

MEMORANDUM OF UNDERSTANDING

between

CITY OF OXNARD

and

***INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 501, AFL-CIO***

October 1, 2019 through June 30, 2022

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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 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 IUOE Local 501 representatives and 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 and regular part-time 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.

ARTICLE 4
IUOE LOCAL 501 RIGHTS

1. Release Time for Shop Stewards

City agrees that the Shop 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 (1) Unit employee as Chief Shop Steward and up to eleven (11) additional Unit employees as Shop Stewards, and shall notify the City Manager of such designations, in writing. 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 (1) such Shop Steward may, when IUOE Local 501 is designated in writing by a Unit employee as his/her representative, attend mutually scheduled grievances, disciplinary action meetings, scheduled hearings, meetings with department directors, gathering of information, interviewing of the subject employee or witness and prepare a presentation without loss of pay or benefits. These Shop Stewards may not use in excess of two (2) hours of work time per grievance or disciplinary action process with the exception of attendance at hearings. IUOE Local 501 Chief Shop 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 to 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.

4. Payroll Deductions/Membership Dues

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.

5. 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.

6. 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 Shop 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.

7. 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 Shop 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

There shall be no increase in base wages during the term of this MOU.

3. Pension Benefits

a) "Classic" PERS members, defined as employees (i) hired on or before December 31, 2012 or (ii) who were hired on or after January 1, 2013 and enrolled in the 2@55 retirement plan shall make contributions towards the required employee contribution to PERS costs as set forth below:

- 1) All employees classified as "classic" PERS members will contribute seven percent (7%) of pensionable compensation towards the required employee contribution to PERS. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h) (2) of the Internal Revenue Code.

b) Employees hired on or after January 1, 2013, who are “new members” as that term is defined in the Public Employee Pension Reform Act (“PEPRA”; Government Code section 7522 et seq.) shall be subject to the provisions thereof, including but not limited to the following:

- 2% at age 62 retirement formula;
- Retirement benefit based on highest 36 consecutive months;
- Employees will pay a “membership contribution” to PERS at the rate established by PERS, which in FY2016-17 is 6.00% of payroll, and which may change from year to year. This shall be paid by the employee by payroll deduction. No portion of the member contribution shall be paid by the City;
- New members shall receive the 4th level survivor benefit and Military Service Credit.

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.

c) Employees hired on or after January 1, 2013, including (i) “new members” as defined in PEPRA and (ii) “classic” employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefits.

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 (26) weeks after original appointment date and to the “C,” “D,” “E,” “F” and “G” steps fifty-two (52) weeks thereafter, respectively, conditioned upon satisfactory performance. Such periods may be extended when, due to a lengthy absence of such 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 (5) consecutive workdays 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 (1st) and seventh (7th) days inclusive of a biweekly pay period, the step advancement shall be effective as of the beginning of the biweekly pay period.

b) When the step advancement date is between the eighth (8th) and fourteenth (14th) 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.

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 workday.

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 (2) weeks from the date of separation from the City, and in no event later than three (3) 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.

ARTICLE 8
PROMOTIONS - PROBATIONARY PERIODS

1. New Hires

a) All new hires are subject to probationary periods, the length of which is defined by the classification they occupy. While on probation, an employee is at-will. At-will means the employee's employment with the City can be terminated by management without reason or review.

b) Probationary employees will be evaluated, in writing, at least once, at or near the midpoint of their probationary period. The evaluation does not change the probationary status of the employee.

c) At the City's discretion, a new hire probationary period may be extended for a period not to exceed three (3) months, and only if the probationary employee received an evaluation as required by subsection (b) above prior to such extension.

2. Promotions

a) Process

- i. 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.
- ii. 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 meet the minimum qualifications for the posted position and their application must provide evidence of these qualifications; and
 - b. 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.
- iii. All internal applicants must successfully complete every phase required for the posted position, including, but not limited to: background screenings, objective testing, medical testing, panel interviews and department level interviews.
- iv. 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.

b) Probationary Period

- i. Employees who are promoted are on probation, the length of which is defined by the classification they occupy. If the employee is released from the promotional position prior to completion, the employee has a reversion right to the employee's former position.
- ii. Promotional probationary employees will be evaluated, in writing, at least once, at or near the midpoint of their probationary period. The evaluation does not change the probationary status of the employees.

c) Salary Upon 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 (5.0%) 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.

*ARTICLE 9
LONGEVITY PAY*

Unit employees who have completed five (5) regular full-time years of service shall be paid a sum equal to one percent (1.0%) of the base wages paid to the employee. Unit employees who have completed ten (10) regular full-time years of service shall be paid an additional one percent (1.0%), making a total of two percent (2.0%) of the base wages paid to such employee. Unit employees who have completed fifteen (15) regular full-time years of service shall be paid a sum equal to an additional one percent (1.0%), making a total of three percent (3.0%) 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 (40) hours per designated one hundred sixty-eight (168) 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.

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, and shift differential pay.
- b) A Unit employee shall be compensated for overtime work at one and one-half (1.5) 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 (1.5) hours credit for each overtime hour worked, up to a maximum accumulation of one hundred (100) 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 (80) hours during the last pay period in the City fiscal year.
- e) Use of compensatory time-off credits in excess of forty (40) hours are subject to the Unit employee providing his or her division manager with a seven (7) 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 twenty-dollar (\$20.00) 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 or she 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 (30) 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.
- c) Notwithstanding anything else to the contrary, a Unit employee on standby on a holiday under Article 32 of this MOU shall receive his/her normal shift hours at straight-time pay during his/her normal shift hours for being "on duty" plus his/her normal shift 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 (0.5) 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 two dollars (\$2.00) 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 his/her normal shift hours at straight-time pay during his/her normal shift hours for being “on duty” plus his/her normal shift 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 (0.5) 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 (2) hours of overtime compensation, or two (2) hours of compensatory time credits subject to the provisions of Article 10, Section 4(c). Should another callback be made within the same two (2) hours, the employee will be paid additional compensation only for time worked beyond the initial two (2) hours and will be paid overtime consistent with the MOU. In no event shall an employee be paid the minimum two (2) hours of overtime if they are already working and receiving overtime.

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 (1) hour of overtime compensation, or one (1) hour of compensatory time credits subject to the provisions of Article 10 Section 4(c).

3. No Standby Pay While on Callback

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.

ARTICLE 13 COMPENSATION FOR NIGHT WORK

1. Five Percent (5%) Increase

Those regular full-time Unit employees who work fifty percent (50%) or more of their work shift between 6:00 p.m. and 7:00 a.m. shall receive a five percent (5%) 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 (5%) increase in base wages for those additional hours worked.

2. Ten Percent (10%) Increase

Those regular full-time Unit employees who work fifty percent (50%) 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. A Department Director may request that certain eligible members receive bilingual pay. A member shall be certified by the City as possessing the skills necessary to communicate effectively with the public in English and a second language for the purpose of conducting City business.

- a) **Level I - Written and/or Conversational Bilingual.** Members proficient in a second language at an advanced level must meet the following criteria:
- i. The member must pass the bilingual competency test administered by the City, and
 - ii. The member shall provide basic oral translations as part of their regular job duties.

Members shall receive fifty dollars (\$50.00) per pay period for Level I competency.

- b) **Level II - Bilingual Translators.** Members who pass a skills-based test administered by the City to demonstrate advanced plus competency in written translation and oral interpretation.
- i. The member shall provide oral communication and translation, as well as written translations, as part of their regular job duties, including, but not limited to, writing and reviewing translated documents for distribution to City residents (i.e. City mailers, press releases, inserts in City utility bills, surveys, etc.).

Members shall receive one hundred dollars (\$100.00) per pay period for Level II competency.

- c) **Level III - Bilingual Translators.** Members who pass a skills-based test administered by the City to demonstrate superior competency in written translation and oral interpretation.
- i. The member shall provide superior oral communication and translation, as well as written translations, as part of their regular job duties, including, but not limited to, writing and reviewing translated documents for distribution to

City residents (i.e. City mailers, press releases, inserts in City utility bills, surveys, etc.).

Members shall receive one hundred twenty-five dollars (\$125.00) per pay period for Level III competency.

2. Employees who are receiving bilingual pay will be required to recertify every three (3) years. Employees who fail their recertification exam will have their bilingual pay cease on the following paycheck and will be eligible for retesting one (1) year from the date of their previous test.

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 (5%) 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 (10%) 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.

Beginning with the first (1st) full pay period of January 2020, the City will contribute one percent (1%) of base compensation to a 401(a) account.

ARTICLE 17
TUITION REIMBURSEMENT

1. Amount of Reimbursement/Conditions

City shall pay up to fifty percent (50%) of the cost of tuition, registration fees, laboratory fees, and books related to approved certifications and licensure for occupationally related school courses, workshops and seminars satisfactorily completed on the employee's own time up to a maximum of five hundred dollars (\$500.00) per Unit employee per City fiscal year 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.
- c) In the case of school courses for which a letter grade is given, such classes must be presented by an accredited high school, college, university or other accredited institution, and be satisfactorily completed with a grade of "C" or higher.
- d) 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.
- e) 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 (5) working days after the loss occurred.

2. Amount of Claim

The minimum claim shall be for ten dollars (\$10.00) per loss. Claims of under ten dollars (\$10.00) 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 (\$500.00) in one (1) calendar year. The maximum amount City shall pay any other Unit employee is two hundred fifty dollars (\$250.00) in one (1) 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 (\$10.00) minimum claim limit and the annual maximum of two hundred fifty dollars (\$250.00).
- 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 (\$250.00). A Unit employee shall be reimbursed for such stolen or damaged watches subject to a ten dollar (\$10.00) 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 thirty (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 (2.5%) 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 joint labor/management committee, to address various labor management issues covered under this MOU.

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 (1st) pay period beginning in October 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. The City shall increase the tool allowance for all classifications below by one hundred dollars (\$100.00) in October 2020 for a total of seven hundred dollars (\$700.00) and by an additional one hundred dollars (\$100.00) for a total of eight hundred dollars (\$800.00) in October 2021.

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

Effective October 2020:

<u>Classifications</u>	<u>Amount</u>
Fleet Services Mechanic I/II	\$700.00
Fleet Services Maintenance Worker	\$700.00
MRF Mechanic	\$700.00
Senior Fleet Services Mechanic	\$700.00

Effective October 2021:

<u>Classifications</u>	<u>Amount</u>
Fleet Services Mechanic I/II	\$800.00
Fleet Services Maintenance Worker	\$800.00
MRF Mechanic	\$800.00
Senior Fleet Services Mechanic	\$800.00

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 (1) 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 mileage rate authorized by the Internal Revenue Service, 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 (\$100,000) 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.

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: seventy-five dollars (\$75.00), one hundred and fifty dollars (\$150.00) or two hundred and fifty_dollars (\$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 (100%) 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. The City shall contribute thirty dollars and eighty-three cents (\$30.83) biweekly toward the employee's dental cafeteria plan. Employees who opt out of the dental plan and show proof of coverage will receive the City contribution as taxable income.

4. Cafeteria Plan

a) City shall maintain an insurance Cafeteria Plan for Unit employees. The City will increase the monthly contribution to the cafeteria plan by \$357.55 at the start of the 2020 benefits year, or the pay period following Council approval whichever is later. The total new contribution is as follows:

Employee Only/Employee Plus One/Family – \$827.89

The City will make an additional \$357.55 contribution for each tier of the plan effective at the beginning of the second benefit year following Council approval. The total new contribution is as follows:

Employee Only/Employee Plus One/Family – \$1,185.44

The City will make an additional \$357.56 contribution for each tier of the plan effective in the third benefit year following Council approval. The total new contribution is as follows:

Employee Only/Employee Plus One/Family – \$1,543.00

For those employees who waive the medical, the City will contribute the following per month in each plan year:

Year – \$727.89

Year 2 – \$985.44

Year 3 – \$1,243.00

In the final year of the contract if the bargaining group does not obtain and maintain a 65% participation then the “waive” will be reduced to \$900 per month in subsequent benefit year.

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
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.

- a) All requests must be made by the employee, in writing, using a City form.
- b) Vacation leave requests must be submitted to their Division Manager or designee, who will not be a Lead Worker nor Senior.
- c) The Division Manager or designee will return the request form to the employee no later than four (4) business days from when the request was made.
- d) All vacation leave requests will be granted, on a first submitted basis, unless two or more forms are handed in on the same day, in which case, the most senior employee's request will be granted.

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 (26) biweekly pay periods. Effective January 1, 2019, this maximum accrual cap shall be enforced every pay period.
- 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.
- 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, and educational incentive 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 (3.7) hours of sick leave for each biweekly pay period of service or major fraction thereof.

2. Maximum Limit

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 (600), except as otherwise provided below.

3. Sick Leave Conversion to Vacation Leave

After five (5) 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 (600) 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 (0.5) 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.

An 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 ninety-six and two tenths (96.2) hours of absence, for any reason, during one (1) fiscal year;
- 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 (50%) of accumulated, unused or unredeemed sick leave, not to exceed six hundred (600) hours, upon death, retirement or separation from service to those Unit employees with a minimum of five (5) 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 or 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.

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 (3) 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. In the event an employee is required to travel out of state to attend services for his or her deceased family member, the City may allow the use of up to two (2) days of accrued vacation leave to supplement the three (3) working days provided for in this Section.

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 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 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 (12) months and has worked at least twelve hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of leave.

3. Leave Period

An eligible Unit employee is entitled to a total of twelve (12) workweeks of leave during a twelve (12) month period calculated from January to December. The City shall designate the start of the leave as the first (1st) 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 *COURT APPEARANCES & JURY DUTY*

An employee, other than a provisional or temporary employee, shall be permitted authorized absence from duty for an appearance in court because of jury service, in obedience to a subpoena or by direction of proper authority, in accordance with the following provisions:

- a) Employees must notify their department head and direct supervisor of their jury duty summons or subpoena, as applicable.
- b) Said absence from duty including necessary travel time will be for actual hours served on jury duty or testifying as a witness in a criminal case, other than as a defendant. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court.
- c) If an employee is required to appear for a morning court session and is sent home before noon and not required to return in the afternoon, the employee will be expected to work his or her regular afternoon schedule. Such employee shall arrive at the work site as soon as reasonably possible following his or her release from jury service or other court appearance.
- d) The City agrees that during jury service or while testifying as a witness in a criminal case, other than as a defendant, Unit employees ordinarily assigned to afternoon and night shift shall be temporarily assigned to the day shift.
- e) Said absence(s) from duty will be without pay when the employee appears in a private litigation to which the City is not a party.

f) As a condition of receiving jury duty pay, the employee must remit to the City, through the employee's department head, within fifteen (15) calendar days after receipt, all fees except those specifically allowed for mileage and expenses.

g) Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or on behalf of the City of Oxnard in connection with a case in which the City is a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this MOU.

*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

A 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 (75%) 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 (26) weeks for any one (1) injury or sickness nor twenty-six (26) weeks per twelve (12) 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

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)

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 (1.5) their regular rate of pay for hours actually worked, or accrue compensatory time credits at one and one-half (1.5) hours for each hour actually worked, in addition to receiving straight time pay for said holiday.

d) For those 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.

4. Floating Holiday

a) In addition to the holidays listed in Section 1, one (1) floating holiday shall be granted on January 1st in calendar year 2020, 2021, and 2022. Each permanent, full-time employee covered under the terms of this MOU shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. This provision shall sunset at the end of this MOU. Employees must use their hours prior to the end of the MOU. Hours may not be carried forward between calendar years.

b) For employees on a 9/80 work schedule, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours.

c) Such leave with pay may be taken, subject to management approval, no later than December 31 of the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by December 31 as described above. Leave granted pursuant to this provision may be taken as one (1) full day or two (2) one-half (0.5) day increments.

ARTICLE 33 PART-TIME EMPLOYEES

1. 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 (0.5) or three-quarters (0.75), 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. Under Article 7, Section 2, Adjustment in 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).

2. 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 into the IUOE Local 501 bargaining unit. IUOE Local 501 shall represent all the above-described LBEs who perform IUOE Local 501 bargaining unit work on all matters covered within the scope of bargaining as defined in the Meyers-Milias-Brown-Act (“MMBA”).

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 MMBA.

Except as set forth herein, 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.

*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 (80) hours during a fourteen (14) day pre-established pay period. Unit employees shall be given fourteen (14) calendar 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 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*

1. 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.

2. 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 (2) weeks' notice to his/her division manager, unless otherwise agreed to by the City and the employee, in order to enable City to make proper provisions for filling his/her position. If the Unit employee fails to provide at least two (2) weeks' notice and the parties have not agreed to a shorter notice period, the 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 voluntarily and not then subject to a pending investigation or disciplinary action may apply for reinstatement within one (1) 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 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 (1) 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.

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

of Service.

- d) Unit Employees who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff received disciplinary action amounting to a suspension of more than forty (40) hours, or a demotion.
- e) A Unit employee who within the twenty-six (26) 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 (2) or more Unit 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 fourteen (14) calendar 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.

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 (5) 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.

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 (2) years from the date of demotion or layoff. A Unit employee not responding to the 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.

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 the 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.

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 (20) 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/NEGOTIATIONS*

1. Joint Labor/Management Committee

Recognizing the value of a committee where issues of common concern or where issues affecting the represented bargaining unit may be discussed, a Joint Labor/Management Committee has been established.

The Joint Labor/Management Committee may convene as often as needed but not less than once quarterly and not more than once a month for the term of this Agreement. Either IUOE Local 501 or management (or a management designated individual) shall submit to the other party a written request to meet at least ten (10) days prior to the date of the requested meeting and such meeting

request shall include an agenda. Such meeting(s) shall be scheduled to minimize disruptions to the delivery of City Services.

The Committee shall be composed of (i) all IUOE Local 501 designated Shop Stewards and business agent and (ii) up to an equal number of City management representatives, but in no event less than two (2) City management representatives. Additionally, the meeting space will be supplied by the City.

Representatives of IUOE Local 501 attending such meetings shall not lose pay or benefits as a consequence of their attendance. Such meetings shall be scheduled on regular City working days between 8:00 a.m. and 6:00 p.m. for a maximum of three (3) hours.

The Committee has no authority to amend or modify the current MOU.

2. Negotiations

a) Upon reasonable notice, but not less than seventy-two (72) hours in advance, IUOE Local 501 may request to hold a negotiation caucus meeting occurring during City business hours outside of the normal negotiation session and the City agrees not to unreasonably deny such request, subject to operational or other business needs. IUOE Local 501 will inform the City of the date and time of the caucus meeting, including proposed start and end times, prior to the meeting occurring. IUOE Local 501 will inform the City of the list of attendees at least forty-eight (48) hours in advance. IUOE Local 501 agrees that meetings convened under this section will be held only when necessary to develop proposals for the City or respond to substantive City proposals and will not be of excessive length.

b) For meetings that occur during an employee's regular work shift, employees will be paid for this meeting time, but not for meeting time beyond their regular shift (for example, if a meeting runs from 1:00 p.m. to 4:00 p.m. but the employee's regular shift ends at 3:00 p.m., he or she will be not be paid for time spent at the meeting after 3:00 p.m.). Employees who attend meetings outside of their regular shift will not be paid for attending such meetings. No overtime will be paid as a result of attending a meeting under this Section.

c) For purposes of the actual MOU negotiations, each party will be allowed up to four (4) persons plus an IUOE Local 501 or Management spokesperson/lead negotiator. IUOE Local 501 will be allowed to have an alternative available to attend the negotiation session(s) if one of the originally selected four (4) persons cannot attend. Additional IUOE Local 501 and management representatives may participate as subject matter experts when necessary to ensure Department representation on Department specific issues, or to provide technical information. The number of additional representatives shall be mutually agreed to by the parties.

ARTICLE 43
GRIEVANCE PROCEDURE

1. Definitions

a) “Day” means any business day.

b) “Grievance” for purposes of this Section, is a dispute between (i) the City and (ii) of one (1) or more employees and/or IUOE Local 501 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.

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.

c) “Immediate Supervisor” means the individual who has been designated by the department head as the person responsible for first step grievances.

2. Time Limits

Grievances must be presented within ten (10) days from the date the employee knew or reasonably should have known of the event giving rise to the grievance.

If any employee fails to take any action discussed in this procedure, including submission of the initial grievance or appeal from one step to the next step, within the time limitation established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and grievance shall not be subjected to further appeal or reconsideration.

If the grievant does not receive a response within the prescribed time limits, the grievance automatically goes on to the next step.

Any level of review or any time limits may be waived or extended by mutual written agreement of the parties concerned.

3. Procedure

a) Informal Conference

The employee shall first discuss the matter in an informal conference with the employee’s immediate supervisor within ten (10) days from the date the employee knew or reasonably should have known of the event giving rise to the grievance.

Formal Process

i. Step One: Written Grievance

If the matter is not resolved at the informal conference, the employee may, within ten (10) days after the informal conference, present the grievance in writing to the employee's immediate supervisor. The immediate supervisor, upon conferral with the employee's department head, will answer the employee's grievance in writing within ten (10) days after receipt of the grievance.

ii. Step Two: Appeal to Department Head

If the matter is not resolved in Step 1, the employee may, within ten (10) days after the immediate supervisor's written answer, appeal the grievance to the employee's department head. The department head will answer the grievance within ten (10) days after receipt of the grievance.

iii. Step Three: Appeal to Human Resources Director

If the employee does not accept the decision at Step 2, the employee may, within ten (10) days of the department head's written answer, present the grievance in writing to the Human Resources Director or his/her designee. The Human Resources Director or his/her designee may discuss the grievance with the employee, the employee's representative, and other appropriate persons as necessary. The Human Resources Director or his/her designee shall render a decision in writing to the employee within ten (10) days after receiving the grievance.

iv. Step Four: Appeal to Arbitrator

If the grievance is not resolved at Step 3 and if the grievance was not related to an appeal of a letter of reprimand, the employee may, within ten (10) days after receipt of the Human Resource Director's or his/her designee's written answer, appeal the grievance to advisory arbitration by signing and completing the City form and presenting it to the City Manager.

a. Selection of Arbitrator

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 submit to them a list of seven (7) 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 (1) name remains. Such person shall then become the arbitrator.

b. Arbitrator Findings and Recommendations

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

- i. 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.
- ii. 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.
- iii. The arbitrator shall be bound by Federal, State and Local Law.
- iv. 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 (10) days before the grievance was timely filed.
- v. Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.
- vi. The City Manager shall, within ten (10) 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.
- vii. The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

The written findings and recommendations of the arbitrator shall be executed within ten (10) days after the hearing, shall be made public, and shall be certified to the City Manager.

b) Review by the City Manager

The arbitrator's recommendations shall be subject to review by the City Manager in his/her sole discretion. The decision of the City Manager to approve or reject the arbitrator's recommendations shall be final.

4. Rights of Representation

A grievant may be accompanied by a representative at any step of the grievance process.

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 ten (10) calendar 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 basis for the action.

Upon hearing the employee’s response, the Skelly Officer shall issue their final action within fourteen (14) calendar days after the meeting. A delay in the response does not vacate the action if it should be upheld but allows for the employee to move the proposed discipline to the next step of the process.

3. Advisory Arbitration

a) The Unit employee and IUOE Local 501 jointly, within ten (10) calendar days of the receipt of a notice imposing a disciplinary action, may file an appeal to advisory arbitration.

b) If an appeal is filed, the employee representative from IUOE Local 501 shall contact the City within thirty (30) calendar days from the date of appeal to commence selecting an arbitrator and scheduling the matter for arbitration. If the employee representative from IUOE Local 501 does not contact the City within thirty (30) calendar days to commence the process, the employee shall have waived their right to file an appeal to advisory arbitration.

c) 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 (7) arbitrators who have had experience in the municipal sector. City and IUOE Local 501 shall select the arbitrator by alternatively striking names from a list until one (1) name remains. Such person shall then become the arbitrator. Should either party not engage in the strike off process within thirty (30) calendar days of the receipt of the list, then the responsive party shall have the right to select a name from the list and advise the unresponsive party of their selection and that individual shall become the arbitrator for the hearing.

d) 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 (10) 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 (10) 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.

ARTICLE 45
TERM OF MEMORANDUM OF UNDERSTANDING

1. Term

This MOU shall be effective October 1, 2019, and shall remain in full force and effect through June 30, 2022.

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 June 30, 2020, 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.

7. Successor Memorandum of Understanding

During the period between May 1 and May 31, 2022, 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, 2022, 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

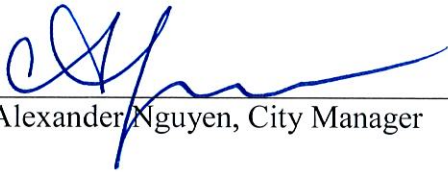
City shall not impose or threaten to impose reprisals by discriminating or threatening to discriminate against a Unit employee, or otherwise interfering with, restraining, or coercing a Unit employee.

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

*INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 501, AFL-CIO*



Alexander Nguyen, City Manager



Blair Brim, Business Representative



Steve Naveau, Director of Human Resources

Thomas O'Mahar, President



Jennie Kelly, Assistant City Attorney

Edward J. Curly, Business Manager and
General Vice President



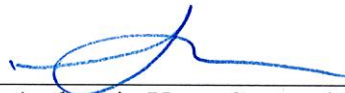
Mike More, Human Resources Manager



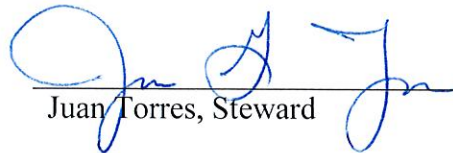
David Hart, Steward



Cliff Reilly, Steward



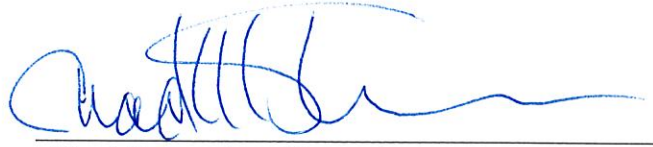
Ambrocio Yoro, Steward



Juan Torres, Steward



Jose Alvarez, Steward



Chad Shoemaker, Steward



Mike Love, Steward

Dated: _____

11/18/2019