

CITY OF SOUTH LAKE TAHOE

RESOLUTION NO. 2015- 59

RESOLUTION OF INTENTION
TO APPROVE A SIDE LETTER AMENDING THE 10/1/14 TO
9/30/17 MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SOUTH LAKE TAHOE AND INTERNATIONAL
UNION OF OPERATING ENGINEERS, STATIONARY
ENGINEERS, LOCAL 39

WHEREAS, the City of South Lake Tahoe and the International Union of Operating Engineers, Stationary Engineers, Local 39 (Union) have met and conferred in good faith in accordance with the provisions of the Meyers-Milias-Brown Act of the California Government Code; and

WHEREAS, the Union has ratified the attached side letter to the Memorandum of Understanding for the term of October 1, 2014 through September 30, 2017,

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT:

This City Council approves the modifications to the Memorandum of Understanding between the City of South Lake Tahoe and the Union which are incorporated into the Side Letter to the Memorandum of Understanding (attached hereto) and directs the City Manager to take all steps that are proper and necessary to implement this agreement.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a meeting on September 15, 2015 by the following vote:

AYES: Councilmembers COLE, DAVID, CONNER, DAVIS & SASS

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

ATTEST:


Susan Alessi, City Clerk




Hal Cole, Mayor

SIDE LETTER
BETWEEN THE CITY OF SOUTH LAKE TAHOE
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL
39

This side letter agreement amends the Memorandum of Understanding between the International Union Of Operating Engineers, Stationary Engineers, Local 39 and the City for the contract period of October 1, 2014 through September 30, 2017.

ARTICLE 2. PAY RATES AND PRACTICES

Section 2.2.D. Scheduling of Work Weeks

Replace current subsection (2) *Parks & Recreation Division* and subsection (3) *Airport* with the following new subsection (2) Maintenance Staff. Current subsections (2) and (3) are removed in their entirety.

(2) Maintenance Staff

It is the City's intention to schedule employees' work weeks in such a way that results in full work days and two (2) consecutive days off whenever feasible. Schedules shall be made and employees notified at least two weeks in advance. It is expressly understood that management has the ability to determine shift day schedules and hours of day schedules. Employees shall be consulted on preferred shifts, selecting shift by seniority (seniority being based on regular City hire date. Schedule selection would be between those employees being assigned to a particular work area and not necessarily the entire maintenance staff). Preferences shall be granted by management when they do not conflict with the needs of the assigned area as those services are defined by the department head.

In no case may an employee's work schedule be changed during the work week unless agreed to by the employee. Such an employee will have the option to earn compensatory time, overtime pay, or time off in accordance with the 40-hour workweek provisions of the Fair Labor Standards Act.

Section 2.4.C. Snow Removal/Shift Change

Paragraph removed in its entirety

Section 2.4.E. and Section 2.4.F. Night Shift Assignments & Differential – revised as follows

E. Night Shift Assignments

Equipment Maintenance Division

Snow removal night shift assignments in the Fleet Division will be made in a fair and equitable manner, taking the following criteria into consideration:

- a. Volunteers
- b. Special required Skills
- c. Seniority

If none of the volunteers or least senior persons possess the special skills the Department has determined are required, the Department will assign the least senior person who has the needed skills.

General Maintenance Divisions

A night shift assignment list is developed annually. Each November of subsequent years this list will be updated and submitted to the Public Works Director by the division managers.

Each November night shift assignments will be made for the upcoming snow removal season in the following manner:

The Division Manager shall request volunteers for night shift assignments from among regular maintenance staff assigned to snow removal and shall assign all volunteers to the night shift. If there are an insufficient number of regular volunteers for night shift, qualified temporary Maintenance Workers shall be assigned to the night shift. All regular maintenance staff volunteers and all qualified temporary maintenance staff will be assigned to the night shift before any involuntary assignments are made.

Employees, when first appointed as regular maintenance technicians, will work three snow removal seasons on the night shift unless a sufficient number of more senior employees volunteer for night shift, so that when combined with qualified temporary maintenance workers, no involuntary assignments are required. After a regular maintenance technician has worked three snow removal seasons, their name will be placed at the top of the Night Shift Assignment List.

If after all volunteers, qualified temporary maintenance workers and regular maintenance technicians with less than three snow removal seasons experience have been assigned to the night shift, additional positions on the night shift remain to be assigned, the person(s) at the top of the Night Shift Assignment List shall be assigned to the night shift and their name rotated to the bottom of the list.

The order of the names on the Night Shift Assignment List remains the same unless:

1. A regular maintenance technicians completes their initial three snow removal seasons at which time their name goes to the top of the Night Shift Assignment List and all other names move down; or
2. Involuntary assignments are made resulting in one or more names rotating to the bottom of the list.
3. An employee or employees names remain at the top of the list until night shifts are involuntarily assigned. If an employee(s) whose name is at the top of the list when involuntary night shift assignments are made has already volunteered for a night shift assignment their names are rotated to the bottom of the list until enough eligible non-volunteers have been assigned to the night shift to fill the night shift crew.

To keep disruption to a minimum no more than two regular maintenance technicians per season will be allowed to move off the night shift. If more than two maintenance employees request reassignment from the night shift only the two most senior maintenance employee will be reassigned to the day shift.

F. Night Shift Differential for Snow Removal Season

Employees assigned to snow removal operations, , who are assigned to work the night shift for the snow removal season, i.e., November 1 through April 30, will receive a night shift differential of 4% on scheduled and overtime hours. Employees receiving a night shift differential under this paragraph are not eligible for night shift differential under paragraphs A, B, or C above.

Section 2.5 SPLIT SHIFT DIFFERENTIAL – Section is eliminated in its entirety.

Section 2.7 MECHANICS CERTIFICATION PAY – No changes, however, current employees filling new classifications as part of this re-structuring, will be grandfathered in and permitted to retain current certification pays.

Section 2.8 WELDING CERTIFICATION PAY – Section is eliminated in its entirety.

Section 2.9 SHARED POSITIONS – Section is eliminated in its entirety.

Section 2.15 SNOW REMOVAL OPERATIONS “ON CALL” PAY - Revised as follows

Section 2.15 – SNOW REMOVAL OPERATIONS “ON CALL” PAY

Due to the unpredictable nature of the weather and snow removal operations, maintaining the safety of the City requires that snow removal operations on public City streets be available when needed during the winter storm season. This policy provides an on-call process for the City’s Snow Removal Crew to meet this safety need and to compensate employees for on-call status. The Snow Removal Crew consists of individuals within the Maintenance Division and the Fleet Maintenance Division of the Public Works Department.

A. On-Call Process

The snow removal season is November 1 through April 30 of each year. The City may alter the Season start and end dates based on unusual weather conditions at its discretion. Each Friday during the snow removal season the Division Manager will inform the Snow Removal Crew if it is in an on-call status. The Division Manager will place the Snow Removal Crew in an on-call status based on a system to be determined. Division Manager has discretion to put partial crew on on-call status at City discretion based on operational needs. Determination will be based on volunteers and/or seniority. If no volunteers, crews will be selected based on minimizing overtime or reverse seniority.

The Snow Removal Crew will make itself available for snow removal operations from the end of each employee’s work shift on Friday until the beginning of the employee’s shift the following Monday. It is each employee’s responsibility to be physically and mentally prepared to report to work during all on-call hours.

The City may schedule an employee to work a particular shift instead of being placed in or remaining in an on-call status. Employees scheduled to work a shift are not entitled to on-call pay.

Subsections B, C, and D – no changes

Section 2.16 CERTIFICATION PAYS

Replace Section 2.16 with the following new wording. Current Section 2.16 is removed in its entirety.

Section 2.16 – MAINTENANCE SERIES CERTIFICATION PAYS

Employees in the maintenance classification series may be eligible to receive twenty dollars (\$20.00) per month in additional to their regular rate of pay for possession of the following certificates as described below.

Certificate	Eligible Classifications	Maximum Number
Welding Certificate ¹	Maint. I/II/III/IV/V/Lead	Unlimited
Welding Certificate ¹	Equip Mech; Lead Equip Mech; Fleet Supv	4
Hazmat	Main. I/II/III/IV/V/Lead; Equip Mech, Lead Equip Mech; Fleet Supervisor	4
Tanker Endorsement	Main. I/II/III/IV/V/Lead; Equip Mech, Lead Equip Mech; Fleet Supervisor	4 ²
Certified Pool Operator	Maint. I/II/III	3
Certified Playground Inspector	Maint. III/IV/V/Lead	2
Boiler Certificate	Maint. III/IV/V/Lead	2
Chiller Plant Cert.	Maint. III/IV/V/Lead	2
Airport Safety Cert	Maint. II/III/IV/V/Lead	4
Pesticide Applicator	Maint. IV/V/Lead	2
Backflow Prevention Training Certificate	Maint. IV/V/Lead	2
Commercial Class A	Maint. II/III/IV/V/Lead	4

¹To be eligible, employee must possess each of the certificates issued by the American Welding Society for flat, horizontal, vertical or over-head welding.

²Employees who have the above certificates as of July 1, 2015 in excess of the above maximums will be grandfathered in and permitted to retain certificate pay. No additional certification pays will be added until such time as the number of employees in the above classifications with the applicable certificate pay drops below the “maximum number”.

When a certificate has a “maximum number” and an employee with the certificate retires or leaves City employment (or otherwise becomes ineligible for certificate pay), the certificate pay will be granted to the another employee who holds that certificate but was not receiving the certificate pay. If more than one employee holds that certificate, the determination as to who will receive the certificate pay will be based on the following criteria:

1. The employee in the highest grade (level).
2. The employee who has held the certificate for the longest period of time.
3. City employment seniority.

Employees in the Maintenance classification series will be reimbursed for the registration fees they have incurred in taking classes to obtain the above certifications. Such reimbursement shall only be made upon successful completion of the certification test and is dependent upon prior approval of the course by the department head. Such requests for prior approval of classes shall not be unreasonably denied but are contingent upon budget availability.

Section 2.19

MAINTENANCE CLASS SERIES

2.19

MAINTENANCE CLASS SERIES

Effective the pay period that includes October 1, 2015; all maintenance classifications are re-organized into one classification series. The following classifications are eliminated: Street Maintenance Worker, Heavy Equipment Operator, Airport Maintenance & Operations Worker, Police Maintenance Worker, Facilities Worker, Sign Technician, Lead Parks Maintenance Worker, Senior Parks Maintenance Worker, Parks Maintenance Worker

Employees within the above classifications are now placed within the following Maintenance Classification Series: Maintenance Technician I, II, III, IV, or V. Employees within this classification are eligible to competitively compete for the position of Lead Maintenance Technician, of which there will be three positions.

Maintenance Technician I and II are flexibly staffed and are created with five pay steps within each class. It is anticipated that most vacancies within the Maintenance Classification Series will be filled at Level I or Level II, however, management reserves the right to recruit for vacancies at higher levels based on operational needs. New positions are generally filled in the lower pay step of Level I. Employees will continue to serve a one year probationary period in accordance with the Personnel Rules. However, employees hired as Maintenance Technician I or Maintenance Technician II will be eligible to receive a merit pay step increase every 6 months with documented satisfactory performance until reaching the top of the range. Promotion from Maintenance Technician I to Maintenance Technician II will be based on meeting the minimum qualifications for Maintenance Technician II, successful completion of the full probationary period at the Maintenance Technician I level, and with documented satisfactory performance.

Advancement to Maintenance Technician III, Maintenance Technician IV, and/or Maintenance Technician V will be made as a result of a competitive process with each recruitment focusing on the operational needs/skill sets needed at the time of the vacancy. Whereas the promotion of internal candidates will be encouraged, management reserves the right to conduct open competitive recruitments which may result in either an internal promotion or hiring of external candidates. The number of positions at each level will be determined by the City based on budgetary and operational need. A competitive process will be conducted when a designated vacancy occurs.

ARTICLE 3 PAID LEAVES

Section 3.1.D. Holidays Worked

Change wording to:

1. Employees who work on any fixed holiday (other than those addressed in paragraph 2) at the direction of their supervisor shall be paid, or at the request of the employee, given compensatory time off, at the overtime rate for the number of hours worked and, in addition, shall receive his/her regular holiday pay.

2. Maintenance classification series and Fleet division employees who work on Thanksgiving Day, Christmas Day, or Christmas Eve shall be paid, or at the request of the employee given compensatory time off, at the rate of 2.5 times their base hourly rate for the number of holiday hours worked and, in addition, shall receive their regular holiday pay.

Section 3.6 DRIVERS LICENSE RENEWALS

Revise as noted:

The City agrees that employees who are required as a condition of continued employment (as indicated in the job specification) to maintain a valid California Class A or B driver's license shall be granted up to two (2) hours paid time off for the purpose of completing the required medical and Department of Motor Vehicle written exams.

ARTICLE 4 BENEFITS

Section 4.8.A Uniforms

Revise wording as noted below:

- A. The City agrees to continue the current uniform provisions and cleaning service for employees in the maintenance class series and fleet division.

APPENDIX A – CLASSIFICATIONS IN THE GENERAL & PUBLIC WORKS UNION

Administrative Assistant I
Administrative Assistant II
Administrative Assistant I/P&R
Administrative Clerk I
Administrative Clerk II
Assistant Planner
Associate Civil Engineer
Associate Planner
Building Inspector
Construction Engineer
Engineering Technician
Equipment Mechanic
Fire Safety Inspector
Fleet Control Specialist
Fleet Supervisor
GIS Analyst
Housing Inspector
Information Systems Technician
Lead Equipment Mechanic
Lead Maintenance Technician
Maintenance Technician I
Maintenance Technician II
Maintenance Technician III
Maintenance Technician IV
Maintenance Technician V
Network Systems Administrator
Parks Supervisor
Permit Center Technician
Police Records Technician
Principle Building Inspector
Public Works Inspector
Recreation Supervisor
Recreation Receptionist
Senior Building Inspector
Senior Fire Safety Inspector
Senior Housing Inspector
Senior Police Records Technician
Senior Public Works Inspector
Senior Recreation Receptionist
Storm Water Program Coordinator

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding this 15
day of Sept., 2015.

STATIONARY ENGINEERS, LOCAL 39

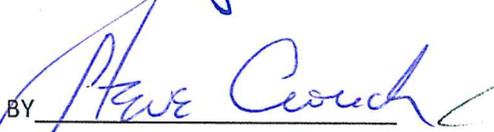
CITY OF SOUTH LAKE TAHOE

BY 

Jerry Kalmar, Business Manager-Secretary

BY 

Hal Cole, Mayor

BY 

Steve Crouch, Director of Public Employees

BY 

BY 

James Britton, Business Representative