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ARTICLE I – GENERAL PROVISIONS

A. Preamble

This Memorandum of Understanding is made and entered into between the Whittier City Employees' Association, hereinafter referred to as "WCEA," and the management representatives of the City of Whittier, hereinafter referred to as "City," pursuant to the California Government Code, Section 3500 *et seq.*

B. Conclusion of Agreement

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment.

This Memorandum of Understanding sets forth all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered in this MOU are covered by existing ordinances, resolutions, policies and practices of the City.

C. Term of Agreement

It is mutually agreed that this MOU shall be effective for the period of July 1, 2009 through June 30, 2010.

D. City Council Determination

This Memorandum of Understanding shall be presented to the City Council of the City of Whittier for its determination. Appropriate ordinances, resolutions and other additional actions shall be considered to implement the provisions of the Memorandum of Understanding.

E. Separability

Notwithstanding any other provisions of this Memorandum of Understanding, in the event that any article, section or subsection of the Memorandum of Understanding shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the provisions of this Memorandum of Understanding or impose additional obligations on the City, the City and the WCEA shall meet and confer on the affected article, section or subsection. In such event, all other articles, sections or subsections of this Memorandum of Understanding not affected shall continue in full force and effect.

F. Recognition

The City hereby confirms its recognition of the WCEA as the Recognized Employee Organization as defined under the Meyers-Milias-Brown Act.

G. Management Rights

- (1). The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City's activities are conducted, managed, and administered, and the WCEA recognizes the exclusive right of the City to establish and maintain departmental rules and procedures for the administration of its departments.
- (2). The City has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.
- (3). Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- (4). The appointing authority reserves the right to discipline or discharge employees subject to the personnel rules and procedures. The City reserves the right to lay off personnel of the City at any time as provided in the City of Whittier Charter.
- (5). The City shall determine assignments, and establish methods and processes by which assignments are performed.
- (6). The City shall have the exclusive right to transfer employees within departments and to positions outside a department in a manner most advantageous to the City subject to the personnel rules and procedures.
- (7). The City shall have the authority, without prior meeting and conferring, to effect reorganizations and reallocation of work of the City.
- (8). The management rights provision is not subject to the grievance procedure beyond the City Manager.

H. Subcontracting

The City has the right without prior meeting and conferring to contract for services, including contracting out bargaining unit work. The City will provide WCEA notice 90 days prior to implementation and meet and confer regarding the impact of contracting out.

I. Non-Discrimination

The City and the WCEA mutually agree not to discriminate against their employees or bargaining unit members based on race, color, age, sex, sexual orientation, mental or physical disability, medical condition, national origin, ancestry, religious creed or marital status or other categories protected by law. Additionally, the City expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of the City's non-harassment policy. Any employee who engages in such conduct is subject to disciplinary action.

ARTICLE II – FLOATING HOLIDAY

Effective thirty (30) calendar days after the approval of this MOU by the City Council, the City will provide each employee who has completed at least six (6) months of employment with the City thirteen (13) hours of Floating Holiday for the term of agreement. In the event the City increases the employee's salary range, he/she will no longer be eligible to receive the Floating Holiday per fiscal year. Due to staffing and overtime requirements as determined by the City, in lieu of receiving the aforementioned Floating Holiday, the City has the option to pay each employee the lump sum equivalent of his/her unadjusted base salary rate of thirteen (13) hours or pro-rated amount if Floating Holiday hours above have not been used by the affected employee(s) in December 2009. The individual must be in the City's employ at the time payment is made. All other terms and conditions pertaining to a Floating Holiday shall remain in effect.

ARTICLE III – COMPENSATORY TIME OFF

Effective upon the approval of this MOU by the City Council, the City will increase the accrual of Compensatory Time Off (CTO) by five (5) hours to a maximum accrual of eighty-five (85) hours per employee. An employee shall request the prior approval of their department head or designee to use their accrued unused CTO. The department head or designee shall determine if the employee's use of CTO will unduly disrupt the operations or budget of the applicable City service. Non-rebuttable factors the department head or designee shall consider in making the determination include where the use of CTO would not reduce staff below an acceptable level or would not result in overtime expenditure to backfill for the employee's absence. Notwithstanding the above, employees who are not scheduled to work on a City designated holiday shall be permitted to use their accrued unused CTO to make up the difference, if any, between the holiday pay and number of hours the employee was scheduled to work. In order to meet the City needs, such as due to financial matters, the City in its sole discretion may require employees to utilize their accrued unused CTO and determine the dates and time of such use. Should this occur, the City will provide employees a minimum of 10 (ten) days prior notice. All other terms and conditions pertaining to Compensatory Time shall remain in effect.

ARTICLE IV – WATER CERTIFICATE PAY PROGRAM

Effective at the beginning of the first pay period after the approval of this MOU by the City Council, the City will establish a Water Certificate Pay Program as follows. Water Division employees in the classifications indicated below who possess valid Water Certificate(s) issued by the California Department of Health Services that are above the level required in their respective City class specification, will receive \$50 (fifty dollars) per month above their unadjusted base salary rate for each Certificate, not to exceed two (2) such higher level Water Certificate(s) or a total of \$100 (one hundred dollars) per month. Employees can receive Water Certificate Pay for higher level Water Treatment and/or Water Distribution Certificates regardless of whether the employee is assigned to the Water Treatment Section or Water Distribution Section. An employee who receives Water Certificate Pay as provided in this section shall not receive any other pay for their Water Certificate(s). For example, an employee that receives Water Certificate Pay shall not receive Certificate Pay of \$15 (fifteen dollars) per month per the MOU between the City and WCEA for the period of 1990-91.

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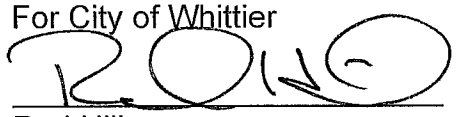
Employees are responsible to provide evidence that they possess valid and appropriate Water Certificates as may be required by the City. Upon City verification that the employee possesses valid and appropriate Water Certificate(s) under this Program, the Water Certificate Pay will be implemented at the start of the following pay period. Should an employee's Water Certificate(s) no longer be valid, the employee shall immediately inform their Manager and Department Head in writing of that fact. If the employee received Water Certificate Pay for which he/she was not eligible, the City will deduct that amount from the employee's pay check(s) and/or from payment of his/her accrued unused leave for which he/she would otherwise be eligible to receive as determined by the City.

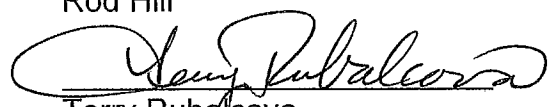
For the purpose of this section, the Water Division classifications eligible to participate in the Water Certificate Pay Program are: Cross Connection Specialist I/II, Water Production Specialist, Water Treatment Plant Operator I/II, Water Utility Specialist, Water Utility Worker I/II, Telemetry/Water Technician and Utility Services Representative.

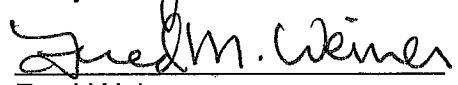
ARTICLE V – EMPLOYEE HEALTH INSURANCE

Effective August 1, 2009, employee medical and dental contribution rates shall be increased by a dollar amount equal to 50% of the respective one, two and three party insurance premium rate increases effective August 1, 2009.

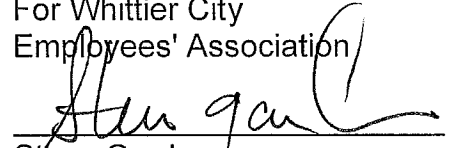
L. Signatories to MOU

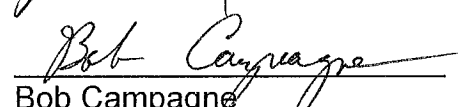
For City of Whittier

Rod Hill



Terry Rubalcava

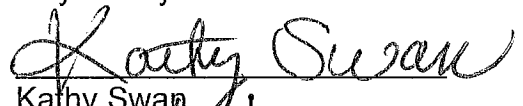

Fred Weiner

Date: 8/10/09

For Whittier City
Employees' Association

Steve Gardner


Bob Campagne


Billy Cosby


Kathy Swan

Date: 7/28/09