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

AUGUST 16, 2016 THROUGH
JUNE 30, 2017

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

AUGUST 16, 2016 THROUGH JUNE 30, 2017

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

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

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

ARTICLE 1. DEFINITIONS

1.1 Employer – the term "City" referred to herein shall be the City of Lakeport.

1.2 Association – the term "Association" referred to herein shall be the Lakeport Employees' Association.

1.3 Employee – the term "Employee" referred to herein shall be all employees of the City of Lakeport as listed in Article 2 of this MOU.

ARTICLE 2. RECOGNITION

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

Administrative Specialist I
Administrative Specialist II
Associate Planner/Housing Specialist
Community Service Officer

EMC Supervisor
Engineering Technician I
Engineering Technician II
Financial Services Specialist I
Financial Services Specialist II
Financial Services Specialist III
Maintenance Worker I
Maintenance Worker II
Office Specialist
Parks Leadworker
Parks Maintenance Foreman
Parks Maintenance Worker I
Parks Maintenance Worker II
Police Records Supervisor
Public Works Foreman
Utility Operator/Maintenance Worker II
Utilities Maintenance Supervisor
Wastewater Systems Operator I
Wastewater Systems Operator II
Wastewater Systems Supervisor
Water Systems Operator I
Water Systems Operator II
Water Operations Supervisor

ARTICLE 3. HIRING PROVISIONS

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

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

ARTICLE 4. CITY RIGHTS

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services. It is agreed that during the term hereof, the City shall not be required to meet and confer on matters which are solely a function of management including the right to:

a. Determine and modify the organization of City government and its constituent work units.

b. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.

c. Determine the methods, means, and the number and kinds of personnel by which services are to be provided.

d. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.

e. Direct employees, including scheduling and assigning work, work hours, and overtime.

f. Establish employee performance standards and to require compliance therewith.

g. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.

h. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.

i. Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.

j. Take all necessary actions to protect the public and carry out its mission in emergencies.

k. Determine the content of job classifications and job descriptions.

l. Contract out and transfer work out of the bargaining unit.

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

ARTICLE 5. EMPLOYEE RIGHTS

Employees of the City shall have the right to form and participate in the activities of the employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of his/her exercise of these rights. Remedies granted to individual employees representing themselves will not reduce or eliminate rights, benefits, and compensation for Association members.

ARTICLE 6. WAGES, HOURS AND WORKING CONDITIONS

6.1 Salaries - There is no negotiated cost of living adjustment for the term of this memorandum of understanding. Salary Schedules are attached to this Memorandum of Understanding.

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

6.3 Clothing Allowance -

All employees assigned by their department head to wear a uniform shall have such uniform provided by the City. Employees will be distributed in calendar year 2017 (or upon hire) 6 short sleeve t-shirts, 3 long sleeve t-shirts, and 2 sweatshirts to be replaced as needed. A boot allowance of $200 (per fiscal year) beginning fiscal year 2016/2017 will be paid directly by the city to the vendor or paid to the employee as a reimbursement through Accounts Payable. Safety jackets and weather related items such as rain gear and rubber boots will be provided as needed.

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

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

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

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

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

6.4.1.1. To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan for a period of one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility

6.4.1.2. Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee's sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.

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

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

6.4.1.5. To continue eligibility retiree and dependent(s) shall enroll in Medicare and/or MediCal or any other welfare benefit program for which eligible as soon as eligible. The City does not pay for Medicare A or B but will continue contribution to the health insurance program offered through City's primary health insurance plan provided the employee enrolls in relevant public health benefit program described above and for prescription drug coverage enrolls through Blue Cross in Medicare Part D. This requirement shall also apply to eligible dependent(s).

6.4.1.6. Under the Consolidate Omnibus Budget Reconciliation Act (COBRA) of 1985, certain "qualifying events" allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree's dependents become eligible.

6.4.1.7. If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose retiree coverage benefit. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineer's medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)

6.4.1.8. City contribution toward retiree and dependent(s) premiums shall not exceed the maximum premium that the City contributes for the City sponsored plan for active employees.

6.4.1.9. The benefits provided under this section will continue for such retired employees and their legal dependent(s), if any, while said retired employee is alive. In the event of the retired employee's death, coverage will continue for the spouse until the spouse dies or remarries. In addition, the benefits provided under this section will continue for said retired or deceased employee's legal dependent children who qualify as an Internal Revenue Service dependent until such children reach the age of disqualifications as stated in the current health plan contract or the spouse remarries, whichever occurs earliest.

6.4.1.10. Continuous service is defined as consecutive years of regular, full-time employment with the City. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service for the purpose of this section.

6.4.1.11. Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.

6.4.1.12. Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's employer, and his/her employer's coverage shall be considered primary.

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

6.4.2.1. To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan for one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility.

6.4.2.2. Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.

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

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

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

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

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

Years of Continuous Service	% of Cost Covered by City
5 plus	50
10 plus	100

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

6.4.2.8. Under the Consolidate Omnibus Budget Reconciliation Act (COBRA) of 1985, certain "qualifying events" allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree's dependents become eligible.

6.4.2.9. If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose retiree coverage benefit. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineers medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)

6.4.2.10. City contribution toward retiree and dependent(s) premiums shall not exceed the maximum premium that the City contributes for the City sponsored plan for active employees.

6.4.2.11. Continuous service is defined as consecutive years of regular, full-time employment with the City. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service for the purpose of this section.

6.4.2.12. Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.

6.4.2.13. Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provide under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's employer, and his/her employer's coverage shall be considered primary.

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

6.4.3.1. To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan for one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility

6.4.3.2. Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of

discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.

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

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

6.4.3.5. Under the Consolidate Omnibus Budget Reconciliation Act (COBRA) of 1985, certain "qualifying events" allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree's dependents become eligible.

6.4.3.6. If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose the ability to participate in City's group insurance program at their own expense. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineers medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program.
All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)

6.4.3.7. Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.

6.4.3.8. Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provide under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage

provided by the spouse's employer, and his/her employer's coverage shall be considered primary.

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

6.5 Work Day/Work Week

At the request of the City, the parties agree to meet and confer regarding a change in the workday/workweek and associated overtime. Such request shall be made no earlier than January 1, 2015 and is not intended to be a request for unit-wide change in the 9-80 work schedule.

6.5.1 Work Day: The City agrees to the continuation of the "9-80" work schedule for the term of this MOU. Work days will be nine (9) or eight (8) hours, depending upon the schedule. The Parks Department shall retain the 5-8 schedule during the summer season.

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

6.6 Overtime

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

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

The standby person(s) will carry a paging device during off hours and is expected to be on the scene within 30 minutes of a call. The person(s) on standby duty will receive extra pay in the amount of $35.00 per weekday and $55.00 per day on weekends and holidays, effective the first full pay period following MOU adoption. If there is a call, the standby person would receive a 2 hours minimum overtime credit. The standby employee would be allowed to take a City vehicle home equipped with a radio. (Res. No. 1647 (90))

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

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

6.7 Compensation for Unused Sick Leave

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

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

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

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

6.8 Holidays

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

6.9 Bereavement Leave

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

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

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

6.10 Bi-lingual Proficiency

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

6.11 Insurances

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

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

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

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

Health Insurance Opt Out Program

Those employees (couple and family) participating in the Opt Out program prior to adoption of this MOU and upon proof of coverage under an alternate medical program and choosing to drop medical insurance coverage under the REMIF-sponsored plan will be paid an amount equal to 75% of the City's cost of the couple rate.

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

The opt out reimbursement at a flat rate amount is established for all employees not participating as of 7/1/2014 (except those singles who have previously applied for the opt out program mentioned above) and those enrolled participants who subsequently request to stop their participation in the opt out reimbursement plan and then request renewed participation at a later dated during employment with the City of Lakeport.

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

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

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

The City shall supplement the existing Delta Dental orthodontic maximum lifetime benefit of $1,000 per enrollee to the sum of $2,000 per enrollee.

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

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

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

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

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

6.12 Certificate Pay - The following incentive program and salary ranges for qualified Water and Sewer Treatment Plant Operators is created: (Resolution No. 1647 (90))

Position	Certification Required	Salary Range
Water System Operator I	None at time of hire or transfer	32
Water System Operator II	Grade II Water	37
Water Operator/MW Supervisor	Grade III Water	41
Wastewater System Operator I	None at time of hire or transfer	32
Wastewater System Operator II	Grade II Sewer	37

Wastewater Supervisor	Grade III Sewer	41
Utility Operator/MW I	Grade I Water and Grade I Sewer	32
Utility Operator/MW II	Grade II Water and Grade II Sewer	38

6.12.1 Certification Incentive Program

Employees who obtain any of the following certifications between August 16, 2016 and August 15, 2018 are eligible for a one-time taxable payment of $500. Should an employee obtain more than 1 of the certifications they can receive an additional $ 500 for each additional certification. Certifications are as follows: Water- T1, T2, T3. Wastewater- G1, G2. Distribution- D1, D2. Employee participation in the required Courses to obtain certification(s) shall be in accordance with City practice as follows:

i. Prior approval from employee's Department Head.

ii. Payment by City for course costs in advance of course where possible. Should employee not obtain the certification and desire to retake the courses required for such certification the employee shall be responsible for course costs for such further attempts at the certification. Should such employee subsequently receive a certification, they will then be reimbursed for course costs for that certification.

iii. Courses on City work time, if possible.

iv. At the Department Head's option, City to provide a vehicle for travel to and from course location, provide a rental vehicle or reimbursement to employee at the then in effect mileage reimbursement rate.

v. Meals and lodging at the then in effect City reimbursement rates.

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

6.14 Signing Bonus –

For each employee earning less than $40,000 annually in base salary, a one-time, cash payment of $2,200 will be paid on the first full pay-period after August 16, 2016. For each employee earning $40,000 annually or more a one-time, cash payment of $2,700 will be paid on the first full pay-period after August 16, 2016.

The payments will be afforded to the aforementioned employees covered by this agreement and employed on August 16, 2016 and shall not apply to part-time, seasonal, or temporary employees. The one-time payment is meant to retain employees; is taxable income; and is unrelated to merit or services performed.

6.15 Integration/Coordination of Leaves with State Disability Insurance – For leaves qualifying for State Disability Insurance or Paid Family Leave, the City will allow a coordination of leave

benefits with SDI for members of the Lakeport Employees' Association. Coordination of benefits only applies to paid leave that is available in an employee's sick, vacation, or CTO bank and is subject to rules of SDI.

6.16 Agency Shop

The City of Lakeport agrees to implement agency shop with certification of support from the Lakeport Employees' Association by the approval of at least a simple majority of the employees who cast ballots in a secret ballot election conducted in accordance with Government Code Section 3502.5 in favor of an agency shop. A secret ballot election was conducted on April 30, 2014 in accordance with Government Code Section 3502.5 in favor of an agency shop.

6.16.1 Notice of Recognized Association - The City shall give a written notice to persons newly employed in representation unit classifications advising of the name and address of the recognized employee organization, the fact that the Association is the exclusive bargaining representative for the employee's unit and classification, a copy of the current Memorandum of Understanding, and a copy of the Association's member application. The Association shall receive from the City the names and addresses of all new employees hired with such units. The Association agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classifications of the Association for which this Section is applicable provided the employee pays Association dues, a service fee, or a charitable contribution if they qualify under a religious exemption.

6.16.2 Agency Shop - Except as provided otherwise in this Section, employees in the representational unit shall as a condition of continued employment, become and remain members of the Association or shall pay to the Association a service fee in lieu thereof. Such service fee shall be 100 percent (100%) of the Association dues and initiation fees (hereinafter collectively termed, "service fee") of the Association representing the employee's classification and representation unit.

6.16.3 Implementation - Any employee hired by the City in a classification subject to this Memorandum of Understanding shall be provided notice (see 1 above) advising that the City has entered into an agency shop agreement with the Association based on a secret ballot election on April 30, 2014 wherein the bargaining unit employees voted in agency shop. All employees already employed by the City in a classification subject to this Memorandum of Understanding shall be advised via written notice that they must (1) join the Association, (2) remit the service fee or (3) request religious exemption as specified in 4 below. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or service fees. Employees shall have ten (10) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the City. If the form is not completed properly and returned within ten (10) working days, the City shall terminate the employee for failure to abide by this Section. The City shall terminate any employee who fails to remit their Association dues, service fee, or charitable contribution. The

effective date of Association dues, service fee deductions or charitable contribution for such employee shall be the beginning of the first pay period of employment.

6.16.4 Religious Exemption - Any employee of the City subject to this Memorandum of Understanding who is a member of a bona fide religious, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall submit a request of exemption directly to the Association and complete the Association's process for religious exemption verification. Those employees granted religious exemption must remit to the Association a charitable contribution equal to the service fee in lieu of Association membership or service fee payment. The employee must remit the charitable contribution to any of the following entities: American Cancer Society, Make a Wish Foundation or American Red Cross.

6.16.5 Financial Reports - The Association shall submit a copy of the annual Hudson Letter and report to the Administrative Services Director who shall make copies of such reports available to employees subject to the agency shop requirements of the Section.

6.16.6 Hold Harmless - The Association shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the agency shop provisions herein. In no event shall the City be required to pay from its own funds, Association dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reason.

ARTICLE 7. ASSOCIATION BUSINESS

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

7.2 CPI shall mean the Department of Labor, Bay Area Census, All Urban Consumers, April to April. (discussed in several MOUs and in meet and confer 2005)

ARTICLE 8. PRIOR MOUS, RESOLUTIONS, ORDINANCES AND PRACTICES

All care and diligence was used in the preparation of this comprehensive MOU. With all parties having an opportunity for input and research, it is mutually agreed that this comprehensive MOU will supersede all previous MOUs. It is agreed that all Resolutions and Ordinances in conflict with provisions of this MOU may be repealed by the City Council without further need for meet and confer. If the Association has reason to believe a past practice currently exists that is different or inconsistent with the terms of this MOU they agree to present these practices to management during the fiscal 2014-2015 meet and confer session.

ARTICLE 9. CONTENT, TERMS AND RECOMMENDATIONS

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

9.2 Term – The term of this Memorandum of Understanding shall be from August 16, 2016 through June 30, 2017.

Dated: August 16, 2016

CITY OF LAKEPORT

Margaret Silveira, City Manager

LAKEPORT EMPLOYEES ASSOCIATION

Kelley Donaldson LEA Representative

Matt Hartzog, LEA Representative

CITY OF LAKEPORT - Monthly Salary Ranges with Steps
LAKEPORT EMPLOYEES' ASSOCIATION
8/16/2016

Job Classification	Range	Steps					
		A	B	C	D	E	F
Office Specialist I	29	2,240	2,347	2,493	2,573	2,697	2,830
Parks Maintenance Worker I	31	2,414	2,529	2,651	2,779	2,914	3,053
Maintenance Worker I	31	2,414	2,529	2,651	2,779	2,914	3,053
Wastewater Systems Operator I	32	2,517	2,638	2,763	2,898	3,038	3,181
Water Systems Operator I	32	2,517	2,638	2,763	2,898	3,038	3,181
Parks Maintenance Worker II	33	2,613	2,741	2,870	3,011	3,153	3,307
Administrative Specialist I	33	2,613	2,741	2,870	3,011	3,153	3,307
Financial Services Specialist I	33	2,613	2,741	2,870	3,011	3,153	3,307
Community Service Officer	34.7	2,712	2,818	2,951	3,093	3,241	3,401
Deputy City Clerk I	35	2,832	2,967	3,111	3,263	3,465	3,587
Financial Services Specialist II	36	2,943	3,090	3,235	3,394	3,556	3,732
Maintenance Worker II	36	2,943	3,090	3,235	3,394	3,556	3,732
Equipment Mechanic II	36	2,943	3,090	3,235	3,394	3,556	3,732
Administrative Specialist II	37	3,075	3,223	3,378	3,539	3,709	3,896
Engineering Technician I	37	3,075	3,223	3,378	3,539	3,709	3,896
Maintenance Worker III	37	3,075	3,223	3,378	3,539	3,709	3,896
Sign Technician	37	3,075	3,223	3,378	3,539	3,709	3,896
Wastewater Systems Operator II	37	3,075	3,223	3,378	3,539	3,709	3,896
Water Systems Operator II	37	3,075	3,223	3,378	3,539	3,709	3,896
Utility Operator/MWII	38	3,208	3,365	3,526	3,700	3,879	4,065
Parks Leadworker	38	3,208	3,365	3,526	3,700	3,879	4,065
Deputy City Clerk II	38	3,208	3,365	3,526	3,700	3,879	4,065
Building Inspector	39	3,342	3,499	3,674	3,850	4,036	4,257
Engineering Technician II	40	3,487	3,657	3,832	4,019	4,216	4,416
Utilities Maintenance Supervisor	40	3,487	3,657	3,832	4,019	4,216	4,416
EMC Supervisor	40	3,487	3,657	3,832	4,019	4,216	4,416
Parks Maintenance Foreman	40	3,487	3,657	3,832	4,019	4,216	4,416
Wastewater Systems Supervisor	41	3,647	3,811	3,998	4,190	4,393	4,606
Water Operations Supervisor	41	3,647	3,811	3,998	4,190	4,393	4,606
Housing Specialist	41	3,647	3,811	3,998	4,190	4,393	4,606
Financial Services Specialist III	42	3,788	3,959	4,153	4,354	4,565	4,786

Police Records Supervisor	37.7	3,842	4,034	4,241	4,447	4,664	4,892
	43	3,960	4,151	4,351	4,563	4,787	5,023
Associate Planner	44	4,136	4,335	4,549	4,768	4,997	5,247
	44	4,136	4,335	4,549	4,768	4,997	5,247
Public Works Foreman	45	4,298	4,507	4,727	4,958	5,201	5,455
	46	4,465	4,683	4,912	5,152	5,404	5,670
	47	4,640	4,866	5,104	5,355	5,617	5,891
	48	4,821	5,057	5,304	5,564	5,837	6,123