

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EUREKA

AND

TEAMSTERS LOCAL 137

JULY 1, 2024

To

JUNE 30, 2027

SUMMARY OF REVISIONS

TEAMSTERS LOCAL 137 MOU (JULY 1, 2024 – JUNE 30, 2027)

The items summarized below are revisions agreed upon and included in the attached Teamsters Local 137 Memorandum of Understanding submitted for Council approval:

- **Article 1 – Term Of Agreement**
July 1, 2024 through June 30, 2027
- **Article 2.A. – Wages**
Base Salary COLA increase eleven percent (11%) as follows:
 - 5% July 1, 2024
 - 3% July 1, 2025
 - 3% July 1, 2026
- **Article 2. B. – Longevity**
Change longevity rates to the following:
 - 2% - 5 years
 - 4% - 10 years
 - 6% - 15 years
- **Article 5 – Tool Maintenance Allowance**
Increase tool allowance to the following
Steps: Year 1 - \$400.00
Year 2 - \$550.00
Year 3 - \$1,000.00
- **Article 6 – Uniform Allowance**
Increase boot allowance from \$200.00 to \$250.00 per fiscal year. Add employees working in the following eligible classifications:
 - Zookeeper
 - Animal Care Supervisor
 - Code Enforcement Officer I/II
 - Equipment Mechanic I/II
 - Senior Equipment Mechanic
- **Article 7 – Retirement Plan**
Eliminate Section B – Cease employee 3% deduction toward employer CalPERS contribution rate. Return 3% to employee base wages.
- **Add New Article - Physical Fitness and Weight Management Program**
Up to \$360.00 per year reimbursement for authorized fitness, gym, marital arts, or weight management programs.

➤ **Article 8 – Health Benefit**

Add a – Vision and Dental bullet for Section D

The City will cover the employee only cost for Vision/Dental insurance under the Teamsters vision/dental plan, not to exceed \$70.00 per month per employee.

➤ **Add New Article - Certification Pay**

Where not required for the position, employees may be eligible to receive the following incentive pay for obtaining a commercial drivers license.

Class B – 2% of base salary

Class A – 4% of base salary

Requires Department Director/HR Authorization. This will apply only to classifications where driving a commercial vehicle is a consistent and ongoing need.

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EUREKA

AND

TEAMSTERS LOCAL 137

REGARDING SALARIES AND SUPPLEMENTAL BENEFITS FOR

JULY 1, 2024 – JUNE 30, 2027

A. In accordance with the provisions of the Meyers-Milias Brown Act, Section 3500 et. seq. of the Government Code of the State of California, the authorized representatives of the City of Eureka, herein called City, have met and conferred in good faith with the authorized representatives of the Teamsters Local 137, regarding salaries and supplemental benefits.

B. The City hereby recognizes the Teamsters Local 137 as the representative for employees working in the classifications listed on the following page and such other classifications as may be created during the term of this agreement that are not filled by employees properly designated as "Confidential Employee" or "Management Employee" and/or that are not property allocated to a bargaining unit not represented by Teamsters Local 137. Said classifications may be deleted from time to time as provided in Employer- Employee Relations Resolution 6708.

The parties agree that recognition is intended to extend to all regular City Council allocated positions, whether full-time or part-time, in the classes listed on the following page. Regular City Council allocated position is defined to mean those positions approved by the City Council and subject to the provisions of the City's Personnel Rules and this Memorandum of Understanding, herein referred to as "MOU". These positions are in the classified/competitive service as compared to Temporary, Seasonal and Extra Help positions, which are not. No person employed by the City in a Temporary, Seasonal or Extra Help status, in an Teamsters Local 137-represented class, shall be subject to the provisions of this MOU or be eligible for the benefits provided therein.

C. The following points of agreement represent those which the Teamsters Local 137 and City representatives mutually agree are fair and reasonable and are recommended for adoption.

ARTICLE 1 - TERM – TEAMSTERS LOCAL 137

- A. The terms and conditions of this Agreement shall begin on July 1, 2024 and continue through June 30, 2027, at 11:59 p.m. unless otherwise specified herein.
- B. The City and Teamsters Local 137 agree to operate under the current MOU until such time, as a new MOU is adopted.

ARTICLE 2 - SALARIES – TEAMSTERS LOCAL 137

A. Base Salary increase eleven percent (11%) as follows:

5% July 1, 2024

3% July 1, 2025

3% July 1, 2026

B. Longevity/Retention Base Salary Increase

Teamsters Local 137 employees shall receive a longevity/retention base salary increase on their regular paychecks in accordance with the following schedule:

1. Teamsters Local 137 employees with five (5) years of continuous service with the City of Eureka shall begin receiving a two percent (2%) base salary increase.
2. Teamsters Local 137 employees with ten (10) years of continuous service with the City of Eureka shall begin receiving a four percent (4%) base salary increase.
3. Teamsters Local 137 employees with fifteen (15) years of continuous service with the City of Eureka shall begin receiving a six percent (6%) base salary increase.

ARTICLE 3 - OVERTIME AND CALL-BACK – TEAMSTERS LOCAL 137

- A. The City has the right to assign and schedule overtime for Teamsters Local 137 represented employees. Whenever possible, overtime shall be assigned first to those employees who willingly volunteer for such overtime assignments.

An eligible employee shall receive overtime compensation for all time paid in excess of the normal forty (40) hours in a normal work week schedule of seven days. As designated by the employee, overtime shall be compensated either in cash at the rate of one and one-half (1-1/2) times the basic authorized rate of pay of the employee at the time of payment or, in compensatory time off to be accumulated and used or paid at a later time as provided in this Article at the rate of one and one-half (1-1/2) times the time worked.

- B. All overtime not designated for cash payment shall be accumulated as compensating time off. An employee may accumulate no more than 160 hours of compensating time off except as herein provided below. In the event an employee has 160 hours of compensating time off accumulated, any overtime thereafter earned shall be paid in cash.
- C. At the option of either the employee or the City, all or part of any compensating time off accumulated by an employee may be paid in cash in the last pay period of the calendar year. All compensating time off accumulated by an employee shall be paid in cash at the time the employee separates from City employment.
- D. All or part of any compensating time off accumulated by an employee may be used by an employee at a time mutually agreed to by the employee and the employee's supervisor.
- E. An employee who is scheduled to report to work prior to the beginning of their regularly scheduled workday, or to remain at work after the end of their regularly scheduled workday, will be entitled to either overtime or compensating time off for all time worked beyond their regular shift. However, an employee who returns to work because of an unscheduled departmental request made after or prior to the regularly scheduled workday, shall be credited with three hours minimum callback plus any excess time worked. Once the employee begins their regularly scheduled shift, then normal wage resumes. It is understood that the three (3) hours overtime minimum described above is compensated at the one and one half (1.5) time premium rate, thereby equating to 4.5 hours of compensation.

An employee who is required to return to work a second time within three (3) hours of the time worked under the conditions set out above, shall not receive an additional three (3) hours minimum credit for such second call, but shall be compensated for actual hours worked. A second call-back occurring three hours after the first call to return to work shall be considered call-back and shall be compensated with an additional 3-hour minimum credit for such second call. In both cases referenced above, the three-hour period begins at the time the first call-back is received.

- F. Staff meetings that cannot be scheduled during regular working hours shall be considered overtime, not call-back. Training sessions which cannot be scheduled during regular working hours shall be considered overtime when mandated by the Department Head. No overtime may be earned for Staff meetings and training sessions without prior approval of the Department Head or his/her designee. To the greatest degree possible, the City will endeavor to schedule Staff meetings or training during an employee's normal work hours, or before, or after an employee's shift. In those cases where such scheduling is not possible, the City will attempt to provide 72 hours advance notice of Staff meetings or training.

ARTICLE 4 – STANDBY – TEAMSTERS LOCAL 137

- A. Standby shall be assigned to qualified employees in the Water Distribution, Sewer Collection, Water Treatment, Wastewater Treatment, and Community Services Facilities Maintenance Divisions year-round on a weekly basis. Employees on standby will be issued a cell phone and response vehicle. They must respond by phone immediately when called, and must be at the job site within thirty (30) minutes of being called. Standby pay is \$250 per week, and employees will also receive call-back pay as described in Article 3.
- B. Standby may be assigned to employees of other Public Works divisions as necessary, and the provisions of “A” above will apply.
- C. Standby may also be assigned to ECEA-represented employees in departments other than Public Works. These employees will receive one 8-hour day of compensating time off for each week they are on standby. If called out while on Standby, these employees will receive call-back pay as described in Article 3.

ARTICLE 5 - TOOL MAINTENANCE ALLOWANCE - TEAMSTERS LOCAL 137

- A. The following employee classifications represented by the Association, who are required to furnish their own tools, shall be paid up to the following amounts per calendar year as reimbursement for repair, replacement, or purchase of tools necessary for the proper performance of City duties:

Classification: Equipment Mechanic I; Equipment Mechanic II; Equipment Services Technician

The following amounts shall be paid per calendar year:

\$400 the first year of employment
\$550 the second year of employment
\$1000 the third year of employment and beyond.

As specified above, “the first year of employment” begins upon the date of hire; “the second year of employment” begins the day following completion of the first full year of employment; and “the third year of employment” begins the day following completion of the second full year of employment.

- B. The specified reimbursement amounts in Item A are maximum limits, not guaranteed payments. Eligible employees will receive reimbursement only for the exact amount(s) specified on submitted receipts, up to the applicable limit.
- C. Claims by such employees for damaged or lost tools above the sums outlined above are expressly waived.
- D. Claims under this article shall be made and are subject to the approval of the appropriate department head.
- E. Receipts for a given calendar year must be received no later than the last calendar day of that year, and will be credited to that calendar year even if reimbursement is made in the next calendar year (i.e., if a receipt is submitted on December 31 and paid on January 7 of the next year, the reimbursement is for the calendar year ending on December 31).
- F. In the event an employee terminates City employment for any reason prior to the completion of the probationary period, all tools procured through the use of the Tool Maintenance Allowance shall be remitted to the City, except for tools procured to replace tools furnished by the employee.
- G. The City and Teamsters Local 137 acknowledge that the Tool Maintenance Allowance as outlined above is a fair compensation for repair, replacement or purchase of the tools used by the specific classifications and that future increases in the Tool Maintenance Allowance will be limited to a figure based upon a fair measure of an inflationary increase in the cost of such tools.

ARTICLE 6 - UNIFORM ALLOWANCE - TEAMSTERS LOCAL 137

- A. The Teamsters Local 137 classified employees in the Parks, Harbor Maintenance (Not Wharfinger), Streets, Water Distribution, Wastewater Collections, Water Treatment and Wastewater Treatment Plants shall be given a boot allowance of two hundred and fifty dollars (\$250.00) per the City's fiscal year. Facilities Maintenance Division employees are eligible depending on primary assignment (i.e. not cleaning duties). Additional classifications eligible for this allowance include: Zookeeper, Animal Care Supervisor, Code Enforcement Officer I/II, Equipment Mechanic I/II, and Senior Equipment Mechanic.
- a. The specific Teamsters Local 137 classified employees listed above must have completed probation to be eligible for Uniform Allowance program.
 - b. Receipts for a given fiscal year must be received no later than the last fiscal calendar date of June 30th, and it will be credited to that fiscal year even if reimbursement is paid in the next fiscal year beginning on July 1st.

ARTICLE 7. - RETIREMENT - TEAMSTERS LOCAL 137

- A. Retirement benefits constitute a continuation of existing benefits. The City agrees to continue those PERS Retirement Benefits contained in the PERS contract, as of June 30, 2000.
- B. The 7% employee PERS contribution formerly paid by the City on the employee's behalf will be included in the employee's salary and will be paid by the employee.
- C. The City agreed to amend the PERS contract to provide retirement calculation based on the one-year final compensation formula, rather than the three-year average compensation formula, for Miscellaneous PERS members.
- D. The City agreed to amend the PERS contract to provide the 2.7% @ 55 formula for Miscellaneous PERS members. The parties agreed that the City shall be responsible for assuming those increased costs associated with an increase in the Employer Contribution Rate as determined by PERS, and the Employees shall be responsible for assuming the 1% increase in the Employee Contribution Rate (from 7% to 8%) required for the 2.7% @ 55 formula.
- E. During the term of the Agreement, each party will meet at the request of the other party to discuss retirement options with the understanding that such discussions may only be about retirement options that are cost-neutral to the City. Such discussions will not be considered meet and confer sessions nor shall this Agreement be considered reopened for the purpose of such discussions.
- F. It is understood by the parties that employees hired by the City after January 1, 2013, may be covered by different PERS formulas than those described in A, C, D and E above pursuant to the California Public Employees' Pension Reform Act (PEPRA) and all applicable amendments thereto.
- G. PEPRA and Employee PERS Contributions
The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law (PERL) amendments in Assembly Bill (AB) 340 became law on September 12, 2012, and the provisions were effective January 1, 2013.

Teamsters Local 137 and the City agree to implement all PEPRA provisions and all applicable amendments thereto. Effective January 1, 2013, PERS "Miscellaneous" employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new "Miscellaneous" pension formula 2% @ 62, with a 3-year final compensation period.

"Classic Miscellaneous members" defined as those employees hired prior to January 1, 2013, will retain the 2.7% @ 55 Miscellaneous PERS formula with an 8% member contribution with a 1-year final compensation period.

Employee member contributions shall be on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

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 CA public retirement system.
- c. A member who first establishes 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.

ARTICLE 8 - HEALTH BENEFIT – TEAMSTERS LOCAL 137

- A. The initial full side letter agreement between the City and Teamsters Local 137 regarding health insurance benefits is attached to this MOU, and the items included in this Article represent a partial summary of, and these subsequent amendments to, the terms of that side letter.
- B. The monthly financial obligation of the City and of the employee for health insurance premiums for Teamsters Local 137-represented shall be as follows:
 - 1. Insurance Plan: Teamsters, Plan E with HSA (Health Savings Account) or HRA (Health Reimbursement Account).
 - 2. Employee contributions shall be 20% of the total premium. The City will pay the remaining 80% of the medical premiums according to the medical plan and coverage selected by the employee. Total monthly contribution includes premium, and the required employer HSA or HRA contribution.

Employees who choose to opt out of health insurance coverage due to having other coverage available to them will receive a payment of \$300 per month. In order to be eligible to opt out, employees must comply with the appropriate provisions of the plan, provide proof of other insurance, and sign an agreement holding the City and Teamsters Local 137 harmless.

The City agrees to pay the entire deductible/contribution to the HSA or HRA account of each participating employee. The City agrees to “frontload” the deductible/HSA or HRA contribution for all participating employees at the beginning of the calendar year. All employees participating in health insurance coverage must sign a form authorizing the City to deduct any applicable frontloaded monies from their final paycheck. Should a separating employee’s final paycheck be inadequate to cover the amount to be deducted, ECEA agrees to provide any difference to the City up to the total.

- C. During the term of this MOU, the parties agree to reopen negotiations upon notification of any plan changes.
- D. Dental/Vision Benefit
The City will cover the employee only cost for Vision/Dental insurance under the Teamsters vision/dental plan, not to exceed \$70.00 per month.

ARTICLE 9 - LIFE INSURANCE – TEAMSTERS LOCAL 137

- A. During the term of this agreement, the City shall continue to provide a \$5,000 life insurance policy for each eligible employee, and a \$1,000 policy for each eligible dependent.

**ARTICLE 10 – PHYSICAL FITNESS AND WEIGHT MANAGEMENT PROGRAM -
TEAMSTERS LOCAL 137**

Represented employees are eligible to receive up to \$360.00 per year (\$30.00 per month) for annual reimbursement towards membership in physical fitness and/or weight management programs. This includes membership in a local health club/fitness center or martial arts program; membership for an online or downloadable physical fitness/personal training program; registration and meeting/workshop fees for weight management programs; or other fitness or wellness programs pre-approved by the City Manager or designee.

For the purposes of this Section, physical fitness memberships are intended to be for a local health club/fitness center or martial arts program, or digital physical fitness/personal training program, whose main function is to provide strength training, cardio, and/or recognized martial arts discipline workouts. Weight management program membership reimbursements apply towards registration and meeting/workshop fees, either in-person, online, or downloadable. The reimbursement does not apply to such things as home gym or other personal fitness/sports equipment, organized sports teams/programs, food, supplements, or electronic devices (i.e. cell phones, watches, tablets) for the use of digital fitness or weight management programs.

Reimbursement:

Reimbursement is for the employee only for up to \$360 per year and will be pro-rated based on the monthly cost of the approved program. For example, if an employee enrolls in a cycling class in March at the cost of \$20/month and participates in the class through the remainder of the calendar year, the employee will be eligible to receive \$200 reimbursement (\$20 x 10 months).

Requests for reimbursement for expenses incurred in a calendar year must be received by Human Resources January 15 of the next calendar year.

Documentation for reimbursement will consist of a City reimbursement form and proof of payment, which must include information that identifies the facility or program the payments were made to and the months of membership the payments cover. If proof of payment includes a multi-person membership only the portion of that membership attributable to the employee will be reimbursed.

**ARTICLE 11 - ANCILLARY BENEFIT ADMINISTRATION – TEAMSTERS LOCAL
137**

A. Administration

The City reserves the right to select the insurance carrier(s) or administer any fringe or ancillary benefit programs that exist during the term of this agreement.

B. Selection and Funding

In the administration of the ancillary benefit program the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Agreement, provided that the level of benefits provided employees shall be substantially equivalent to those in existence at the execution of this agreement.

C. If, during the term of this Agreement, any change of insurance carrier(s) or method of funding for any benefits provided hereunder occurs, the City shall provide to Teamsters Local 137, written notice of at least 30 days. The City further agrees to meet and discuss said changes with this Association.

ARTICLE 12 – CERTIFICATION PAY – TEAMSTERS LOCAL 137

Where not required for the position, employees may be eligible to receive the following incentive pay for obtaining a commercial driver's license.

Class B – 2% of base salary

Class A – 4% of base salary

Requires Department Director/Human Resources Authorization. This will only apply to classifications where driving a commercial vehicle is a consistent and ongoing need.

**ARTICLE 13 - EDUCATIONAL REIMBURSEMENT PROGRAM - TEAMSTERS
LOCAL 137**

- A. The City of Eureka encourages and supports educational and training programs that provide regular full-time employees the opportunity for personal career development, and directly benefit the City by increasing the technical, professional, and managerial competency of its regular staff. Towards this end, the City will assist in the reimbursement for courses which directly relate to the employee's present position OR promotion within the City service.

During the term of this MOU, the maximum aggregate limit for all eligible Teamsters Local 137 employees shall not exceed three thousand dollars (\$5,000.00) per calendar year.

Reimbursement under the program shall be limited to the maximum annual aggregate amounts provided pursuant to the appropriate MOU provision for represented employees.

Reimbursement shall be limited to Two Hundred Dollars (\$200.00) per course or Fifty Dollars (\$50.00) per semester or quarter unit, whichever amount is greater, not to exceed One Thousand Dollars (\$1000.00) per individual employee per calendar year. In addition, reimbursement may include fifty percent (50%) reimbursement for the cost of required textbooks in the event that such amount does not exceed the maximum limit allowed per course.

- B. Regular part-time (RPT) employees shall be eligible to participate in the Educational Reimbursement Program based on a maximum annual reimbursement not to exceed the same percentage of their full-time equivalent (FTE). For instance, an RPT employee at .66 FTE may receive up to .66% of the maximum annual reimbursement.
- C. Reimbursement for correspondence courses from accredited institutions, and for educational and training programs constituting regular courses which are given by high schools in evening or adult sessions and by Humboldt State University and College of the Redwoods, without travel, per diem or time away from employment being involved, shall be administered under this program by the Personnel Director. The following provisions apply:
1. Application for reimbursement shall be made on a form prescribed by the Personnel Director. Applicants shall comply with the instructions contained on such form.
 2. Such application must be presented to the Human Resources Director, with prior recommendations for approval by the applicant's immediate supervisor and department head, within one month after the start of the academic period (or, in the case of a correspondence course, within one month after enrollment). The employee shall clearly state the way in which the department or the City can utilize the additional skills or knowledge of the employee upon completion of the academic training.
 3. Approval of enrollment shall be granted by the Human Resources Director if the facts show that the application meets the above policy.
 4. Approval for reimbursement shall be granted by the Human Resources Director upon being presented evidence, as deemed appropriate, of satisfactory completion of the course. "Satisfactory completion" of a course means the receipt of a grade of "C" or

better in a graded course, or a completion certificate, or "Credit" in a course in which no grades are given.

5. The Director of Finance, upon being notified of the amount of reimbursement approved hereunder by the Human Resources Director, shall make payment of the approved amount to the appropriate individual. The Director of Finance may require a claim and such other documentation as is legally necessary.

All reimbursement which is made pursuant to this paragraph shall be charged to the budget of the Educational Reimbursement Program.

6. Time spent in attending any course taken pursuant to this paragraph and studying and preparing lessons therefor shall not be considered as time worked for the City.

D. In the case of institutes, seminars, and conferences which do not constitute regular courses which are given by high schools in evening or adult sessions or by Humboldt State University or College of the Redwoods, permission to attend shall be in accordance with all City policies and procedures regarding training and travel. Reimbursement and direct expenses related to this type of training shall be charged to the budget of the department of the individual attending the institute, seminar, conference, or course.

E. Payment to qualified employees who successfully complete approved courses will be made by the second pay period in February. To be eligible for payment under this program, an employee is required to submit the following:

1. An educational reimbursement application in accordance with section C.2 above.
2. Receipt(s) showing the cost of the course(s) and evidence of payment. A photo copy of a cancelled check made out to the school, an enrollment receipt from the admissions office, or other similar document will meet this requirement. In the event that reimbursement for text books is also being claimed, pursuant to Section A, above, proper receipts must be submitted.
3. A grade report issued by the school showing successful completion of the approved course(s) must be submitted pursuant to Section C4, above. The Human Resources Director may accept such other documentation as evidence of successful completion as deemed appropriate.

It is the employee's responsibility to ensure that all requirements for reimbursement have been met, including the timely filing of the application and receipts. ALL receipts and grade reports must be submitted to the Human Resources Director no later than the last working day in January of the year following completion of the course.

F. Payment of claims shall be in accordance with the following guidelines and within the limits described in Section A, above.

1. In the event the total of all claims approved under this program does not exceed the maximum prescribed annual aggregate limits, each employee shall receive reimbursement to the maximum amount allowed per course(s) up to the maximum limit per employee per year.

2. In the event the total of all claims approved under this program exceeds the maximum prescribed annual aggregate limits, each employee shall receive a pro rata share of the total amount available as a percentage of each employee's claim. For example, if \$3,000 is available for reimbursement, and \$4,000 in claims is made, each employee would receive 75% of their reimbursement claim
3. Payment will be made for approved courses that end in the calendar year. When a course begins in one calendar year, but ends in another calendar year, reimbursement will be credited to the year in which the course ended. This shall also apply to any approved course that may be self-pacing.

ARTICLE 14 - HOLIDAYS – TEAMSTERS LOCAL 137

A. The following are those holidays which employees shall be granted during the term of this MOU. Employees will only be credited with Holidays as the Holidays occur, and the practice of "front loading" all Holidays at the beginning of the year will cease.

1. January 1 - New Years Day
2. Third Monday in January - Martin Luther King's Birthday
4. Third Monday in February - Presidents Day
5. March 31 - Caesar Chavez Day
4. Last Monday in May - Memorial Day
5. June 19 - Juneteenth
5. July 4 - Independence Day
6. First Monday in September - Labor Day
7. November 11 - Veterans' Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. December 25 - Christmas Day
11. Three Personal Holidays
12. Subject to approval by the City Council, every day appointed by the President of the United States, Governor of California or City Council as a public fast, thanksgiving or public holiday.

All Teamsters Local 137 represented employees shall be entitled to the paid scheduled holidays listed above provided they are in a paid status during any portion of the working day immediately preceding or succeeding the scheduled holiday. A new employee whose first working day is after a paid scheduled holiday shall not be paid for the holiday, and an employee who is terminating and whose last day is the day before a paid scheduled holiday shall not be paid for that holiday.

B. If January 1, March 31, June 19, July 4, November 11 or December 25 falls upon a Saturday or Sunday, the Friday preceding the Saturday or the Monday following the Sunday shall be a holiday.

- C. Any employee who is required to work on any of the listed holidays set forth in this article, except those listed below, and who does work on such holiday, shall be paid at his/her regular rate of pay plus hour for hour straight time equivalent (to a maximum of 8 hours) accumulated as compensating time off in a holiday time bank. The time in which such holiday may be taken shall be at a mutually convenient time. Any holiday time not taken shall be paid to the employee in a lump sum at the close of the fiscal year.

For those Teamsters 137-represented employees assigned or required to work on the 4th of July, Thanksgiving, and/or Christmas (when one of these holidays falls on an employee's regularly scheduled work day), they shall be paid at the time and one half rate for all hours worked on that holiday.

Any employee who is required to perform his/her duties on a holiday or a day designated as a holiday in lieu of the official holiday, or on both such days, shall be entitled to receive compensation for one (1) day only.

- D. When a holiday falls on an employee's scheduled day off and the employee is not required to work, the employee, at the option of the City Manager, shall be credited with a day of holiday pay to be taken off at a time directed by the Department Head, or paid an extra day's pay at straight time.
- E. Personal holidays may be taken at a time mutually agreed to by the employee and the employee's supervisor. In the event one or more personal holidays are not taken by an employee within a calendar year, the holiday(s) shall be accumulated as vacation leave to the maximum allowed under Article 12.

Newly hired employees shall receive a prorated share of the personal holidays authorized, pursuant to section A above, based upon the number of pay periods remaining in the calendar year from the date of hire.

- F. The City Council may declare and establish special holidays for City officers and employees.

ARTICLE 15 - VACATION LEAVE – TEAMSTERS LOCAL 137

A. The purpose of the annual vacation leave is to enable each eligible employee annually to return to his/her work mentally refreshed. All employees in the competitive service shall be entitled to annual vacation leave with pay except: employees still serving their probationary period in the service of the City. However, vacation credits for the probationary period shall be granted to each such employee upon permanent employment, or upon completing six (6) months probationary service.

B. All eligible employees shall earn vacation time as outlined by the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION ACCRUAL RATE</u>
1st Thru 2nd	12 working days per year
3rd Thru 4th	13 working days per year
5th Thru 6th	14 working days per year
7th Thru 8th	16 working days per year
9th Thru 10th	17 working days per year
11th Thru 12th	18 working days per year
13th Thru 14th	19 working days per year
15th Thru 16th	20 working days per year
17th Thru 18th	21 working days per year
19th and over	22 working days per year

C. The times during a calendar year in which an employee may take his/her annual vacation shall be determined by the Department Head with due regard to the employee's wishes, seniority, and with particular regard for the needs of the Department. An employee request for vacation leave shall be approved or disapproved within ten (10) days of such request. An approved scheduled vacation may be canceled only for good cause as determined by the City, relating to operational necessity and/or the needs of the City. Upon request, the employee shall be provided with a written statement of the reason for the cancellation. An employee whose vacation is canceled shall receive preference in rescheduling vacation leave. The employee shall have the option to defer up to 50% of his/her vacation credits to the following year and upon permission of the Department Head, all vacation credits may be deferred.

D. Employees who terminate/retire from employment shall be paid the salary equivalent to all applicable accrued leaves earned prior to the effective date of termination/retirement. Applicable accumulated leaves will be paid off in cash at the time of termination/retirement, rather than being taken off prior to termination/retirement and extending the termination/retirement date by the amount of the leave time taken. To further clarify the intent of this section, no accrued leaves beyond sick leave may be taken off by an employee who has notified the City of their intention to terminate/retire from City employment, unless authorization has been received from both their department head and the City Manager (or designee).

- E. Vacation leave may be accumulated to the maximum number of 280 hours. For the purpose of computing vacation time, Saturdays, Sundays, and official holidays shall not be counted.
- F. An employee may, at employee's option, sell back unused vacations hours in excess of eighty (80) hours back to the City. Employees cannot reduce their vacation leave banks beyond 80 hours by through this sell-back option.
- G. Payment for said hours shall be at the rate of the employee's base salary.

ARTICLE 16 - EMPLOYEE SICK LEAVE – TEAMSTERS LOCAL 137

- A. Sick leave with pay shall be granted by the appointing authority at the rate of one (1) sick leave day per month of service. Sick leave shall not be considered as a privilege that an employee may use at his/her discretion, but shall be allowed only in case of necessity in actual sickness or disability.
- B. There shall be no limitation on the accrual of unused sick leave. Sick leave accrues from and after the 31st day following the date of employment. Unused accumulated sick leave, at the time of retirement, may be converted to additional service credit pursuant to PERS Section 20965. No unused accumulated sick leave shall be paid off in cash, or converted to another form of remuneration, upon an employee terminating or retiring from City service.
- C. Unless unavoidable and unusual circumstances would preclude it, in order to receive sick leave compensation while absent from work, the employee must notify his/her supervisor no later than the end of the first hour of the scheduled work shift.
- D. The employee may be required to file a physician's or dentist's statement, or a personal affidavit with the Human Resources Department's stating the cause of absence before such leave with pay will be granted. After an employee has notified the City of their intention to leave City service, no sick leave will be granted to that employee unless they provide a doctor's documentation for the time missed.
- E. In all instances, the provisions of Labor Code Sections 4650 through 4652 shall apply.
- F. Sick Leave Incentive Bonus Vacation. In each of the calendar years following his/her employment date, an employee who has used four days (32 hours) or less of paid or unpaid sick leave in the preceding calendar year shall be entitled to one day (8 hours) of bonus vacation. Any employee who has used two days (16 hours) or less of paid or unpaid sick leave in the preceding calendar year shall be entitled to two days (16 hours) of bonus vacation. Said bonus vacation leave shall be in addition to any vacation allowance the employee is entitled as set forth in Article 12 Section B of this agreement. An employee must complete one year of service to be eligible for such bonus vacation leave.

The sick leave incentive bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for said bonus vacation and must be taken in that year. An employee acquires no right to all or any part of the bonus vacation unless said employee works in the calendar year in which it is granted. The qualifying period is December 16th of one year, through and inclusive of December 15th of the following year.

ARTICLE 17 - EMPLOYEE FAMILY SICK LEAVE – TEAMSTERS LOCAL 137

- A. Each represented employee shall be entitled to six (6) days per fiscal year, sick leave to attend the needs of his/her immediate family whose illness, diagnoses or other matter covered under CA law requires his/her care (Family Sick Leave is deducted from the employee's accrued sick leave credits). Thereafter the employee shall at his/her option utilize vacation time, compensatory time, personal holidays, or time off without pay. The employee must fully expend vacation time, personal holidays, and compensatory time before using time off without pay.
- B. In order to receive compensation while absent on family sick leave, the employee shall notify his/her immediate supervisor, or his/her Department Head prior to the time set for beginning his/her daily duties. In all cases of absence on family sick leave, the employee may be required to file a physician's certificate with the Department Head stating the cause of absence before such leave with pay shall be granted.
- C. Immediate family shall include the father, mother, brother, sister, spouse or child (natural, adopted, foster or step child), registered domestic partner, parent-in-law, grandparent, and grandchild of any eligible employee.
- D. Unused Family sick leave shall not be accumulated into future fiscal years.

ARTICLE 18 - OCCUPATIONAL SICK LEAVE – TEAMSTERS LOCAL 137

- A. Leave with pay for employees injured in the line of duty shall be authorized when in the opinion of the Council the employee was injured in the line of duty, and that the employee is unable to perform any duties for the City for which he/she is qualified.
- B. If the Council determines that the employee is unable to perform such duties, the City shall supply the difference between the allowance granted by Worker's Compensation Insurance and the amount the employee ordinarily receives for the period of incapacitation, not to exceed a total of twelve (12) months cumulative for all applicable injuries and/or illnesses occurring during City employment. Such payments shall not be continued beyond the date of termination of employment whether voluntary or involuntary.
- C. In figuring the benefits paid by insurance, wage benefits alone shall be considered and medical and hospital shall be excluded. While on Occupational Sick Leave, an employee shall accrue applicable leave benefits to the maximum specified amounts. Accruals shall cease upon exhaustion of Occupational Sick Leave. If the employee is unable to return to work following exhaustion of Occupational Sick Leave, they may utilize applicable accrued leave benefits until either (1) the leave benefits are exhausted or, (2) the employee is separated from City employment, at which time any remaining applicable accrued leave benefits will be paid in cash.

ARTICLE 19 - EMPLOYEE AND EMPLOYEE ASSOCIATION RIGHTS AND RESPONSIBILITIES – TEAMSTERS LOCAL 137

- A. The right to represent its members according to Govt. Code 3500 et. seq. with regards to wages, hours, and other terms and conditions of employment.
- B. The right to have payroll deductions made without cost for payments of organization dues and for programs mutually approved by the employees and the City. Both the employees individually and the Association agree to hold the City harmless and indemnify the City against any claims, causes of actions, grievances or lawsuits arising out of deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit the monies deducted for employees pursuant to this article.

The Association may, at its discretion, adjust the amount of dues paid by its members without the requirement that each individual member authorize such change in dues. Individual Association members have the right to resign from Association membership and cease paying dues at any time, without window periods, time limitations, or restrictions by completing the appropriate payroll deduction card indicating their dues amount to be zero.

- C. The right to the use of the lower right-side quadrant or 250 contiguous square inches of usable surface area, whichever is greater, of the bulletin boards only in the following locations:
 - 1. Garage locker room.
 - 2. Employee break room in basement of City Hall.
 - 3. Park Maintenance Shop lunch room.
 - 4. Water Treatment Plant lunch room.
 - 5. Water Shop lunch room.
 - 6. Street Maintenance lunch room.
 - 7. Elk River Wastewater Treatment Plant lunch room.
 - 8. Any new sewer treatment plant that becomes operable during the term of this agreement.
 - 9. Police Department (to be identified by the Police Chief).

The foregoing are the sole locations in which materials may be posted without the prior written approval of the City Manager. Any such approval shall be on an individual one-time only case-by-case basis. The decision of the City Manager shall be final and neither grievable nor appealable.

Materials which are derogatory to the City or are libelous shall not be posted. All materials posted shall be signed and dated by an officer of the Association.

- D. The right to reasonable access during working hours to employee work locations for Association officers, and its representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such access shall not in any manner interfere with City business or operations, or cause employees to neglect their work.

Distribution of literature/materials shall be made during non-work time of both the employees distributing and receiving the literature/materials. All undistributed literature/materials shall be removed and cleaned up from the distribution points at the end of each non-work period.

- E. There shall be no discrimination because of legitimate Association activities against any employee or applicant for employment by the City or by anyone in the City.
- F. Employees, the Association, its officials, or representatives shall not use any City equipment, machinery or supplies for activities not related to City business without the prior approval of the City Manager. Employees and/or the Association shall reimburse the City for the actual cost of supplies and for the use of such equipment/machinery.
- G. The right to reasonable paid release time, without loss of compensation or other benefits, when meeting and conferring with management representatives on matters of employer-employee relations, or when engaged in activities that the parties agree are in the shared interest of more harmonious relations within the scope of representation with the prior approval of the employee's Department Head.

The City shall not pay employees or Association representatives for time spent in grievance meetings when they are not scheduled to work. With the exception of processing grievances and direct participation at the bargaining table during the meet and confer process, no Association or personal business shall be conducted on City time. Employees involved in the investigation and processing of grievances shall first seek permission for release time from their immediate management level supervisors. This period shall be limited to periods of regular pay.

- H. The City recognizes those rights of the Association contained in Government Code Sections 3504 and 3504.5.
- I. The Association shall be given a courtesy copy for information purposes of recruitment notices for positions in classifications represented by the Association at the time such notices are officially distributed. A dispute over whether the Association received such notice shall not be grounds for invalidating or interrupting a recruitment, testing, or selection process.

- J. Upon the presentation to an employee of a written statement of proposed disciplinary action, the employee shall have the right to be represented by a representative of his/her choice who may be present at all times during the disciplinary proceedings. The foregoing provisions shall not apply to probationary employees for failure to satisfactorily complete their probation period.
- K. Except in emergency situations, the City shall make a reasonable effort to conduct an investigative interview with an employee during his/her normal work hours.
- L. Employees required to participate in interviews or investigations on other than their normal work schedule, shall be compensated in accordance with the Overtime article of this agreement.
- M. An employee who has been officially designated in writing to represent another employee in a disciplinary proceeding, has the right to maintain confidentiality on the information disclosed to him/her by his/her client. The representative chosen shall be a disinterested party and shall have no administrative, managerial, or supervisory responsibility concerning the employee or the matter in question. Such confidentiality shall be absolute. In the event the confidentiality has been breached or discussed with other uninvolved parties, the City shall have the right to access such confidential information.
- N. No materials with disciplinary or negative comments regarding an employee's performance or actions may be entered in his/her personnel file without the employee first having the opportunity to read and sign such materials. If the employee elects to sign such materials, his/her signature indicates only that he/she has read and received a copy of it. Within 20 calendar days of the date of receipt of such material, an employee shall have the right to file a written response to be appended to any disciplinary or negative comments regarding his/her performance or actions placed in his/her personnel file. The inclusion of such appended material shall not be construed as concurrence by the City of its accuracy or authenticity.
- O. For classifications represented by Teamsters Local 137, the City shall notify Teamsters Local 137 of the name of each new hire, his or her date of hire, and classification within two weeks of the date of employment. Teamsters Local 137 shall have the right to include informational material about the Teamsters Local 137 with the orientation materials provided new employees.

The City will make a good faith effort to notify Teamsters Local 137 in a timely manner whenever an Teamsters Local 137-represented employee has left City service.

ARTICLE 20 - GRIEVANCE PROCEDURE – TEAMSTERS LOCAL 137

A. Definition of a Grievance

A grievance is an alleged violation of a specific provision of this MOU that adversely affects the employee and that contains all of the information listed in the “Statement of the Grievance” below. The grievance procedure cannot be utilized to challenge the content of a performance evaluation.

B. General Provisions

1. The employee and his/her representative may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring about and presenting the appeal.
2. The employee may request the assistance of another person of his/her own choosing including counsel in preparing and presenting his/her appeal at any level of review.
3. The grievance is considered settled if the decision at any level is not appealed within the time limit, and the grievant shall forfeit all rights to the further application of the grievance procedure.
4. Extension or contraction of any time limit, by mutual written agreement between the grievant and the appropriate supervisor/manager at each level, is permissible.
5. No punitive action shall be assessed against an employee for utilizing the grievance procedure.
6. No probationary employee may use the grievance procedure in any way to appeal discharge.
7. No employee shall use the grievance procedure to dispute any action of the City that complies with State or Federal Law.
8. No employee shall use the grievance procedure to appeal any exercise of agreed upon management rights by the City.
9. No employee shall use the grievance procedure to appeal a decision of the City if such decision is applicable to or is compatible with a State or Federal regulatory commission or agency.
10. No grievance will be processed without a named grievant and a concrete explanation of how City actions affected the grievant.
11. In the event the supervisor, or Department Director fails to respond within the time limits, the grievant may appeal to the next level in the procedure automatically.
12. Nothing herein shall prohibit an employee from utilizing the above grievance procedure to appeal the arbitrary, capricious, or unreasonable exercise of a management right.

C. Statement of the Grievance

A concern is not a grievance unless the affected employee is able to state each of the following: the date of the alleged violation; the specific provision(s) of this MOU that were allegedly violated; a description of known facts regarding how the alleged violation occurred; a list of all persons who are believed to be witnesses or are involved; and the grievant's desired terms of resolution of the grievance. The grievant may use a City form to make the Statement of the Grievance. A Statement of the Grievance must be signed by the employee or association representative filing the grievance to certify that it is filed in good faith.

D. Timelines

Failure of the City to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

E. Procedures

1. Step I - Informal Resolution with Supervisor: The employee must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor no later than fourteen (14) calendar days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
2. Step II - Department Director: If the employee believes that the grievance has not been resolved through Step I, the employee may submit a written Statement of the Grievance to his/her department director. The employee must submit the Statement of the Grievance within twenty-eight (28) calendar days after the grievant first became aware that a grievance has occurred. The department director will consider, discuss the grievance with the grievant, and/or investigate as he/she believes appropriate, and will, within fourteen (14) calendar days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.
3. Step III - Director of Human Resources: If the employee believes that the grievance has not been resolved through Step II, the employee may appeal the grievance decision of the department director to the Director of Human Resources. That appeal must be filed within fourteen (14) calendar days of the date of the department director's written decision. The Director of Human Resources will consider, discuss the grievance with the grievant, and/or investigate as he/she believes appropriate, and will, within fourteen (14) calendar days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant. The decision of the Director of Human Resources will be final.

ARTICLE 21 - MANAGEMENT RIGHTS – TEAMSTERS LOCAL 137

- A. Except as otherwise provided in this agreement, the City retains all rights, powers, and authority exercised or held by it, including, but not limited to:
1. The right to determine and modify the organization and structure of the City.
 2. To determine and change the purpose, extent and mission of each of its constituent departments, commissions and boards and to make changes therein.
 3. To set standards for service to be offered to the public.
 4. To direct the employees of the City in order to carry out its mission.
 5. To determine the procedures and standards of selection and testing for employment.
 6. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the City.
 7. To take disciplinary action against employees.
 8. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other legitimate reasons.
 9. Determine the location, methods, means and personnel by which operations are to be conducted including the right to contract and subcontract out work.
 10. To create, modify or delete City and/or departmental rules and regulations.
 11. To direct management groups to perform tasks or assignments as directed by the City Manager.
 12. To take all necessary actions to carry out its mission in emergencies.
 13. To exercise complete control and discretion over its organization and the technology of performing its work.
- B. The City shall not meet and confer on any subject preempted by Federal or State law or by City Code, nor shall it be required to meet and confer on its exercise of these Management Rights.

**ARTICLE 22 - PERSONNEL RULES AND REGULATIONS - REVISIONS –
TEAMSTERS LOCAL 137**

- A. The City and the Teamsters Local 137, after meeting and conferring in good faith, have agreed upon an updated version of the City's Personnel Rules and Regulations, which were adopted by Council on May 5, 2020.
- B. Any provision in this MOU which has a conflict with the City's Personnel Rules and Regulations, this MOU will have superseding powers.
- C. During the term of this MOU, the parties agree to meet and confer promptly upon request of the City on the implementation of the revised Personnel Rules and Regulations.

ARTICLE 23 - SCOPE OF AGREEMENT – TEAMSTERS LOCAL 137

- A. This agreement fully and completely incorporates the understanding of the parties hereto.
- B. It is agreed by the parties to this agreement that any conflict between any section or part thereof, of this agreement and any City or departmental rule, regulation, ordinance, code, resolution, procedure or practice, existing as of the date of this agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this agreement.
- C. Nothing in the agreement is intended to conflict with or supersede the Eureka City Charter.

ARTICLE 24 - MAINTENANCE OF BENEFITS – TEAMSTERS LOCAL 137

- A. It is also understood that all existing benefits and terms and conditions of employment, that are expressed in writing, within the lawful scope of representation of the Teamsters Local 137 not specifically addressed herein shall remain in full force and effect throughout the term of this agreement.

ARTICLE 25 - UNWRITTEN PAST PRACTICES – TEAMSTERS LOCAL 137

- A. Neither the City nor Teamsters Local 137 is obligated to honor or continue "unwritten" past rules, regulations, procedures, practices or policies.

ARTICLE 26 - OBSOLETE LANGUAGE – TEAMSTERS LOCAL 137

- A. The parties recognize that the contents of this agreement supersede existing language in City ordinances, resolutions, rules, regulations, policies and directives.
- B. The City may remove obsolete language from various City ordinances, resolutions, rules, regulations, policies and directives after providing the Association with ten (10) days prior written notice of the obsolete language to be removed.

ARTICLE 27 - SEPARABILITY – TEAMSTERS LOCAL 137

- A. Should any provision of this agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, or by reason of any existing or subsequent enacted legislation, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.
- B. This agreement shall be binding upon the successors and/or assignees of both City and the Association to the extent permitted by law.
- C. Except as provided in the above preceding paragraphs, the parties hereto agree this agreement cannot be modified, changed, or altered in any way whatsoever except by mutual written consent of said parties.
- D. If any article or section of this agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement. 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.

ARTICLE 28 - NON-DISCRIMINATION – TEAMSTERS LOCAL 137

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Resolution and Government Code Section 3500 and 3511.
- B. The City and the Association agree that they shall not discriminate against any employee because of ancestry, race, color, sex, sexual orientation, gender identity, age, national or ethnic origin, marital status, political or religious creed or affiliations, physical disability, mental disability, or medical condition (including pregnancy/childbirth), or veteran status.
- C. Whenever the masculine gender is used in this agreement, it shall be understood to include the feminine gender.
- D. The Association shall support the City's Affirmative Action Plan to the extent it complies with Federal and State rules, regulations and laws enacted to achieve equal employment opportunities.

ARTICLE 29 - WAIVER OF RIGHTS – TEAMSTERS LOCAL 137

- A. It is expressly understood that this agreement shall not be construed as a waiver of any rights of employees or the Association or the responsibility of the City, except in cases of emergency, to give reasonable written notice to the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation to be adopted by the City, and to give the Association the opportunity to meet with the City.
- B. In cases of emergency, when the City determines that an ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation must be adopted immediately without prior notice to or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.
- C. Notwithstanding anything to the contrary herein, it is expressly understood that nothing in this agreement shall be construed as a waiver of any management rights, in whole or in part, of the City.

ARTICLE 30 - WAIVER OF BARGAINING – TEAMSTERS LOCAL 137

- A. During the term of this agreement, except as otherwise herein provided the parties mutually agree that they will not seek to meet and confer with regard to wages, hours, and terms and conditions of employment, whether or not covered by this agreement or in the meet and confer process and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the meet and confer process leading to this agreement.
- B. The City shall not meet and confer in good faith on any subject preempted by Federal or State Law or by the City Code, nor shall it be required to meet and confer in good faith on management rights.
- C. Regardless of the waiver contained in this article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter not specifically provided for in this agreement during the term of this agreement.

ARTICLE 31 - MAINTENANCE OF OPERATIONS – TEAMSTERS LOCAL 137

- A. It is recognized that the need for continued and uninterrupted operation of the City is of paramount importance. Therefore, the Association agrees that from 12:01 a.m. of the first work day immediately following the legal ratification of this Agreement by the City and the Teamsters Local 137 membership through and inclusive of the meet and confer process to conclude a successor agreement to this agreement, neither the Association nor any person acting on its behalf, will cause, authorize, engage in, encourage, or sanction a work stoppage, slow-down, or picketing, other than informational picketing on the employee's own time, against the City, or the concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity which results in less than full and faithful performance of any duties of employment of employees represented by the Association.
- B. The City agrees it shall not, during the term of this agreement, lockout any employee in the bargaining unit.
- C. Employees may not be entitled to any wages or City-paid benefits whatsoever for engaging in any activity prohibited by Section "A" of this Article, and/or the City may take other action that may be appropriate and shall notify the Association. It is expressly understood that any action taken pursuant to this section is subject to administrative appeal by the employee through the Grievance Procedure of this Agreement.
- D. If the City has cause to believe that Section "A" of this Article has been violated by the Association, the City may take such action as may be appropriate. It is expressly understood that any action taken pursuant to this section is subject to administrative appeal by the Association.
- E. The Association and the City recognize their duty and obligation to comply with the provisions of this agreement and to make every effort toward fully and faithfully carrying out each provision. A cost incurred in the enforcement of this Agreement, including damages, shall be borne by the party failing to fulfill its obligation.
- F. In the event of any activity prohibited by Section "A", the Association agrees to take supererogatory steps necessary to assure compliance with this Agreement.

ARTICLE 32 - RENEGOTIATION – TEAMSTERS LOCAL 137

- A. In the event either party to this agreement desires to negotiate a successor agreement, such party shall serve upon the other party its written request to begin negotiations as well as its written proposals for a new agreement no sooner than 90 days prior to date on which this agreement will expire.
- B. The other party shall respond with its own written proposal within a reasonable period of time and negotiations shall commence thereafter.
- C. After delivery of the first written proposal, either party may make new proposals or modify existing proposals at any time during the meet and confer process. This provision, however, may be modified by mutually acceptable ground rules that facilitate the negotiation process.
- D. The parties agree that in future negotiations for a successor agreement, total compensation (considering costs and/or benefit level) shall be considered, including, but not limited to, wages and retirement.

ARTICLE 33 - OUT OF CLASSIFICATION – TEAMSTERS LOCAL 137

- A. Whenever an employee is assigned duties and responsibilities of a higher Classification, and such assignment is for a period of at least 160 consecutive hours, the employee shall receive additional compensation in the amount of 10% above their current base salary for the temporary, out of classification assignment, provided that the resulting salary is not greater than step five of the base salary of the temporarily assigned position. All out of classification assignments subject to this article shall be in writing and no assignment shall exceed 3 calendar months without the written approval of the City Manager.

- B. While employees who work out of class according to the above provision will receive 10% out of class pay, the salary placement for employees who are promoted will be at the first step which provides at least a 5% increase. Therefore, Teamsters Local 137 employees may receive higher compensation while temporarily working out of class than they will upon a subsequent promotion. Teamsters Local 137 understands and agrees to this discrepancy.

- C. As approved by the City Council on December 5, 2003, and as part of the agreement between the City and ECEA, effective December 1, 2003, in relation to compensation for Communications Dispatchers and Senior Communications Dispatchers, when Police Records Specialists and Senior Police Records Specialists are required to perform duties in the Dispatch Center, those employees will be paid at the hourly rate of the first step of the Communications Dispatcher salary range. If the first step is less than 5% above the employee's current salary, they will be paid at the hourly rate of the next highest step.

ARTICLE 34 - SALARY PLACEMENT UPON RECLASSIFICATION - TEAMSTERS

- A. When the Reclassification of an employee to a higher class would result in a salary increase of less than five percent (5%), the salary of such employee will be adjusted to the step in the new range which is at least five percent (5%) higher than the present salary rate, or the maximum salary for the class, whichever is less.

ARTICLE 35 - EMPLOYEE QUALIFICATIONS – TEAMSTERS LOCAL 137

All employees are required to maintain the qualifications required for their position. This may include, but is not limited to, driver's license, and/or other licenses and certificates required for the position. Whenever possible, testing for renewal of licenses and certificates shall be conducted during working hours. This provision, however, does not extend to Class C drivers licenses.

It is the employee's responsibility to immediately notify his or her Department Head if any required license or certificate has expired, been suspended, or revoked.

ARTICLE 36 - JOB SHARING – TEAMSTER LOCAL 137

Any full-time Teamsters Local 137 represented employee may request voluntary job sharing. Job Sharing shall be considered a privilege and not a right, and all approved job shares shall be in compliance with the City's Job Share Policy, #3.53 (10/92).

ARTICLE 37 - PROFESSIONAL ENHANCEMENT – TEAMSTERS LOCAL 137


Effective July 1 of each year, the City will provide up to a \$1,500 salary advancement for each employee desiring to purchase equipment, training, or other professionally enhancing opportunities, or situations. The salary advance must be paid back in equal payroll deductions by the following June 30th. Each employee requesting a salary advance pursuant to this provision must have the approval of the Director of Human Resources. The determination as to whether equipment, training, or other professionally enhancing opportunities or situations qualify for salary advancement pursuant to this Article shall be at the sole discretion of the Director of Human Resources, whose decision may not be appealed or grieved. Employees must have passed probation and attained Regular status in order to qualify for the Professional Enhancement program.

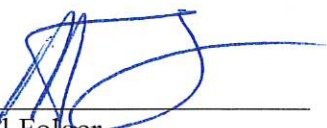
ARTICLE 38 - RATIFICATION AND EXECUTION – TEAMSTERS LOCAL 137

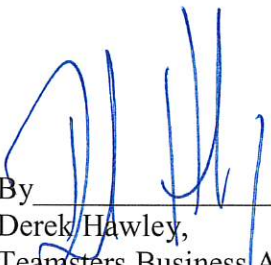
- A. The City and the Teamsters Local 137 acknowledge that this Memorandum of Understanding shall not be effective until ratified by the Teamsters Local 137 general membership and adopted in the form of a Resolution by the City Council.
- B. The individuals signing as negotiators shall recommend that this Memorandum of Understanding be ratified by the Teamsters Local 137 general membership and adopted by the City Council.
- C. This Memorandum of Understanding constitutes a mutual recommendation to the City Council by the individuals signing as negotiators, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, and other terms and conditions of employment for the Teamsters Local 137 and the City.

In witness whereof, the negotiators have signed this Memorandum of Understanding on or about June 4, 2024.

CITY OF EUREKA

By 
Miles Slattery
City Manager

By 
Will Folger
Human Resources Director
Chief Negotiator (City)

By 
Derek Hawley,
Teamsters Business Agent
Chief Negotiator (Teamsters Local 137)