

SIDE LETTER

City of Lancaster

And

Lancaster Code Enforcement Association

EXTENSION OF 2009 – 2010 MEMORANDUM OF UNDERSTANDING

This letter is entered into to document the intent of the parties to recommend ratification/approval of an extension of the existing Memorandum of Understanding, through December 31, 2011.

The terms of the extension are as follows:

- 1) ARTICLE 5 – COMPENSATION shall be revised as follows:

SECTION 1: Salaries

A. The City will adopt a seven step salary schedule with 5% between the steps and 2.5% between grades as proposed by the July 2008 Classification & Compensation Study. The reduced step salary schedule will be implemented and effective the first full pay period in July 2010.

B. This provision is deleted.

- 2) Appendix A of the Memorandum of Understanding is revised as follows:

SECTION 1: Covered Classifications

<u>Classification</u>	<u>Range</u>
Code Enforcement Officer I	R-50
Code Enforcement Officer II	R-54

SECTION 2: Monthly Salary Ranges is deleted. New salary ranges pending Council approval.

- 3) Existing employees will be offered the opportunity to voluntarily move to the Retiree Health Savings Plan offered to those hired after July 1, 2009 in lieu of the retiree health benefits in the Agreement. Employees electing to do so will receive a lump sum payment (up to \$10,500) based on years of prior service to their RHS account.

- 4) The City may elect to offer an enhanced CalPERS program that includes sick leave conversion and a 2.7% @ 55 benefit at age 55 in lieu of the current benefit which includes a .7% PARS supplement to the 2.0% @ 55 CalPERS benefit. It is understood however, that should the City implement this change it will be "cost-neutral" to bargaining unit employees.

- 5) The City will provide reimbursement of up to \$125.00 per fiscal year for clothing/shoes damaged in the course of employment. To receive reimbursement employees must provide proof of loss, including details on how the damage occurred, along with original receipts showing the amount and type of replacement article purchased to their supervisor.

- 6) If, during the term of the extension, the City elects to offer a cafeteria style employee benefit program, the City will offer the same program to the Union and, by mutual agreement, reopen the Memorandum of Understanding for meet and confer over the impact and implementation of any changes to benefits.

- 7) The parties have agreed to implement the negotiated Agency Shop agreement on the first full pay period following ratification of the agreement by the Lancaster Code Enforcement Association membership and approval of the agreement by the Lancaster City Council.

It is further understood by the parties that the City's intent to recommend approval of this extension is tentative pending a financial analysis of the cost of the agreement.

DATE: _____

Lancaster Code Enforcement Association

City of Lancaster

Scott O'Connor

Beverly Glode

Brian St. John

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

AGENCY SHOP

SECTION 1. Legislative Authority

The City of Lancaster (City) and the Lancaster Code Enforcement Association (Union) have negotiated this Agency Shop agreement in accordance with California Government Code 3502.5 (a). As a result of this negotiation, as a condition of continued employment, this Agency Shop agreement hereby requires that all bargaining unit employees:

1. Elect to join the Union and pay union dues
2. Pay an agency fee for representation
3. Or with a religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

SECTION 2. Dues/Agency Fee Collection

The City will deduct monthly Union dues, agency fees and religious exemption fees, the first and second pay periods of each month in an amount certified to be current and correct by the Union from the pay of those employees who have signed a written authorization and a copy of that authorization has been provided to the Finance Department. Employees on leave without pay shall not have a union dues or agency fee deduction for that pay period.

The Union shall notify the City of any agency fee payer who elects to only pay fair share fees, the fee equal to direct representation costs as determined by the Union's certified financial report. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer's paycheck.

SECTION 3. New Hire Notification

All new hires in the Lancaster Code Enforcement Association Unit shall be informed by Human Resources, at the time of hire that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this agreement, and a form, mutually developed between the City and the Union that outlines the employee's choices under the Agency Shop agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.

SECTION 4. Failure to Pay Dues/Fees

Should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form, the Union shall notify the City, requesting the employee be terminated from employment for failure to make an election. Within seven (7) working days of each new hire in the bargaining unit, the City shall notify the Union of all new hires, providing the Union the employee's name, classification and date of hire.

SECTION 5. Religious Exemption

An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

An employee claiming religious exemption status shall be required to provide proof of affiliation with such a religion, body or sect.

In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to pay a fee equal to the Agency Fee, and those fees shall be remitted by the City, at the choice of the employee, to one of the following non-labor, non-religious charitable organizations:

1. Antelope Valley Domestic Violence Council
2. United Way
3. American Cancer Society
4. Children’s Center of the Antelope Valley

SECTION 6. Records

The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

SECTION 7. Rescission of Agreement

The Agency Shop agreement may be rescinded in accordance with Government Code 3500.

SECTION 8. Indemnification

The Union shall indemnify, defend, and hold the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

DATE: _____

Lancaster Code Enforcement Association

City of Lancaster

Scott O’Connor

Beverly Glode

Brian St. John

RESOLUTION NO. 10-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LANCASTER, CALIFORNIA APPROVING A ONE YEAR
EXTENSION OF THE MEMORANDUM OF UNDERSTANDING
(MOU) BETWEEN THE CITY AND LANCASTER CODE
ENFORCEMENT ASSOCIATION

WHEREAS, the City Council is desirous of approving the Memorandum of Understanding between the City and Lancaster Code Enforcement Association

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS;

Section 1. Approve the extension of the Memorandum (MOU) between the City and Lancaster Code Enforcement Association for a one year period expiring December 31, 2011.

Section 2. Any Resolutions in conflict with provisions stated herein shall be considered superseded by the provisions contained within this Resolution.

PASSED, APPROVED and ADOPTED this ___ day of _____, 2010, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

GERI K. BRYAN, CMC
City Clerk
City of Lancaster

R. REX PARRIS,
Mayor
City of Lancaster

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF LANCASTER)

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster,
CA, do hereby certify that this is a true and correct copy of the original Resolution No.
10-07, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____
day of _____, _____.

(seal)
