

ORIGINAL

**Side Letter of Agreement
Between the City of Palmdale
and the California Teamsters Local 911
January 8, 2019**

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA") and the Memorandum of Understanding between the City of Palmdale ("City") and California Teamsters Local 911 ("Union") effective July 1, 2017 through June 30, 2021 ("MOU"), this Side Letter of Agreement is entered into on January 8, 2019, between the City and the Union ("Side Letter Agreement") as an amendment to the MOU. The City and the Union are collectively referred to herein as the "parties." It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The City and the Union have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

Section 2.05 – Duty Phone / Standby / Callback Policy of the MOU shall be amended as follows:

Section 2.05 Duty Phone / Standby / Callback Policy

A. Establishment of Extreme Weather Conditions Task Force

The parties have agreed to establish an "Extreme Weather Conditions Task Force," which is intended to be used on an as-needed basis when extreme weather conditions make it likely that employees will be needed to be on standby on a larger scale than is typical.

B. Duty Phone and Standby Policy

Management, including appropriate consultation with Senior or Leads, will determine qualifications for designation as an employee authorized to serve in a Duty Phone or Standby capacity. Management will assign one Duty Phone assignment in Street section, one Duty Phone assignment in Sewer Maintenance, one Standby assignment in Facilities section, and one Standby assignment in Landscape section.

1. Participation

Participation in Duty Phone and Standby assignments will be on a voluntary basis, except as provided below.

2. Mandatory Duty Phone and Standby Assignments

When voluntary participation in Duty Phone or Standby assignments fails to sufficiently meet staffing requirements, mandatory assignments will be made on a rotational basis among employees authorized to perform Duty Phone or Standby assignments.

C. Duty Phone and Standby Term of Duty

1. Qualified employees will be scheduled for a minimum seven-day tour of Duty Phone or Standby duty.
2. Duty Phone and Standby assignments will be rotated such that no employee serves more than two consecutive seven-day Duty Phone or Standby assignments without approval of management.
3. Employees must be available to respond to calls during all assigned Duty Phone or Standby hours, except in situations as noted in Section E, Substitution for Standby Duty.
4. Duty Phone and Standby duty begins with the regular work schedule starting time on Tuesday and ends at the start of the regular workday seven days later.
5. Normal workweek Duty Phone and Standby hours are from the end of the regular workday until the beginning of the regular business hours of the following day.
6. Duty Phone and Standby duty hours for Saturday, Sunday and City-designated holidays begin at the conclusion of the previous workday and continue to the beginning of the next regular business hours of the scheduled workday.

D. Duty Phone and Standby Lists

Management shall determine in their discretion, which employees are eligible to be assigned to Duty Phone and Standby duty lists. Management may remove employees from the Standby list if the employee is no longer available or qualified (i.e., medical condition that would keep the employee from performing their required duties; relocation outside of the reporting area; loss of required certification, etc.) to be assigned to Standby duty or upon the request of the employee (in the case of voluntary Standby duty).

Management will maintain Duty Phone and Standby lists of employees qualified to serve on Duty Phone or Standby duty. Separate lists will be maintained for each operational section requiring Duty Phone or Standby response as determined by management, and at a minimum, lists will be maintained for Streets, Sewer Maintenance, Facilities, and Landscape.

Employees placed on the Duty Phone or Standby list must meet the following requirements:

1. Employee must be available to respond to the site of an emergency callback immediately.
2. Employees in a standby status will reside within a 30-minute response time to the city limits of the City of Palmdale; all response time travel shall be within designated speed limits. Exceptions to the travel time criterion will be considered on a case-by-case basis and require the approval of management.
3. Qualified, regular (completed probation) employees are eligible for the Duty Phone or Standby list in their respective section.

E. Substitutions for Duty Phone or Standby Duty

1. An employee wishing to exchange Duty Phone or Standby duty weeks is responsible for obtaining coverage for the week that duty is assigned and requesting approval in advance of the start of the Duty Phone or Standby week. Except in the case of illness or other emergency circumstance in which an employee cannot finish his/her assigned duty, any change or substitution to the Duty Phone or Standby list must be made for an entire week of duty.
2. Notification of substitutions must be made to the Section Manager within a reasonable time before the tour of Duty Phone or Standby duty is served. Substitutes must be fully qualified to fulfill Duty Phone or Standby duty.
3. Employees assigned Duty Phone or Standby duty are responsible for obtaining qualified relief in the event they are unable to fulfill their assigned duty. If unable to obtain relief, the original Duty Phone or Standby assignee must serve the assigned duty.
4. In case of illness or other emergency circumstance in which an employee cannot finish his/her assigned duty, the employee on Duty Phone or Standby duty shall contact the Section Manager, who has the responsibility to assign an employee to provide coverage for the duty. Where feasible, the Section Manager will contact the next person on the Duty Phone or Standby list.

F. Duty Phone and Standby Compensation

Duty Phone and Standby compensation will be paid on the basis of a seven-day Duty Phone or Standby assignment.

1. Two (2) hours at the employee's regular hourly rate of pay per day Monday through Thursday and four (4) hours at the employee's regular hourly rate of

pay on Friday, Saturday, Sunday and City recognized holidays when City Hall is closed, per seven-day period assigned to Duty Phone or Standby status.

2. Duty Phone or Standby compensation will be paid on the first full pay period following the end of a tour of Duty Phone or Standby duty.
3. In the event of a substitution for Duty Phone or Standby duty, the employee substituting will be compensated on an hour-for-hour basis of Duty Phone or Standby duty served. The employee who was unable to complete the entire week of duty will have his/her Duty Phone or Standby compensation prorated.

G. Procedural Requirements

1. Streets Duty Phone

- a. Only Streets personnel will be eligible for the Streets Duty Phone assignment.
- b. The employee assigned to Streets Duty Phone shall be provided with a City-issued Duty Phone, and the employee is expected to keep the Duty Phone charged and with him/her at all times during Streets Duty Phone assignment.
- c. The Streets Duty Phone is designated as the after-hours phone that will initially answer all after-hours calls.
- d. If the call is for a Streets-related call, the employee assigned to Streets Duty Phone will either respond to the call accordingly or contact the appropriate personnel to respond to the call. If the call is for a Landscape- or Facilities-related call, the employee assigned to Streets Duty Phone will contact the employee designated on Standby in the appropriate section for response.
- e. The employee assigned to Streets Duty Phone will respond to all Streets callouts in an appropriate City uniform and equipped with proper safety equipment.
- f. If additional personnel are needed for the callout incident, the employee assigned to Streets Duty Phone shall be responsible for contacting appropriate additional personnel.
- g. The employee assigned to Streets Duty Phone should record each call received as hours worked. If the call necessitates a return to the work site, then the compensation procedures for call back will supersede this provision.
- h. The employee assigned to Streets Duty Phone is also responsible for contacting appropriate management employees, in his/her discretion. The

Streets Manager may impose additional procedures that are not inconsistent with these procedures, such as designation of situations when the notification to a manager is mandatory.

- i. An employee assigned to Streets Duty Phone shall be free to utilize his/her time as desired, but must refrain from activities which might impair the employee's ability to perform assigned duties, including, but not limited to, drinking alcohol.

2. Sewer Maintenance Duty Phone

- a. Only Sewer Maintenance personnel will be eligible for the Sewer Maintenance Duty Phone assignment.
- b. The employee assigned to Sewer Maintenance Duty Phone shall be provided with a City-issued Duty Phone, and the employee is expected to keep the Duty Phone charged and with him/her at all times during Sewer Maintenance Duty Phone assignment.
- c. The Sewer Maintenance Duty Phone is designated as the after-hours phone that will initially answer all after-hours calls.
- d. The employee assigned to Sewer Maintenance Duty Phone will respond to all Sewer Maintenance callouts in an appropriate City uniform and equipped with proper safety equipment.
- e. If additional personnel are needed for the callout incident, the employee assigned to Sewer Maintenance Duty Phone shall be responsible for contacting appropriate additional personnel.

In the event the employee assigned to Sewer Maintenance Duty Phone needs assistance on a call back, he/she shall call the employee who is next on the duty phone schedule.

In the event of a sanitary sewer overflow (SSO) event, all Sewer Maintenance staff shall be called to respond by the employee who is on Sewer Maintenance Duty Phone.

- f. The employee assigned to Sewer Maintenance Duty Phone should record each call received as hours worked. If the call necessitates a return to the work site, then the compensation procedures for call back will supersede this provision.
- g. The employee assigned to Sewer Maintenance Duty Phone is also responsible for contacting appropriate management employees, in his/her discretion. The Sewer Maintenance Manager may impose additional procedures that are not inconsistent with these procedures, such as designation of situations when the notification to a manager is mandatory.

- h. An employee assigned to Sewer Maintenance Duty Phone shall be free to utilize his/her time as desired, but must refrain from activities which might impair the employee's ability to perform assigned duties, including, but not limited to, drinking alcohol.

3. **Standby**

- a. Only Landscape and Facilities employees are eligible for the Standby assignment.
- b. The employee assigned to Standby will carry a designated phone with them at all times while on Standby duty and answer all calls relayed to them by the Duty Phone personnel related to their respective section. The employee assigned to Standby is expected to keep the phone charged and with him/her at all times during Standby assignment.
- c. The employee assigned to Standby will respond to all callouts related to their section in an appropriate City uniform and equipped with proper safety equipment.
- d. If additional personnel are needed for the callout incident in the respective section, the employee assigned to Standby shall be responsible for contacting appropriate additional personnel. The Landscape or Facilities Manager may impose additional procedures that are not inconsistent with these procedures, such as designation of situations when the notification to a manager is mandatory.
- e. The employee assigned to Standby should record each call received as hours worked. If the call necessitates a return to the work site, then the compensation procedures for call back will supersede this provision.
- f. The employee assigned to Standby shall be free to utilize his/her time as desired, but must refrain from activities which might impair the employee's ability to perform assigned duties, including, but not limited to, drinking alcohol.

H. **Vehicle Availability**

- 1. The City will provide a fully equipped vehicle for use by Duty Phone and Standby personnel; the Duty Phone and Standby assignee will ensure that the vehicle is fully equipped for possible standby calls at the conclusion of the normal work assignment. The Duty Phone and Standby duty employee will be allowed a reasonable period of time to ensure that the Duty Phone or Standby vehicle is fully equipped for Duty Phone or Standby duty.
- 2. ***Designation and Usage of City Vehicles for Duty Phone and Standby Duty:***

- a. There is a designated vehicle for the employee assigned to Duty Phone to use while on Duty Phone assignment. The employees assigned to Standby duty are permitted to use their assigned daily vehicle during their period of Standby, and the employee is authorized to take his/her assigned daily vehicle home during the period he/she is assigned to standby.
- b. Duty Phone and Standby vehicles will be designated with a "24 Hour Response Vehicle" designation at all times while the vehicle is being used in a Duty Phone or Standby status.
- c. City Vehicle usage will be consistent with existing City of Palmdale vehicle use requirements.
- d. Duty Phone and Standby personnel may use the vehicle for personal use and will notify their manager thereof; non-City personnel are not authorized to use or ride as a passenger in the City vehicle.
- e. Personal items or equipment may only be transported in the City Vehicle if they do not hinder the effective use of the vehicle and its equipment for Duty Phone or Standby responses.

I. Callback Premium Pay

1. All employees may be called back to work. The specific section Standby employee shall be the first to be contacted by Streets Duty Phone personnel for call back in the Facilities, Landscape, and Streets sections, and the Sewer Maintenance Duty Phone employee is the first employee to be called back to Sewer Maintenance. When additional personnel is needed, the employee(s) assigned to an appropriate standby list shall be the first to be called back. Other employees should only be called back if the standby employee(s) does not possess the technical abilities needed to respond to the call back, or if additional resources are needed. An employee not on standby is not obligated to return to work, except in an emergency situation. No employee should return to work if he/she is under the influence.
2. When an employee is released from work following a normal shift, leaves the work site, and is called to return to duty, the employee shall receive a minimum premium time/pay that is equal to two hours of the employee's base hourly rate or the actual time worked at the rate of one and one-half (1 1/2) times the hours worked, whichever is greater. When subsequent callouts take place within the initial two-hour callback period, the callbacks shall be considered inclusive of the original callback for minimum compensation purposes. Employees will be paid for all hours worked.
3. Callback compensation will be paid portal-to-portal for each applicable individual callback instance.

4. When required to respond to a trouble call through telephone action, personnel will be compensated for telephone time in fifteen-minute increments at the rate of one and one-half (1 1/2) times the hours worked. Telephone response will be documented on a Duty Phone or Standby trouble-call report.

In addition, Section 2.06 – Certification and License Stipend of the MOU shall be amended as follows:

Section 2.06 Certification and License Stipend

A. **Eligibility:** An employee will be eligible to receive a stipend under this Section 2.06 if the following requirements are met:

1. The employee is in a position represented by the Union.
2. The employee holds one or more of the following approved licenses/certifications:
 - Commercial Driver License;
 - International Society of Arboriculture Certified Arborist;
 - Utilities Specialist;
 - Certified Landscape Irrigation Auditor;
 - Certified Water Conservation Manager;
 - Qualified Applicator Certificate and Qualified Applicator License Pesticide Applicator;
 - National Institute for Automotive Excellence Technician;
 - Certified Playground Inspector;
 - International Municipal Signal Association I, II, III;
 - International Municipal Signal Association Traffic Control Markings;
 - International Municipal Signal Association Work Zone Safety;
 - Maxi-Com Central Control;
 - California Water Environment Association Certificate, Collection System Maintenance Grade 1;
 - California Water Environment Association Certificate, Collection System Maintenance Grade 2;
 - California Water Environment Association Certificate, Collection System Maintenance Grade 3;
 - California Water Environment Association Certificate, Collection System Maintenance Grade 4;

 - National Association of Sewer Service Companies – Pipeline Assessment Certification Program;

- National Association of Sewer Service Companies – Manhole Assessment Certification Program
3. The above license/certification is not a minimum qualification or requirement of the employee's position (a license/certification that is "preferred" for the employee's position meets the eligibility requirements of this Section).
 4. The City benefits from the employee holding the license/certification, as determined by the Superintendent and Human Resources Manager. Employees are not guaranteed eligibility for the stipend simply by possessing a license or certification listed in Section A.2.
 5. The employee's eligibility for a stipend under this section is determined based on the employee's current position. If the employee begins a new position, his/her eligibility for a stipend will be reevaluated based on the minimum qualifications for the new position.
- B. **Stipend:** If the employee meets all of the above requirements, he/she may receive the following stipends, which will be reported to CalPERS:
1. \$25/month if an employee holds one of the above-listed licenses/certifications
 2. \$40/month if an employee holds more than one of the above-listed licenses/certifications

In addition, Section 3.04 – Boot/Uniform Allowance of the MOU shall be amended as follows:

The City will provide pants, shirts, and laundry service to bargaining unit members in the fleet maintenance section and the two designated vac-con operators.

All Sewer Maintenance employees will receive 11 shirts and 11 pairs of pants on an annual basis. The City shall provide laundering service for these uniforms. Sewer Maintenance shirts and pants are excluded from being reportable because they are for personal health and safety (CCR 571).

All other full time employees are provided five new uniform shirts on an annual basis.

Uniforms for employees in the Custodial and Facilities divisions are reportable to PERS as special compensation. Uniforms in fleet maintenance, streets, and parks are excluded from being reportable because they are for personal health and safety (CCR 571).

The compensation rate for FY 2017/18 is below.

Uniform	Cost
Short Sleeve– Regular	\$18.74
Short Sleeve – Extra Large	\$20.24
Long Sleeve – Regular	\$18.74
Long Sleeve – Extra Large	\$20.24
Patch Embroidery (per shirt)	\$8.00

The City will adjust the costs reported to PERS if there are any changes during the course of this agreement subject to the meet and confer process.

Employees are required to wear safety work boots. The City will provide an annual allowance of \$200 for work boots and \$125 for pants. The allowance for pants is reportable as special compensation to PERS for Classic Members. These payments shall be made through the Payroll Division, and shall be paid out evenly in each pay period.

In addition, Section 5.01 – Agency Shop Agreement to the MOU shall be amended as follows:

Section 5.01 Dues Deductions

A. Union Dues Collection

Effective May 1, 2015, the Finance Division shall deduct Union Dues from all employees to the extent permitted by law.

The Union will maintain records of employee authorizations for dues deductions. The Union will provide the City with information regarding the amount of dues deductions and the list of Union employees who have affirmatively consented to or authorized dues deductions. The City shall not request the Union to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by the Union in processing dues deductions for Union employees. The Union is responsible for providing the City with timely information regarding changes to member employees' dues deductions.

No deduction of dues shall be made during any pay period in which an employee's earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during less than an entire pay period and whose earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee, no deduction shall be made from future earnings to cover the pay period.

B. New Hire Notification

All newly hired employees in classifications represented by the Union shall be informed by Human Resources, at the time of hire that their classification is represented by the Teamsters. The employee shall be provided a copy of the Memorandum of Understanding.

Within seven business days of each new hire of an employee in a classification represented by the Union, the City shall notify the Union, providing the Union the employee's name, classification, wage rate and date of hire. As set forth in Section 5.06 of this Agreement, the Union may request to meet with new hires at a time and place mutually agreed upon between the Department Director and the Union.

C. Indemnification

The Union shall indemnify, defend and hold the City harmless from any liability arising in any forum, whether judicial, administrative, or otherwise, from any claims, demands, or other action relating to the City's compliance with any obligations imposed under this Agreement, including, but not limited to, deduction of membership dues and the Union's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge in any forum relating to the City's compliance with this Agreement, and the Union agrees to pay any attorney, arbitrator or court fees related thereto, as well as reasonable cost of preparation time by City management.

D. Reasonable Notice

Reasonable written notice as defined in Section 3504.5 California Government Code shall be given on all matters requiring such notice under said Section. The Union agrees to notify the City in writing of all individuals who are authorized to receive notice on behalf of the Union, and to update the City immediately upon any changes.

*** * * SIGNATURES APPEAR ON FOLLOWING PAGE * * ***

CITY OF PALMDALE


Dated: _____



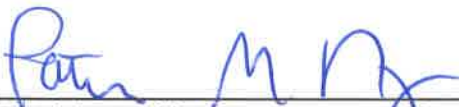
Kelly A. Trainer, Chief Negotiator




James Purtee, City Manager



Anne Ambrose, Administrative Services Director




Patricia M. Nevarez, Human Resources Manager




Steven D. Hofbauer, Mayor

January 9, 2019
Date

Attest:


Rebecca J. Smith
City Clerk

APPROVED AS TO FORM:


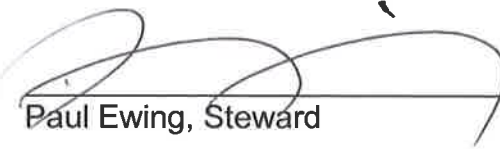
Wm. Matthew Ditzhazy, City Attorney

CALIFORNIA TEAMSTERS LOCAL 911


Dated: November 21, 2018




Carlos Rubio, Chief Negotiator



Paul Ewing, Steward




Michael Johnson, Steward



Chad Thomas, Steward



Paul Wood, Steward



John Nemeth, Steward