

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LAKEPORT EMPLOYEES' ASSOCIATION
AND
CITY OF LAKEPORT**

July 1, 2021 to June 30, 2024

Adopted 9/21/2021

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AND
CITY OF LAKEPORT**

July 1, 2021 to June 30, 2024

This Memorandum of Understanding is made and entered into in the City of Lakeport, County of Lake, State of California, between the City of Lakeport (hereafter CITY) and representatives of the Lakeport Employees' Association (hereafter LEA) pursuant to *Government Code* Section 3500, *et seq.* In accordance with Employer-Employee Relations Policy of the City of Lakeport, located in the City of Lakeport Personnel Rules, the City Manager, and or designee(s), is the Employee Relations Officer for the City of Lakeport.

The parties acknowledge that they have met and conferred in good faith, have freely exchanged information, opinions, proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding (MOU) is the product of the above-described meeting and conferring process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the Lakeport Employees' Association agree to present this Memorandum of Understanding to their membership for acceptance and approval.

ARTICLE 1. DEFINITIONS

- 1.1 Employer** – the term “City” referred to herein shall be the City of Lakeport.
- 1.2 Association** – the term “Association” referred to herein shall be the Lakeport Employees' Association.
- 1.3 Employee** – the term “Employee” referred to herein shall be all employees of the City of Lakeport as listed in Article 2 of this MOU.

ARTICLE 2. RECOGNITION

The City hereby recognizes the Association as the sole and exclusive bargaining agent for the classes listed below, for all matters within the scope of representation:

Administrative Analyst
Administrative Specialist I
Administrative Specialist II
Assistant Planner
Associate Planner

Engineering Technician I
Engineering Technician II
Equipment Mechanic I & II
Financial Services Specialist I
Financial Services Specialist II
Financial Services Specialist III
GIS/Asset Management Technician
Housing Specialist
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Office Specialist
Parks Leadworker
Parks Maintenance Foreman
Parks Maintenance Worker I
Parks Maintenance Worker II
Permit Technician
Police Records & Evidence Clerk
Police Records Supervisor
Projects Coordinator
Public Works Foreman
Utility Operator I
Utility Operator II
Utility Operator III
Utility Operator/Maintenance Worker II
Wastewater Systems Supervisor I and II
Water Operations Supervisor I and II

ARTICLE 3. HIRING PROVISIONS

3.1 Non-Discrimination – No employee covered by this agreement shall be discriminated against by the City, or by the Association, by reason of race, color, religion, age, national origin, ancestry, citizenship, sex, gender, sexual identity, physical or mental disability, medical condition, marital status, sexual orientation or any other basis protected by law.

3.2 Employment – The City shall not discharge or otherwise discriminate against any employee by reason of Association activities not interfering with the proper performance of his/her work.

ARTICLE 4. CITY RIGHTS

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services. It is agreed that during the

term hereof, the City shall not be required to meet and confer on matters which are solely a function of management including the right to:

- a. Determine and modify the organization of City government and its constituent work units.
- b. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
- c. Determine the methods, means, and the number and kinds of personnel by which services are to be provided.
- d. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
- e. Direct employees, including scheduling and assigning work, work hours, and overtime.
- f. Establish employee performance standards and to require compliance therewith.
- g. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
- h. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- i. Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- j. Take all necessary actions to protect the public and carry out its mission in emergencies.
- k. Determine the content of job classifications and job descriptions.
- l. Contract out and transfer work out of the bargaining unit.

Decisions under this Article are generally not subject to the grievance procedure located in the City of Lakeport Personnel Rules. To the extent required by law, items "h" and "l" will be the subject of impact bargaining. Item "k" will be subject to meet and confer to the extent management decisions affect wages, hours and working conditions of the unit. The non-grievability of managerial rights does not impair or abrogate the ability to grieve and appeal all other provisions of the MOU and Personnel Rules unless by express prohibition of that article or provision.

ARTICLE 5. EMPLOYEE RIGHTS

Employees of the City shall have the right to form and participate in the activities of the employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because

of his/her exercise of these rights. Remedies granted to individual employees representing themselves will not reduce or eliminate rights, benefits, and compensation for Association members.

5.1 Maintenance of Membership: It is agreed that all Association members will maintain their Association membership in good standing for the duration of the labor agreement as a condition of membership.

ARTICLE 6. WAGES, HOURS AND WORKING CONDITIONS

6.1 Salaries –

- A. Effective first pay period after ratification (9/18/21 if ratified on 9/21/21) salaries shall be increased as follows:
 - 1. Utility Operator I: 15%
 - 2. Utility Operator II: 11%
 - 3. Utility Operator III: 11%
 - 4. Utility Operator/MWII: 11%
 - 5. Water or WW Operations Supervisor: 5%
 - 6. Maintenance Worker I: 10%
 - 7. Equipment Mechanic II: 9%
 - 8. All other LEA Positions: 3%
- B. Effective the first pay period after July 1, 2022, all salaries shall be increased 3%.
- C. Effective the first pay period after July 1, 2023, all salaries shall be increased 3%.
- D. Salary schedules are attached hereto and incorporated as Exhibit “A.”

6.2 Sixth Step - After an employee has been at the “E” step of a certain Range for two (2) years, that employee shall be elevated to the “F” step which shall reflect a 5% salary increase.

6.3 Clothing Allowance -

All employees assigned by their department head to wear a uniform shall have such uniform provided by the City. Employees will be distributed upon hire 6 short sleeve t-shirts, 3 long sleeve t-shirts, and 2 sweatshirts to be replaced as needed. A boot allowance of \$200 (per fiscal year) will be paid yearly directly by the city to the vendor or paid to the employee as a reimbursement through Accounts Payable. Safety jackets and weather related items such as rain gear and rubber boots will be provided as needed.

6.4 Retirement - The City shall provide retirement benefits under the Public Employees’ Retirement System plan commonly known as 2½% @ 55. City shall also provide highest final year compensation factor (Section 20042) and conversion of unused sick leave to service credit. (MOUs effective 7/1/99 and 7/1/04) IRS provision 414 (h) (2) shall also be implemented to provide for payment of employees share of PERS premium from non-taxed dollars. (MOU effective 7/1/99)

The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law amendments in Assembly Bill 340 became law on September 12, 2012 and the provisions were effective January 1, 2013.

The City and LEA agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013 all employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new Miscellaneous PERS pension formula 2% at 62, which is currently 6.25% of reportable compensation, with a three-year final compensation period. "Classic members" (employees hired prior to January 1, 2013) will retain the 2.5%@55 Miscellaneous PERS formula, which is 8% employee contribution with a one-year final compensation period.

The PEPRA defines a "new member" as : a) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system; b) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system; c) A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

6.4.1 Retirement Medical Benefit (Tier 1) *To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City - For regular, full-time employees hired before April 5, 1999, retiring from the City of Lakeport with Service or Industrial Injury Retirement, City agrees to offer and provide/pay the appropriate premium(s) for retiree and eligible dependent(s) medical insurance under the following conditions:*

- 6.4.1.1. To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan for a period of one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility
- 6.4.1.2. Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee's sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.
- 6.4.1.3. To be eligible the retiree and dependent(s) must elect to continue with such to coverage within thirty (30) days of the eligible employee's

retirement date. Thereafter retiree and dependent(s) are ineligible to participate in the City's offered program.

- 6.4.1.4. At the inception of retiree coverage the eligible dependents are only those who prior to the subscriber/employee retirement from city service were covered under the city sponsored health plan. This means that should the retiree remarry, adopt or otherwise acquire new dependents, City shall have no obligation to pay any portion of the health care premiums for such new dependents. The retiree (if they are otherwise eligible to participate in the health plan) may enroll at his or her own cost these new dependents.
- 6.4.1.5. To continue eligibility retiree and dependent(s) shall enroll in Medicare and/or MediCal or any other welfare benefit program for which eligible as soon as eligible. The City does not pay for Medicare A or B but will continue contribution to the health insurance program offered through City's primary health insurance plan provided the employee enrolls in relevant public health benefit program described above and for prescription drug coverage enrolls through Blue Cross in Medicare Part D. This requirement shall also apply to eligible dependent(s).
- 6.4.1.6. Under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, certain "qualifying events" allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree's dependents become eligible.
- 6.4.1.7. If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose retiree coverage benefit. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineer's medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)
- 6.4.1.8. City contribution toward retiree and dependent(s) premiums shall not exceed the maximum premium that the City contributes for the City sponsored plan for active employees.
- 6.4.1.9. The benefits provided under this section will continue for such retired employees and their legal dependent(s), if any, while said retired employee is alive. In the event of the retired employee's death, coverage will continue for the spouse until the spouse dies or remarries. In addition, the

benefits provided under this section will continue for said retired or deceased employee's legal dependent children who qualify as an Internal Revenue Service dependent until such children reach the age of disqualifications as stated in the current health plan contract or the spouse remarries, whichever occurs earliest.

- 6.4.1.10. Continuous service is defined as consecutive years of regular, full-time employment with the City. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service for the purpose of this section.
- 6.4.1.11. Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.
- 6.4.1.12. Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's employer, and his/her employer's coverage shall be considered primary.

6.4.2 Retirement Medical Benefit (Tier 2) *To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City - For regular, full-time employees hired after April 5, 1999, but before July 1, 2005, retiring from the City of Lakeport with Service or Industrial Injury Retirement, City agrees to offer and provide/pay towards the appropriate premium(s) for retiree and eligible dependent(s) medical insurance under the following conditions:*

- 6.4.2.1. To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan for one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility.
- 6.4.2.2. Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing

the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.

6.4.2.3. To be eligible the retiree and dependent(s) must elect to continue with such coverage within thirty (30) days of the eligible employees retirement date. Thereafter retiree and dependent(s) are ineligible to participate in the City's offered program.

6.4.2.4. At the inception of retiree coverage the eligible dependents are only those who prior to the subscriber/employee retirement from city service were covered under the city sponsored health plan. This means that should the retiree remarry, adopt or otherwise acquire new dependents, City shall have no obligation to pay any portion of the health care premiums for such new dependents. The retiree (if they are otherwise eligible to participate in the health plan) may enroll at his or her own cost these new dependents

6.4.2.5. City contribution towards retiree and dependent(s) medical coverage benefit for those retiring with Service Retirement is based on the following formula:

<u>Years of Continuous Service</u>	<u>% of Cost Covered by City</u>
12	40
15	60
18	80
21	100

6.4.2.6. City contribution towards retiree and dependent(s) medical coverage benefit for those retiring as a result of industrial injury is based on the following formula:

<u>Years of Continuous Service</u>	<u>% of Cost Covered by City</u>
5 plus	50
10 plus	100

6.4.2.7. To continue eligibility retiree and dependent(s) shall enroll in Medicare and/or MediCal or any other welfare benefit program for which eligible as soon as eligible. The City does not pay for Medicare A or B but will continue contribution to if to the health insurance program offered through City's primary health insurance plan provided the employee enrolls in relevant public health benefit program described above and for

prescription drug coverage enrolls in Medicare Part D. This requirement shall also apply to eligible dependent(s).

- 6.4.2.8. Under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, certain “qualifying events” allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree’s dependents become eligible.
- 6.4.2.9. If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose retiree coverage benefit. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineers medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)
- 6.4.2.10. City contribution toward retiree and dependent(s) premiums shall not exceed the maximum premium that the City contributes for the City sponsored plan for active employees.
- 6.4.2.11. Continuous service is defined as consecutive years of regular, full-time employment with the City. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service for the purpose of this section.
- 6.4.2.12. Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer’s coverage shall be considered primary.
- 6.4.2.13. Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provide under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse’s employer, and his/her employer’s coverage shall be considered primary.

6.4.3 Retirement Medical Benefit (Tier 3) *To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City - For employees hired after July 1, 2005, and retiring from the City of Lakeport under Service or Industrial Injury retirement provisions, City agrees to allow enrollment in City group medical plans at retiree's sole expense. This option shall cease upon death of retiree, though dependent(s) shall be provided COBRA or other legally required notice and benefits if they choose to stay in City group medical plan for the period of such COBRA benefit.*

- 6.4.3.1. To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan for one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility
- 6.4.3.2. Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.
- 6.4.3.3. To be eligible the retiree and dependent(s) must elect to continue with such coverage within thirty (30) days of the eligible employee's retirement date. Thereafter retiree and dependent(s) are ineligible to participate in the City's offered program.
- 6.4.3.4. At the inception of retiree coverage the eligible dependents are only those who prior to the subscriber/employee retirement from city service were covered under the city sponsored health plan. This means that should the retiree remarry, adopt or otherwise acquire new dependents, City shall have no obligation to pay any portion of the health care premiums for such new dependents. The retiree (if they are otherwise eligible to participate in the health plan) may enroll at his or her own cost these new dependents
- 6.4.3.5. Under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, certain "qualifying events" allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree's dependents become eligible.

- 6.4.3.6. If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose the ability to participate in City's group insurance program at their own expense. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineers medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)
- 6.4.3.7. Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.
- 6.4.3.8. Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provide under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's employer, and his/her employer's coverage shall be considered primary.

No Retiree Medical Benefit will be provided to those employees hired after July 1, 2005, other than described above.

6.5 Work Day/Work Week

6.5.1 Work Day: Work days will be nine (9) or eight (8) hours, depending up on the schedule. The Parks Department shall retain the 5-8 schedule during the summer season.

6.5.2 Work Week: The City agrees that the normal workweek for all represented members of the Association shall be 40 hours. The work-week for employees under the 9-80 schedule shall be defined by management. A typical work-week would be from mid-Friday to mid-Friday.

6.6 Overtime

6.6.1 Daily Overtime - Under the 9-80 schedule, overtime will paid for hours in excess of what was scheduled that day at the rate of one and one half times the regular rate. For example when scheduled to work a nine hour day, overtime would be paid after nine hours. The City Council, City Manager, or Department Head must approve all overtime. (Res. No. 1358 (90))

6.6.2 Standby - One designated person will be on standby duty for water, sewer and Public Works calls. At the discretion of the PW Director for known or anticipated events such as anticipated severe weather, an additional employee may be assigned to standby.

The standby person(s) will carry a paging device during off hours and is expected to be on the scene within 30 minutes of a call. The person(s) on standby duty will receive extra pay in the amount of \$35.00 per weekday, \$65 for weekends and \$100.00 on holidays, effective the first full pay period following MOU adoption. If there is a call, the standby person would receive a 2 hours minimum overtime credit. The standby employee would be allowed to take a City vehicle home equipped with a radio. (Res. No. 1647 (90))

6.6.3 Call Out Time - City agrees to pay all Public Works and Utilities employees a minimum of two hours show-up time for emergency call out situations. (MOU effective 7/1/85)

6.6.4 Furlough – No furloughs are required of Association Members during the term of this MOU.

6.7 Compensation for Unused Sick Leave

6.7.1. Upon termination (except termination for cause), retirement, or death of an employee, the City shall pay for unused sick leave as follows:

<u>Completed Service</u>	<u>Sick Leave Paid Off</u>
5 through 10 years continuous service	10.0%
Start of 11 th year through completion of year 15	20.0%
Start of 16 th year through completion of year 20	35.0%
Start of year 21 and thereafter	50.0%

6.7.2. Buy-out of sick leave hours is at the employee’s normal rate of pay at the time of separation. If employment is terminated due to death, the sick leave buy-out benefit will be paid as designated in writing by the employee or as otherwise provided by law.

6.7.3. The maximum pay-out of 50% of accumulated unused sick leave at the time of separation of service as defined above remains at a cash value not to exceed 800 hours. (MOU 99-00)

6.8 Holidays

Every permanent and every probationary employee shall not be required to be on duty on holidays, unless the employee’s services are needed and required in the interest of the public health, safety or general welfare, in which latter event, any such employee shall be compensated at the normal overtime rate of pay. If a holiday falls on an employee’s regularly scheduled time off, said employee shall be compensated at regular rate of pay or compensatory time off, at the employee’s discretion. (Res. 1178, MOU 86, 92-95)

As of 9/1/2020 the following holidays are observed: New Year's Day; Martin Luther King Junior Day; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day and Day after Thanksgiving; Christmas Eve Day and Christmas Day; and New Year's Eve

6.9 Bereavement Leave

6.9.1 An employee shall receive bereavement leave of three (3) days for an in-state incident, or five (5) days for an out-of-state incident, due to the death of his or her parent, stepparent, mother-in-law, father-in-law, spouse, child, stepchild, adopted child, son-in-law, daughter-in-law, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandfather-in-law, grandmother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

6.9.2 Bereavement leave is not subject to accrual and the leave allowed pursuant to this provision must be used for any single incident of bereavement within seven (7) days of the time the employee first takes bereavement leave for said incident.

6.9.3 Said bereavement leave is separate and shall not be credited against other forms of leave. The employee shall use bereavement leave before he/she makes use of accrued sick time.

6.10 Bi-lingual Proficiency

An employee who uses bilingual skills during the regular course of their duties, and on a regular basis, and who passes the required proficiency test(s), is eligible to receive a 2.5 percent bilingual pay premium. The employee's department head must certify that there is a significant need or benefit, on a regular basis, to having the employee certified in a particular language other than English in order for an employee to qualify for the bilingual pay premium.

6.11 Insurances

City agrees to pay the cost of employee health, dental, vision, life, and disability insurance premiums as follows:

6.11.1 Health Insurance - For the REMIF administered medical insurance plan, the City will contribute seventy-six percent (76%) of the monthly premiums and association members twenty-four percent (24%) of the monthly premiums.

It is agreed that the City paid portion of the premiums will be calculated as a percentage of the premium for the selected plan rounded up or down to the closest dollar. The 76%-24% premium sharing shall begin in the first month where the City is billed for the new REMIF-sponsored plan health premiums. The 24% of premium cost shall be made by way of payroll deduction from each semi-monthly check as has been the standard past practice.

City agrees to inform LEA of plan changes/discontinuances upon the city's receipt of the same from REMIF. City agrees to meet and consult (not negotiations/meet and confer) regarding any plan changes/discontinuances made during the term of this MOU.

Health Insurance Opt Out Program

Employees hired after January 1, 2018 are not eligible for Opt Out benefits.

On January 1, 2020, employees hired prior to July 1, 2014, will start receiving the following Opt-Out benefits: \$250 monthly for those eligible for single enrollment; \$400 monthly for those eligible for double enrollment; and \$500 monthly for those eligible for family enrollment. On the payroll period following ratification, these employees will receive 2/3 the difference between what they are receiving on January 1, 2018 and what they will receive on January 1, 2020. On January 1, 2019, these employees will receive 1/3 the difference between what they are receiving on January 1, 2018 and what they will receive on January 1, 2020.

Those employees (couple and family) participating in the Opt Out program prior to January 1, 2018, upon proof of coverage under an alternate medical insurance program an employee choosing to drop medical insurance coverage under the REMIF-sponsored plan will be paid monthly \$250 for those eligible for single enrollment; \$400 for those eligible for double enrollment; and \$500 for those eligible for family enrollment. Single category employees who applied for the Opt Out Program as of 7/1/2014 will be paid an amount equal to 75% of the city's cost of the single rate effective upon adoption of the MOU.

For employees hired prior to July 1, 2014 and who are participating in the Opt Out program, those employees will receive a one-time step increase the first pay period after ratification. The step increase will not alter the employee's anniversary date.

Under REMIF rules as of 7/1/2016, married couples may not cover each other under each other's plan when they both work for the same agency. The city will be enforcing the following: (1) married couples may each enroll in individual coverage or (2) one spouse may enroll in the plan and list the other as a dependent. Regardless of which option, the City will not offer an opt-out stipend, since alternate insurance is not available. This rule only applies to married couples within the REMIF plan.

Should the IRS (or other state or federal agency) adopt rulings or regulations that place the City at great risk of penalty for offering the stipend for opting out of medical insurance, the City reserves the right to delete the Stipend for Opting Out of City Medical Insurance.

6.11.2 Dental Insurance - For the REMIF administered Dental Plan, the City will contribute the entire premium for the duration of this MOU.

The City shall supplement the existing REMIF administered dental plan with orthodontic maximum lifetime benefit of \$1,000 per enrollee to the sum of \$2,000 per enrollee.

6.11.3 Vision Insurance - For the REMIF administered vision insurance plan, the City will contribute the entire premium for the duration of this MOU.

6.11.4 Life Insurance - For the REMIF administered Life & AD&D Insurance Plan, and the Long Term Disability Insurance Plan currently with, the City will contribute the entire premium for the duration of this MOU.

The Life and AD&D plan currently provides benefits based on one times Basic Annual Earnings, rounded to the next higher \$1,000, subject to a maximum of \$100,000.

The Long-Term Disability Insurance plan currently provides benefits up to maximum of \$6,000 monthly based on two-thirds of salary with an elimination period of 90 calendar days of disability within a 180 calendar day period.

6.11.5 Employee Assistance Program (EAP) - For the REMIF administered Employee Assistance Program; the City will contribute the entire premium for the duration of this MOU.

6.12 Merit Increase

Employees hired after November 14, 2014 are not eligible for a merit increase from step A to step B until the twelve-month anniversary i.e. end of probation.

6.13 Payday

The first pay period following ratification of similar language with the other City bargaining units, Employees shall be paid bi-weekly on every other Friday. Payment will reflect the number of hours worked at the employee's hourly rate. It is the employee's responsibility to submit their timesheet at the end of each pay period and failure to do so may result in a delay in processing the employee's pay check.

6.14 Integration/Coordination of Leaves with State Disability Insurance – For leaves qualifying for State Disability Insurance or Paid Family Leave, the City will allow a coordination of leave benefits with SDI for members of the Lakeport Employees' Association. Coordination of benefits only applies to paid leave that is available in an employee's sick, vacation, or CTO bank and is subject to rules of SDI.

6.15 Hold Harmless - The Association shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the the withholding of union fees provisions herein. In no event shall the City be required to pay from its own funds, Association dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reason. Union dues and any assessments with be collected by the City through payroll deduction and remitted to the Association.

6.16 Evaluations - Beginning 9-21-2021, as part of the employee's annual evaluation, a self - evaluation form will be provided to enhance the evaluation process. Participation in or use of the self-evaluation shall be voluntary.

6.17 Final Stage of Grievance Procedure – An appeal of a grievance not resolved at Step 3 may be submitted as Step 4 to City Manager in writing no later than 14 days after the date of the Department Head's written reply. The grievant shall present to the City Manager copies of the Step 2 and 3 responses. Within 14 calendar days thereafter, the City Manager will schedule a meeting with the grievant to discuss the matters. After consideration of the facts and an investigation, if necessary, the City Manager shall issue his or her written decision to the grievant.

If the grievant is dissatisfied with the decision of the City Manager, he/she may, within 5 calendar days of the written decision, request that the matter be brought to a neutral mediator for non-binding mediation. The mediator shall be properly trained and parties shall split the cost of the mediation equally.

6.18 Final Stage of Disciplinary Procedure - The appeal to the City Manager is the final level of review for any disciplinary matter, and shall constitute the Evidentiary Appeal. If the employee is dissatisfied with the decision of the City Manager, they may as the next and final procedure and within 5 calendar days of the written decision, request that the matter be brought to a neutral mediator for non-binding mediation. The mediator shall be properly trained and parties shall split the cost of the mediation equally.

6.19 Absenteeism - An employee may be disciplined, up to and including termination, for excessive absenteeism or tardiness (excused or not) which affects the employee's ability to perform assigned duties, interferes with the efficient or effective operation of City programs, or establishes a pattern of abuse or neglect. Excessive absenteeism or tardiness is determined by the City Manager and each employee shall be evaluated on a case-by-case basis, subject to applicable law.

6.20. Vacation Buy-Out - Employees shall be entitled to one (1) request during each fiscal year to cash-out payment of their Vacation Leave equal to forty (40) hours in lieu of using it as paid time off if they have a minimum of 150 vacation hours. The decision to cash-out Vacation Leave is at the sole discretion of the City Manager and is not appealable.

ARTICLE 7. ASSOCIATION BUSINESS

7.1 Association Business - City shall allow 1 day (8 hours) of non-accruing leave to a designated member of the Lakeport Employees' Association for the conduct of association business or attendance at an educational function, with 1 week advance notice by the member and approval by the appropriate department head. (MOU effective 12/1/87)

ARTICLE 8. PRIOR MOUS, RESOLUTIONS, ORDINANCES AND PRACTICES

All care and diligence was used in the preparation of this comprehensive MOU. With all parties having an opportunity for input and research, it is mutually agreed that this comprehensive MOU will supersede all previous MOUs. It is agreed that all Resolutions and Ordinances in conflict with provisions of this MOU may be repealed by the City Council without further need for meet and confer. If the Association has reason to believe a past practice currently exists that is different or inconsistent with the terms of this MOU they agree to present these practices to management during the fiscal 2024-2025 meet and confer session.

ARTICLE 9. CONTENT, TERMS AND RECOMMENDATIONS

9.1 Severability – If any article or section of this Memorandum of Understanding should be invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the City and the Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

9.2 Catastrophic Leave: During the term of this agreement, parties agree to meet and confer regarding the development of a comprehensive Catastrophic Leave Policy.

9.3. Term – The term of this Memorandum of Understanding shall be from July 1, 2021 to June 30, 2024.

Dated: September _____, 2021

CITY OF LAKEPORT

LAKEPORT EMPLOYEES ASSOCIATION

Kevin Ingram, City Manager



Linda Sobieraj, LEA Representative

Approved as to Form:

Margaret Long, City Negotiator

Michael Allen, LEA Negotiator

City of Lakeport
Lakeport Employees' Association Salary Schedule
Monthly Rates with Steps
Effective First Pay Period After Ratification

Classification Name	Classification No.	A	B	C	D	E	F
Office Specialist	GU108	2,524	2,650	2,783	2,922	3,068	3,221
Parks Maintenance Worker I	GU124	2,734	2,871	3,015	3,166	3,324	3,490
Equipment Mechanic I	GU131	2,832	2,974	3,123	3,279	3,443	3,615
Maintenance Worker I	GU138	2,932	3,079	3,233	3,395	3,565	3,743
Parks Maintenance Worker II, Police Records & Evidence Clerk	GU139	2,947	3,094	3,249	3,411	3,582	3,761
Administrative Specialist I, Financial Services Specialist I	GU140	2,962	3,110	3,266	3,429	3,600	3,780
Deputy City Clerk I	GU156	3,208	3,368	3,536	3,713	3,899	4,094
Utility Operator I	GU162	3,304	3,469	3,642	3,824	4,015	4,216
Financial Services Specialist II, Maintenance Worker II	GU165	3,355	3,523	3,699	3,884	4,078	4,282
Engineering Technician I	GU172	3,474	3,648	3,830	4,022	4,223	4,434
Administrative Specialist II	GU174	3,508	3,683	3,867	4,060	4,263	4,476
Equipment Mechanic II	GU175	3,526	3,702	3,887	4,081	4,285	4,499
Assistant Planner, Deputy City Clerk II, Maintenance Worker III, Parks Leadworker, Permit Technician, Utility Operator/MWII	GU181	3,634	3,816	4,007	4,207	4,417	4,638
Utility Operator II	GU196	3,915	4,111	4,317	4,533	4,760	4,998
Engineering Technician II, Parks Maintenance Foreman	GU197	3,935	4,132	4,339	4,556	4,784	5,023
GIS/Asset Management Technician	GU199	3,975	4,174	4,383	4,602	4,832	5,074
Administrative Analyst, Housing Specialist	GU206	4,115	4,321	4,537	4,764	5,002	5,252
Building Inspector, Financial Services Specialist III	GU213	4,262	4,475	4,699	4,934	5,181	5,440
Police Records Supervisor	GU219	4,392	4,612	4,843	5,085	5,339	5,606
Utility Operator III	GU221	4,436	4,658	4,891	5,136	5,393	5,663
Wastewater Systems Supervisor I, Water Operations Supervisor I	GU223	4,480	4,704	4,939	5,186	5,445	5,717
Associate Planner, Deputy City Clerk III - Records Supervisor, Electrical Mechanical Technician (EMT), Projects Coordinator	GU233	4,709	4,944	5,191	5,451	5,724	6,010
Public Works Foreman	GU240	4,877	5,121	5,377	5,646	5,928	6,224
Wastewater Systems Supervisor II, Water Operations Supervisor II	GU244	4,976	5,225	5,486	5,760	6,048	6,350

City of Lakeport
Lakeport Employees' Association Salary Schedule
Monthly Rates with Steps
Effective First Pay Period After 7/1/2022

Classification Name	Classification No.	A	B	C	D	E	F
Office Specialist	GU108	2,602	2,732	2,869	3,012	3,163	3,321
Parks Maintenance Worker I	GU124	2,818	2,959	3,107	3,262	3,425	3,596
Equipment Mechanic I	GU131	2,917	3,063	3,216	3,377	3,546	3,723
Maintenance Worker I	GU138	3,022	3,173	3,332	3,499	3,674	3,858
Parks Maintenance Worker II, Police Records & Evidence Clerk	GU139	3,037	3,189	3,348	3,515	3,691	3,876
Administrative Specialist I, Financial Services Specialist I	GU140	3,052	3,205	3,365	3,533	3,710	3,896
Deputy City Clerk I	GU156	3,304	3,469	3,642	3,824	4,015	4,216
Utility Operator I	GU162	3,406	3,576	3,755	3,943	4,140	4,347
Financial Services Specialist II, Maintenance Worker II	GU165	3,457	3,630	3,812	4,003	4,203	4,413
Engineering Technician I	GU172	3,580	3,759	3,947	4,144	4,351	4,569
Administrative Specialist II	GU174	3,616	3,797	3,987	4,186	4,395	4,615
Equipment Mechanic II	GU175	3,634	3,816	4,007	4,207	4,417	4,638
Assistant Planner, Deputy City Clerk II, Maintenance Worker III, Parks Leadworker, Permit Technician, Utility Operator/MWII	GU181	3,744	3,931	4,128	4,334	4,551	4,779
Utility Operator II	GU196	4,035	4,237	4,449	4,671	4,905	5,150
Engineering Technician II, Parks Maintenance Foreman	GU197	4,055	4,258	4,471	4,695	4,930	5,177
GIS/Asset Management Technician	GU199	4,095	4,300	4,515	4,741	4,978	5,227
Administrative Analyst, Housing Specialist	GU206	4,241	4,453	4,676	4,910	5,156	5,414
Building Inspector, Financial Services Specialist III	GU213	4,392	4,612	4,843	5,085	5,339	5,606
Police Records Supervisor	GU219	4,525	4,751	4,989	5,238	5,500	5,775
Utility Operator III	GU221	4,571	4,800	5,040	5,292	5,557	5,835
Wastewater Systems Supervisor I, Water Operations Supervisor I	GU223	4,617	4,848	5,090	5,345	5,612	5,893
Associate Planner, Deputy City Clerk III - Records Supervisor, Electrical Mechanical Technician (EMT), Projects Coordinator	GU233	4,853	5,096	5,351	5,619	5,900	6,195
Public Works Foreman	GU240	5,026	5,277	5,541	5,818	6,109	6,414
Wastewater Systems Supervisor II, Water Operations Supervisor II	GU244	5,127	5,383	5,652	5,935	6,232	6,544

City of Lakeport
Lakeport Employees' Association Salary Schedule
Monthly Rates with Steps
Effective First Pay Period After 7/1/2023

Classification Name	Classification No.	A	B	C	D	E	F
Office Specialist	GU108	2,678	2,812	2,953	3,101	3,256	3,419
Parks Maintenance Worker I	GU124	2,900	3,045	3,197	3,357	3,525	3,701
Equipment Mechanic I	GU131	3,005	3,155	3,313	3,479	3,653	3,836
Maintenance Worker I	GU138	3,110	3,266	3,429	3,600	3,780	3,969
Parks Maintenance Worker II, Police Records & Evidence Clerk	GU139	3,126	3,282	3,446	3,618	3,799	3,989
Administrative Specialist I, Financial Services Specialist I	GU140	3,142	3,299	3,464	3,637	3,819	4,010
Deputy City Clerk I	GU156	3,404	3,574	3,753	3,941	4,138	4,345
Utility Operator I	GU162	3,506	3,681	3,865	4,058	4,261	4,474
Financial Services Specialist II, Maintenance Worker II	GU165	3,560	3,738	3,925	4,121	4,327	4,543
Engineering Technician I	GU172	3,686	3,870	4,064	4,267	4,480	4,704
Administrative Specialist II	GU174	3,723	3,909	4,104	4,309	4,524	4,750
Equipment Mechanic II	GU175	3,742	3,929	4,125	4,331	4,548	4,775
Assistant Planner, Deputy City Clerk II, Maintenance Worker III, Parks Leadworker, Permit Technician, Utility Operator/MWII	GU181	3,856	4,049	4,251	4,464	4,687	4,921
Utility Operator II	GU196	4,155	4,363	4,581	4,810	5,051	5,304
Engineering Technician II, Parks Maintenance Foreman	GU197	4,176	4,385	4,604	4,834	5,076	5,330
GIS/Asset Management Technician	GU199	4,218	4,429	4,650	4,883	5,127	5,383
Administrative Analyst, Housing Specialist	GU206	4,368	4,586	4,815	5,056	5,309	5,574
Building Inspector, Financial Services Specialist III	GU213	4,523	4,749	4,986	5,235	5,497	5,772
Police Records Supervisor	GU219	4,661	4,894	5,139	5,396	5,666	5,949
Utility Operator III	GU221	4,707	4,942	5,189	5,448	5,720	6,006
Wastewater Systems Supervisor I, Water Operations Supervisor I	GU223	4,755	4,993	5,243	5,505	5,780	6,069
Associate Planner, Deputy City Clerk III - Records Supervisor, Electrical Mechanical Technician (EMT), Projects Coordinator	GU233	4,998	5,248	5,510	5,786	6,075	6,379
Public Works Foreman	GU240	5,175	5,434	5,706	5,991	6,291	6,606
Wastewater Systems Supervisor II, Water Operations Supervisor II	GU244	5,279	5,543	5,820	6,111	6,417	6,738