128 1801.03 3902.23
Tree Trimmer II	15217	BDO Hourly 76 Bi-Weekly Monthly	17,5548 1404.39 3042.84	18,4503 1476.02 3198.05	19,3914 1551.31 3361.18	20,3805 1630.44 3532.62	21,4200 1713.60 3692.23	22,5128 1801.03 3902.23	23,6611 1892.89 4101.26	24,8668 2000.00 4225.53
Wastewater Collections Operator I	19103	SCS Hourly 69 Bi-Weekly Monthly	16,3737 1309.90 2838.11	17,2087 1376.69 2982.83	18,0868 1446.94 3135.04	19,0091 1520.73 3294.91	19,9789 1679.86 3463.01	20,9982 1765.58 3639.69	22,0691 1855.58 3825.31	23,1947 1950.24 4020.42
Wastewater Collections Operator II	19106	BDU Hourly 79 Bi-Weekly Monthly	18,0868 1446.94 3135.04	19,0091 1520.73 3294.91	19,9789 1679.86 3463.01	20,9982 1765.58 3639.69	22,0691 1855.58 3825.31	23,1947 1950.24 4020.42	24,3781 2049.72 4225.53	25,6215 2154.30 4441.05
Wastewater Environmental Specialist	19124	BHC Hourly 111 Bi-Weekly Monthly	24,8682 1989.46 4310.49	26,1367 2090.94 4530.36	27,4698 2197.58 4761.43	28,8713 2309.71 5004.36	30,3333 2426.67 5257.78	31,8917 2551.33 5527.89	33,5185 2681.48 5809.88	35,2154 2825.31 6052.18
Wastewater Mechanic I	19117	BES Hourly 89 Bi-Weekly Monthly	19,9789 1598.31 3463.01	20,9982 1679.86 3639.69	22,0691 1765.58 3825.31	23,1947 1855.58 4020.42	24,3781 1950.24 4225.53	25,6215 2049.72 4441.05	26,9287 2154.30 4667.64	28,2877 2264.18 4905.72

Attachment "A"

CLASSIFICATIONS AND SALARY RANGES B SCHEDULE (UOE EMPLOYEES) REVISED 5/31/08

Effective 5/31/08	Class Code	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Wastewater Mechanic II	19120	BFU 99 Monthly	22,0681 1765.53 3825.31	23,1947 1855.58 4020.42	24,3781 1950.24 4225.53	25,6215 2049.72 4441.05	26,9287 2154.30 4667.64	28,3022 2264.18 4905.72	29,7460 2379.68 5155.97
Wastewater Operator-in-Training	19125	BCO 67 Monthly	16,0508 1284.07 2782.14	16,8699 1349.59 2924.12	17,7305 1418.44 3073.29	18,6348 1490.78 3230.03	19,5853 1566.83 3394.79	20,5842 1646.74 3567.93	21,6344 1730.75 3749.96
Wastewater Operator I	19126	BEE 82 Monthly	18,6348 1490.78 3230.03	19,5853 1566.83 3394.79	20,5842 1646.74 3567.93	21,6344 1730.75 3749.96	22,7382 1819.05 3941.28	23,8978 1911.81 4142.28	25,1168 2009.35 4353.59
Wastewater Operator II	19129	BFF 92 Monthly	20,5842 1646.74 3567.93	21,6344 1730.75 3749.96	22,7382 1819.05 3941.28	23,8978 1911.81 4142.28	25,1168 2009.35 4353.59	26,3984 2111.87 4575.72	27,7445 2219.56 4809.04
Wastewater Operator III	19128	BFQ 97 Monthly	21,6344 1730.73 3749.91	22,7376 1819.01 3941.19	23,8978 1911.82 4142.28	25,1164 2009.31 4353.51	26,3979 2111.84 4575.64	27,7446 2219.57 4809.06	29,1593 2332.75 5054.29
Water Conservation/Outreach Technician	20102	BBS 59 Monthly	14,8229 1185.83 2569.29	15,5790 1246.32 2700.35	16,3737 1309.90 2838.11	17,2087 1376.69 2982.83	18,0868 1446.94 3135.04	19,0091 1520.73 3294.91	19,9789 1598.31 3463.01
Water Conservation/Outreach Coordinator	20104	BHK 114.5 Monthly	25,7498 2059.98 4463.30	27,0632 2165.06 4690.96	28,4438 2275.50 4930.25	29,8946 2391.56 5181.72	31,4194 2513.55 5446.02	33,0224 2641.79 5723.88	34,7067 2776.54 6015.83
Water Regulatory Compliance Technician I	20113	BFJ 94 Monthly	20,9976 1679.81 3639.58	22,0686 1765.49 3825.22	23,1939 1855.51 4020.27	24,3768 1950.14 4225.31	26,6202 2129.62 4614.17	26,9266 2154.13 4667.28	28,2999 2263.99 4905.32
Water Regulatory Compliance Technician II	20114	BGJ 104 Monthly	23,1947 1855.58 4020.42	24,3781 1950.24 4225.53	25,6215 2049.72 4441.05	26,9287 2154.30 4667.64	28,3022 2264.18 4905.72	29,7460 2379.68 5155.97	31,2632 2501.06 5418.96
Water Regulatory Compliance Coordinator	20130	BHK 114.5 Monthly	25,7498 2059.98 4463.30	27,0632 2165.06 4690.96	28,4438 2275.50 4930.25	29,8946 2391.56 5181.72	31,4194 2513.55 5446.02	33,0224 2641.79 5723.88	34,7067 2776.54 6015.83
Water Distribution Operator I	20108	BCI 64 Monthly	15,5790 1246.32 2700.35	16,3737 1309.90 2838.11	17,2087 1376.69 2982.83	18,0868 1446.94 3135.04	19,0091 1520.73 3294.91	19,9789 1598.31 3463.01	20,9982 1679.86 3639.69
Water Distribution Operator II	20111	BDI 74 Monthly	17,2087 1376.69 2982.83	18,0868 1446.94 3135.04	19,0091 1520.73 3294.91	19,9789 1598.31 3463.01	20,9982 1679.86 3639.69	22,0691 1765.53 3825.31	23,1947 1855.58 4020.42

Attachment "A"

CLASSIFICATIONS AND SALARY RANGES

B SCHEDULE (JOE EMPLOYEES)

REVISED 5/31/08

Effective 5/31/08	Class Code	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water Treatment Operator I	20109	BEM 86	19,391.4 1551.31	20,380.5 1630.44	21,420.0 1713.60	22,512.8 1801.03	23,661.1 1892.89	24,863.2 1989.46	26,136.7 2090.94
			3361.18	3532.62	3712.80	3902.23	4101.26	4310.49	4530.36
Water Treatment Operator II	20112	BFD 91	20,380.5 1630.44	21,420.0 1713.60	22,512.8 1801.03	23,661.1 1892.89	24,863.2 1989.46	26,136.7 2090.94	27,469.8 2197.58
			3541.03	3721.64	3911.52	4111.03	4320.75	4530.36	4761.43
Water Treatment Operator III	20110	BFO 96	21,420.0 1713.60	22,512.8 1801.03	23,661.1 1892.89	24,863.2 1989.46	26,136.7 2090.94	27,469.8 2197.58	28,870.2 2309.61
			3712.80	3902.23	4101.26	4310.49	4530.36	4761.43	5004.15