MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NORCO
AND
UTILITY WORKERS UNION OF AMERICA,
LOCAL 606

July 1, 2023-June 30, 2027

UTILITY WORKERS UNION OF AMERICA – LOCAL 606
MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NORCO AND UTILITY WORKERS UNION OF AMERICA, LOCAL 606

ARTICLE 1 PREAMBLE

Representatives of the City of Norco and the Utility Workers Union of America, Local 606 have met and conferred on salaries and benefits. The following items have been agreed upon. The term of this Agreement shall be for the period beginning July 1, 2023 and ending June 30, 2027.

ARTICLE 2 RECOGNITION

The City recognizes the Utility Workers Union of America, Local 606 as the exclusive representative of the following classifications:

Events Maintenance Worker I/II/III
Facilities Maintenance Technician I/II
Park Maintenance Worker I/II
Public Works Inspector I/II
Utility Maintenance Lead Worker
Utility Maintenance Worker I/II/III
Wastewater Maintenance Technician I/II
Water Quality Control Technician I/II

Employees hired into the above classifications have a one-year probationary period.

ARTICLE 3 SALARIES

1. Effective August 30, 2025, implement Class and Comp recommendations, including title adjustments and salary adjustments for Facilities & Maintenance members, adjusting ranges 2 above consultant's recommendation.
2. Modify salary steps for Facilities & Maintenance classifications from a 5 step with 3% between steps to a 10 step with 2.5% between steps.
3. Effective August 30, 2025, there shall be a salary adjustment of 2% for all classifications represented by the Union.
4. There shall be a 1.5% COLA effective the beginning of the pay period that includes July 1, 2026.
5. Certification Pay: Employees who successfully complete a certificate program for job related certifications in water distribution, treatment, collections or park operations, which are not a requirement of initial employment or current position, shall receive a special pay differential of two and one-half percent (2.5 %) above base salary. Multiple certifications achieved above the minimum job specifications will not qualify for additional certification pay.

   Employees must maintain a valid certificate to be eligible for the special pay differential. Employees who have lapsed/expired certificates will not be eligible for special pay and pay will not be paid retroactively. Employees are not eligible for any certification pay that is required for his/her position.

Classification	Required Certifications
Utility Maintenance Lead Worker	State of California Grade III Water Distribution State of California Grade I Water Treatment State of California Grade I Sewer Collections
Public Works Inspector II	State of California Grade II Water Distribution State of California Grade II Sewer Collections
Public Works Inspector I	State of California Grade I Water Distribution State of California Grade I Sewer Collections
Water Quality Control Technician II	State of California Grade II Water Distribution State of California Grade II Water Treatment
Water Quality Control Technician I	State of California Grade I Water Distribution State of California Grade I Water Treatment
Wastewater Maintenance Technician II	State of California Grade II Water Distribution State of California Grade II Sewer Collections
Wastewater Maintenance Technician	State of California Grade I Water Distribution State of California Grade I Sewer Collections
Utility Maintenance Worker III	State of California Grade III Water Distribution State of California Grade I Water Treatment Or State of California Grade II Water Distribution State of California Grade II Water Treatment
Utility Maintenance Worker II	State of California Grade II Water Distribution State of California Grade I Water Treatment
Utility Maintenance Worker I	State of California Grade I Water Distribution
Parks Maintenance Worker II	California Department of Pesticide Regulation Qualified Application License (QAL)
Parks Maintenance Worker I	California Department of Pesticide Regulation Qualified Application Certificate (QAC)

The City will reimburse for the State of California Grade 1 Water Distribution Operators Certification and Class A License for new hires upon completion of probation.

The City will reimburse all employees for maintenance of required certifications for their current positions. Obtaining required certifications will be reimbursed pursuant to the provisions of Article 25 Tuition Reimbursement.

Employees will be eligible for promotion upon verification of position required certifications.

6. Commercial Driver's License: Employees will have the option to have the City cover the cost for an entry-level driver training course in order to obtain a California Commercial Driver's License (CA CDL) Class A or B as a condition of their employment. The City will work directly with a licensed CDL training facility that will invoice the City directly. Employees must obtain prior approval from their Department Head prior to the employee taking the approved training. Any time that the employee spends in taking approved training to obtain a CDL will not be considered work time or otherwise be compensable. Accordingly, employees will not be entitled or authorized to receive overtime compensation for participating in training or testing to receive a CDL. The employee must update their direct supervisor and provide a training schedule with weekly updates on their progress. The Department Head has the discretion to approve or deny the employee's request to attend training that conflicts with the City's daily operations.

   Employees requesting that the City pay for their training to obtain their CA Commercial CDL will be subject to reimbursing the City based on the schedule set forth in the Employer-Paid Training California Commercial Driver's License Policy and corresponding Payroll Repayment Agreement. The schedule is valid for two years after the employee passes probation. If an employee remains with the City for two years after passing probation, then no repayment will be required.

   This is a one-time benefit. If for any reason the employee re-takes the course or DMV test, the employee will be responsible for the entire cost.

ARTICLE 4 PERS BENEFITS / EMPLOYEES HIRED ON/PRIOR TO DECEMBER 31, 2012

1. For employees hired on or prior to December 31, 2012 and new hires who are "Classic" Members, the City has a contract with CalPERS to provide employees with the 2.7% at 55 Full Formula (Section 21354.5). The City has agreed to pay 100% of the employer contribution rates toward retirement and the employee will pay 8% of the employee contribution rates toward retirement through the CalPERS Retirement System.

   Other benefits in the CalPERS agreement include:

   a. Section 20965: Credit for Unused Sick Leave. Unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave.

   b. Section 21574: Fourth Level 1959 Survivors Benefits. This benefit provides a higher level of 1959 Survivor Benefits to survivors of a member who dies prior to retirement.

   c. Three-year final compensation (36 highest paid consecutive months).

2. City shall implement all other requirements mandated by the Public Employees' Pension Reform Act of 2013.

ARTICLE 5 PERS BENEFITS / EMPLOYEES HIRED ON/AFTER JANUARY 1, 2013

1. The retirement formula for miscellaneous employees hired on/after January 1, 2013 is 2% at 62, with a maximum benefit of 2.5% at 67.

2. Employees must contribute at least 50% of the normal cost rate for the defined benefit plan, rounded to the nearest quarter percent, currently 7.75%.

3. Employer may not pay any of the employee share of pension cost.

4. City shall implement all requirements mandated by the Public Employees' Pension Reform Act of 2013.

ARTICLE 6 HEALTH INSURANCE

1. The City will participate with the State of California for health benefit programs available through CalPERS.
2. Effective November 1, 2025, the City agrees to pay up to $1,550 a month for those employees and their dependents enrolled in any of the available CalPERS health.
3. Any eligible employee who elects to opt-out of health benefits will be paid a monthly cash amount equal to the lowest basic single rate premium in the CalPERS Other Southern California Region in lieu of health benefits, providing the following requirements are met:
   a) An election form to opt-out of health benefits is completed.
   b) Satisfactory proof of other coverage is provided.

ARTICLE 7 DENTAL INSURANCE

The City will provide a choice between a HMO dental insurance plan, fully paid by the City for both the employee and dependent coverage, and a PPO dental insurance plan with the City's contribution limited to the cost of the HMO dental insurance premium.

ARTICLE 8 VISION INSURANCE

The City will provide a vision care plan that is fully paid by the City for both employee and dependent coverage.

ARTICLE 9 LIFE INSURANCE

The City will provide term life insurance benefit equal to the employee's annual salary (rounded to the nearest thousand) and $5,000 dependent life benefit, fully paid by the City for both employee and dependent coverage. The annual salary will be the monthly base salary times twelve.

ARTICLE 10 LONG TERM DISABILITY INSURANCE

The City of Norco will offer an optional Long-Term Disability plan at the employee's expense.

ARTICLE 11 CONTINUOUS SERVICE BONUS

In recognition of years of service to the City, a Continuous Service Bonus shall be given on the anniversary date of the employee as follows:

- Five-year anniversary $100
- Ten-year anniversary $300
- Fifteen year anniversary $500
- Twenty-year anniversary $700
- Twenty-five year anniversary $1,000
- Thirty-year anniversary $1,250

ARTICLE 12 SICK LEAVE

1. Full-time employees assigned to the 36-hour workweek shall accrue 8.1 hours of sick leave per month.
2. Employees may use accrued paid sick leave beginning on the 90th day of employment. Sick leave may be used for employee or a family member for diagnosis, care or treatment of an existing health

condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.

3. Employees may use up to half of their accumulated sick leave for immediate family or domestic partner illness or medical emergency and up to three days of accumulated sick leave in addition to the three days of bereavement leave for the death of an immediate family member or domestic partner.

4. If an employee uses sick leave prior to or after a City paid holiday, employee must provide a doctor's notice.

5. Sick leave of three or more days is recognized as FMLA and requires a doctor's notice.

ARTICLE 13 EMPLOYEE ON LEAVE COMPENSATION

An employee on leave without pay, excluding FMLA, CFRA, Military and Disability, shall receive no compensation, including pay for holidays, and shall accumulate no vacation or sick leave while on such leave but shall continue to receive the benefits of continuous service and insurance coverage. The employee's department head shall approve all leaves without pay. The City shall use any accrued sick or vacation accrual for payment of any elected benefit premiums.

ARTICLE 14 SICK LEAVE BUY-BACK

1. At the option of the employee, the City shall pay to each employee on the payroll immediately following December 1 of year, 40% of the employee's unused sick leave for the previous 12 months with the time paid to be deducted from the employee's total sick leave accumulation.

2. If the employee is enrolled in any City of Norco deferred compensation program, the employee will have the option of contributing the money in their deferred compensation account. Employee must submit a deferral change form to payroll for processing.

3. In order to be eligible for a sick leave buy back, the employee must have been employed with the City for six months and have successfully completed his/her probationary period as of December 1 of each year.

4. Individuals on probation due to promotions will be eligible for the buy back.

ARTICLE 15 SICK LEAVE BUY BACK ON SEPARATION

After ten years of service, the City shall pay 50 percent of any sick leave accumulation to the employee at the time of death, retirement or separation from the City up to a maximum of ninety days.

ARTICLE 16 BEREAVEMENT

1. Bereavement leave shall be provided in the amount of three days in the event of the death of a member of the employee's immediate family. Such bereavement leave shall not be deducted from an employee's accumulated sick leave.

2. Employees may use up to three (3) days of accumulated sick leave in addition to the three (3) days bereavement for the death of an immediate family member.

3. Immediate family shall be defined as any relative who is a member of the employee's household, and any parent, grandparent, spouse, domestic partner, child, brother, sister, niece or nehpew of the employee. The parent, brother or sister of the employee's spouse, domestic partner, ex-spouse, or deceased spouse, regardless of residence or employee's current marital status, is also eligible.

ARTICLE 17 JURY DUTY

1. An employee of the City who is requested to serve on jury duty shall notify his/her supervisor who shall in turn notify his/her department head.

2. While serving on jury duty, an employee shall receive his/her regular salary from the City. The employee shall remit to the City all compensation received as a result of serving on jury duty, except mileage reimbursement.

3. Jury duty limit will be 72 paid hours per fiscal year. An employee must submit documentation of court attendance. Jury duty will be paid for regularly scheduled work days up to the maximum of 72 paid hours per year. Documentation must be attached to corresponding time sheet for payment.

ARTICLE 18 HOLIDAYS

1. Employees shall receive the following paid days off for holidays each year:

    1. New Year's Day
    2. Martin Luther King's Birthday
    3. President's Day
    4. Memorial Day
    5. Independence Day
    6. Labor Day
    7. Veteran's Day
    8. Thanksgiving Day
    9. Christmas Eve Day
    10. Christmas Day
    11. 4 Floating Holidays

        New hires' floating holidays will be pro-rated. If hired between July 1 – October 31 new hires will accrue three (3) floating holidays, if hired between November 1 – February 28 new hires will accrue two (2) floating holidays, if hired between March 1 – June 30 new hires will accrue one (1) floating holiday. New hires are not required to complete probation to use accrued floating holiday(s). Days off must have prior approval by immediate supervisor. All floating holidays must be used or will be lost by June 30 each year.

2. In the event when any holiday falls on a Friday or Saturday the Thursday preceding shall be observed as the holiday, or if the holiday falls on a Sunday, the Monday following shall be observed as the holiday.

3. The City shall pay nine (9) hours for each holiday.

ARTICLE 19 VACATION

1. Full-time UWUA, Local 606 employees shall receive vacation accruals as follows:

Vacation Accumulation	Hours of Service	Maximum Accrual
86.4 hours per year / 3.32 hours per pay period	Up to 7,488 (4 yrs)	192 hours
129.6 hours per year / 4.98 hours per pay period	7,489 – 16,847 (9 yrs)	288 hours
151.2 hours per year / 5.82 hours per pay period	16,848 - 26,207 (14 yrs)	336 hours
172.8 hours per year / 6.65 hours per pay period	26,208 – 99,999	384 hours

2. Employees will cease to accrue vacation hours when in any pay period they exceed their annual accrual as determined by their anniversary date.

VACATION CASH OUT -

a. Employees may be permitted to cash-out up to one week (36 hours) of accrued vacation hours on a fiscal year basis, provided that subsequent to the cash-out, the employee shall retain a minimum of one week (36 hours) of accumulated vacation leave.

b. Employees who are at the maximum vacation accrual limit or are within one week (36) hours of the limit may cash out up to an additional 18 hours, for a total of 54 hours of accrued vacation hours on a fiscal year basis.

c. Employees shall complete a "Request for Cash-Out" and submit the request to payroll.

ARTICLE 20 COMPENSATORY TIME

1. In lieu of overtime pay, employees may be granted compensatory time, if requested by the employee and approved in advance by the City Manager or designee. However, it is the City's intent to minimize compensatory time authorization. Therefore, employees should not expect to have compensatory time authorized.

2. Compensatory time granted will accrue at a rate of one and one half hours per overtime hour worked, except for overtime worked on holidays and weekend emergency call outs.

4. Compensatory time granted will accrue at a rate of two hours per overtime hour worked on holidays and weekend emergency call outs.

5. Employees may accumulate 72 hours of compensatory time used at the employee's discretion with the approval of the immediate supervisor.

6. The decision to allow compensatory time in lieu of overtime is solely a management decision.

7. Subject to the 72-hour limit above, management can be expected to approve an employee request for compensatory time in lieu of paid overtime if hours to be accumulated as compensatory time are not reasonably expected to result in the need to backfill resultant lost productivity when the hours are taken off work, by necessitating a management decision to pay regular pay, overtime pay, or grant additional compensatory time to the requestor or another employee or require hiring temporary or consulting personnel.

ARTICLE 21 STANDBY

1. Assignment of personnel to standby shall be the prerogative of management and employees shall be subject to standby or call-out as deemed necessary.

2. First standby personnel must be able to respond within thirty minutes of being called. Second standby must report within one hour.

3. First Standby shall be paid the equivalent of seventeen and one-half (17.5) hours per one week (7 consecutive days Thursday, 6:30 a.m. thru Thursday, 6:30 a.m. of the following week) standby assignment. Should an employee not complete a full week of first standby, employee shall be eligible for only two and one half (2.5) hours of pay per day.

4. Second Standby shall be paid the equivalent of ten (10 hours per one week (7 consecutive days Thursday, 6:30 a.m. thru Thursday, 6:30 a.m. of the following week) standby assignment. Should an employee not complete a full week of second standby, employee shall be eligible for one and one-half (1.5) hours of pay per day.

5. All Water Quality Control Technician and Wastewater Maintenance Technician positions are required to provide SCADA standby on a continuous basis. SCADA standby shall be defined as responding or acknowledging any after-hours alarm sent by SCADA and/or any computer changes made to SCADA via phone or laptop. Each employee under this classification shall be provided a monthly stipend of $70 per week. Should an employee not be available for a full week, amount will be pro-rated.

6. Any response to a SCADA alarm that requires an employee to conduct a physical after-hours callout into the field to resolve an issue shall be paid pursuant to the provisions of Article 22 Overtime.

7. Employees who are not on assigned standby but are "called out" are required to respond if contacted and instructed to report to work.

ARTICLE 22 OVERTIME

1. For employees assigned to the 36-hour workweek, the City will compensate employees for overtime in excess of 36 hours per week paid at a rate of time and one-half, except for holidays and emergency call outs on Saturday and Sunday.

2. Scheduled overtime work on weekends, Saturday 12:01a.m. thru Sunday 12:00p.m., will be compensated at a rate of time and one–half.

3. The City will compensate employees for overtime on holidays and weekend emergency call outs at a rate of double time. If the emergency call-out extends into Monday morning, the entire call out period will be paid at double-time until the call out ends or thru 6:30 a.m. Monday morning, whichever is first. Weekend is defined as follows: from 12 a.m. Saturday to 6:30 a.m. Monday for the purpose of double time.

4. An employee's scheduled workweek may or may not be a traditional Monday through Friday workweek. The City will not arbitrarily change an employee's work schedule to make Sunday a regular work day and thus, avoid paying overtime to the employee. Not withstanding the preceding sentence, the UWUA, Local 606 understands that the City has management rights to set the work schedule of any new hires from the date of amendment dated May 24, 2007 and that such schedule may include Sunday as a regularly scheduled workday and thus will not be subject to overtime compensation under the Federal Labor Standards Act (FLSA).

5. The regular 36-hour workweek is considered to be 36 hours of paid time, which will include holidays, sick leave, vacation and compensated time off.

ARTICLE 23 EMERGENCY CALL OUT

1. Employees will be compensated for a minimum of two hours when performing emergency call out work.

2. Employee compensation rate is addressed in Article 21.

ARTICLE 24 COURT TIME COMPENSATION

City employees will be compensated for City of Norco duty-related and required court appearances in those cases where the employee is required to report to the court when he/she is not scheduled to work.

ARTICLE 25 TUITION REIMBURSEMENT

1. The City will provide tuition reimbursement in an amount not to exceed $400.00 per semester or quarter, not to exceed $800.00 per year, for the purpose of offsetting the costs of actual tuition, course cost and/or book expense incurred by such employee.
2. The benefit is intended only for courses related to the furtherance of employees' careers in the water and sewer industry.
3. To be eligible for reimbursement the course must be on a pre-approved list and must be pre-approved by the Department Head and City Manager prior to enrollment.

   Pre-Approved List

   (1) Any Water or Sewer Industry course offered by an accredited college.
   (2) Any Park Operations course offered by an accredited college.
   (3) Any course offered by an accredited college that would apply and be necessary toward an Associate of Science, Associate of Arts, Bachelor of Science or Bachelor of Arts degree.
   (4) Any California Division of Drinking Water (DDW) recommended courses which may be used towards a Water Distribution and/or Water Treatment Certification.
   (5) Any California Water Environment Association (CWEA) recommended courses which may be used towards a Wastewater Collections Certification.

4. Receipts and a passing score for courses and certification tests are required prior to reimbursement.
5. Courses are to be completed on the employee's own time.
6. Mileage incurred for education or testing are not reimbursable.
7. All persons participating in the tuition reimbursement program must maintain a passing grade of "C" and submit satisfactory proof with the reimbursement request. A grade of "B" is required for master's level class reimbursement.
8. There will be no reimbursement if employee fails to obtain a passing grade or complete a course.
9. Should an employee fail to obtain a passing grade or fail to complete the course, he/she shall be obligated to reimburse the City for his/her reimbursement if prepayment had been made.

ARTICLE 26 MOTOR VEHICLE REPORTS - DMV PULL NOTICE

Public Works and Parks Maintenance represented employees are included in the Department of Motor Vehicles (DMV) Pull Notice program. Class A drivers are enrolled in the Department of Transportation (DOT) random drug testing program.

Driver license reports are released to the City from the DMV annually and upon a vehicle violation. Employees in the Pull Notice Program are responsible for maintaining and keeping in good standing their driver license and any driver certificate requirement.

Employees are responsible to immediately notify their supervisor whenever there is a motor vehicle violation which would have a negative impact on the required driver license.

ARTICLE 27 ACTING PAY

1. Employees shall be eligible for acting pay for temporarily filling a position of a higher classification beyond a period of ten consecutive workdays or for filling a position of a higher classification for an interim period during a vacancy.
2. Employees shall be compensated one step or at a rate of five percent higher than his/her current salary if his/her current position is in a range that overlaps the range of the higher classification being filled, or be compensated two steps or at a rate of ten percent higher than his/her current salary, if the position being temporarily filled is beyond subject employee's pay range.
3. Eligibility for acting pay shall be determined by employee's Department Head with the approval of the City Manager.

ARTICLE 28 UNIFORMS

1. The City shall purchase all special equipment and uniforms required of an employee in relation to the employee's job duties.
2. All uniforms purchased by the City, and all identifying patches, badges, etc., must be returned to the City when an employee terminates his/her employment.
3. The City shall approve the store to be used for purchase of uniforms and boots (boot purchase not to exceed $225).

ARTICLE 29 DEFERRED COMPENSATION

1. The City of Norco offers several deferred compensation plans.
2. Any City employee may elect to participate. The plans provide employees the ability to defer current income from state and federal taxes to provide future payments upon death, disability retirement or separation from the City.
3. Employees may defer a minimum of $10 per payroll period up to a maximum that is determined by Internal Revenue Service Code 457k.
4. The provisions of deferred compensation are subject to change in accordance with Internal Revenue Code Section 457k.

ARTICLE 30 EMPLOYEE COMPUTER PURCHASE PROGRAM

Full-time employees that have completed their initial probation are eligible for the Employee Computer Purchase Program. This program provides eligible employees with an interest-free loan to purchase new products which are compatible with equipment or programs used at the workplace. The minimum interest free loan amount for each full-time employee is $300 with a maximum of $2,000. Loan must not exceed $2,000 every two years. A written agreement between the employee

and the City is required. Employees will contact Human Resources to obtain more information on how to participate in the program.

ARTICLE 31 FULL-TIME EVENTS MAINTENANCE WORKERS WORK SCHEDULE

- Tentative work schedules covering a minimum of a one (1) month period will be provided to staff two (2) weeks in advance.
- Work schedules are subject to change due to events, vacation, training, emergency, or other unforeseen impacts.
- Any changes to the schedule must be provided to staff 2 weeks in advance before the new schedule can take place, unless under emergency or exigent circumstances as determined by the City Manager or. Absent of an emergency or exigent circumstances, should the need arise for an event to be scheduled without the ability to give two weeks notice of a schedule change, staff members will be asked if they can accommodate the event schedule and be paid overtime for working the event for days outside the established schedule.
- Staff will have a regular recurring schedule of thirty-six (36) hours per week and in general work nine (9) hours per day for four (4) consecutive days, unless scheduled overtime is incorporated into the work schedule. Assigned days of the week for each employee will be determined by management.
- In addition to the tentative work schedules, a Yearly Event Forecast for yearly recuring events will be provided to Employees at the start of every calendar year.

ARTICLE 32 MEALS DURING EMERGENCY

During time of emergency call-outs after hours, the City agrees to provide reimbursement for meals for employees, not to exceed $15 per employee. Employees must provide receipts to receive reimbursement.

ARTICLE 33 MILITARY LEAVE PAY

- Employees shall be entitled to receive normal salary while on military leave. Supplemental pay will be applicable to reservist employees that are on active duty. The City shall compensation supplementing the employee's current military duty pay in an amount sufficient to maintain the employee's then current level of pay. Payroll will need adequate verification of employee's military pay in order to calculate the supplemental pay for those on active duty.
- For reservist employees that are participating in mandatory trainings, the City will pay an employee 14 working days (126 hours) per fiscal year.

ARTICLE 34 STATE DISABILITY INSURANCE

1. Employees of the City are covered under State Disability Insurance.
2. The State Disability Insurance (SDI) shall provide benefits to employees consistent with state laws, and shall be paid per state law.
3. An employee may request to supplement his/her State Disability Insurance with his/her available sick leave or vacation time to maintain a regular salary while receiving disability benefits.

ARTICLE 35 INJURY ON DUTY – WORKERS COMPENSATION

1. An employee injured on the job must notify their supervisor and Human Resources immediately and submit claim form within one business day of injury and/or illness.
2. Unless an employee has completed a "Designation of Personal Physician" form prior to an injury and/or illness, an employee needing medical treatment should be referred to the City's authorized clinic to be provided with medical care.
3. The City Worker's Compensation Insurance Program shall provide compensation to employees injured on duty consistent with state laws and other worker's compensation laws. An injury must meet the test of both arising out of employment and occurring during the course of employment to be compensable under worker's compensation.
4. An injured employee under Worker's Compensation may request to supplement his/her Worker's Compensation payments with his/her available sick leave or vacation time to maintain a regular salary while on Worker's Compensation.
5. Time for workers compensation doctor appointments and physical therapy will not be deducted from employees' sick leave accrual. Employees are encouraged to schedule follow up visits outside of work hours to minimally disrupt the work day.
6. In order to qualify for temporary disability benefits there must be a loss of earnings. There is a three (3) day waiting period before qualifying for wage loss benefits. Temporary disability pays 2/3 or .6667% of wages.
7. Temporary disability is paid through the City's workers compensation administrator.

ARTICLE 36 FATIGUE TIME OFF

Under the Occupational Safety and Health Act of 1970, employers are responsible for providing a safe and Healthful workplace. The City takes into consideration that long or unusual shifts are often required during response to an emergency or other special circumstance which may require an employee to work during the hours between 10:00 p.m. and 6:00 a.m. Long work hours can lead to tragic mistakes endangering workers and the public. Due to the safety sensitive nature of public works, driving and working after extended wakefulness may contribute to fatigue. Fatigue adversely affects performance. Effects of fatigue may lead to an increased risk of operator error, injuries and/or accidents. The symptoms of fatigue are both mental and physical, such as weariness, sleepiness, irritability, reduced alertness, lack of concentration and memory. If any of the above symptoms are apparent in an employee who has worked at least three consecutive hours between 10:00 p.m. and 6:00 a.m. and has a regularly scheduled shift later that same day, the City will require employee to delay reporting for his/her shift by the equivalent amount of hours employee worked between 10:00 p.m. and 6:00 a.m. Delayed report time will allow affected employees time for adequate rest and recovery. Employee may use sick or vacation accrued leave for hours not worked. Employee may not extend the reporting time more than the equivalent amount of hours worked between 10:00 p.m. and 6:00 a.m.

ARTICLE 37 LAYOFF AND RE-EMPLOYMENT PROCEDURE

1. Individual layoffs within individual classifications shall be based on the affected job class.
2. In determining the order of layoff, the City shall take into account job performance, seniority, specialized skills, and the City's need to operate.
3. Employees subject to layoff for economic or budgetary reasons shall not have the right of appeal.

4. For the purpose of providing reemployment opportunities for individuals who may be laid off from their employment with the City of Norco, the City shall establish a "reemployment list."

5. General Employees shall remain on the reemployment list for a period of one year from the date of the receipt of notice of layoff.

6. The reemployment list shall be used for individuals who will be eligible for appointment to a position that he/she held at the time of layoff from the City, or to a specific classification previously held with the City should such a position become vacant.

7. The reemployment list shall have priority over open competitive examination employment lists established by the City for a position affected by the reemployment list.

ARTICLE 38 SEVERANCE PAY – LAYOFF

Severance pay will be provided upon layoff from the City. The severance pay shall be one week of compensation at six months employment, two weeks compensation at eighteen months, three weeks compensation at thirty months employment, and four weeks compensation at forty-two months or more of employment.

ARTICLE 39 MANAGEMENT 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:

1. Determine and modify the organization of City government and its constituent work units.
2. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
3. Determine the methods, means and the number and kinds of personnel by which services are to be provided.
4. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
5. Direct employees, including scheduling and assigning work, work hours, and overtime.
6. Establish employee performance standards and to require compliance therewith.
7. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
8. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
9. Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
10. Take all necessary actions to protect the public and carry out its mission in emergencies.
11. Determine the content of job classifications.
12. Contract out and transfer work out of the bargaining unit.

Decisions under this Article shall not be subject to the grievance procedure herein.

Failure by the City to exercise and/or implement any rights expressly provided for in this Agreement shall in no way extinguish and/or diminish the City's right to do so in the future.

ARTICLE 40 UNION INFORMATION/DUES

1. Information to Union

If in the City's payroll system and if an employee has not opted out of disclosure of the following information (pursuant to the California Government Code), the City will supply the Union with the names, job titles, departments, work locations, work, home, and personal cellular telephone numbers, personal email addresses, and home address of new employees in the bargaining unit in electronic format within 30 days of hiring the employee, and once every 120 days for all employees in the bargaining unit.

2. Union Dues

The Union shall have the regular dues of its bargaining unit members deducted from their paychecks under procedures as follows:

The City shall deduct and remit to the Union payroll deductions every pay period, or bi-weekly.

The Union is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. It is the employees' responsibility to submit requests to start or stop deductions directly to the Union and not to the City. The Union is responsible for maintaining the deduction forms from individual employees. Copies of an individual employee's deduction authorization need not be provided to the City unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amounts, and payroll deductions must be directed to the Union and not the City.

The Union will provide to the City an updated, certified deduction list of bargaining unit members who have provided written authorization for deductions. The City will make deductions for only those employees who are in the bargaining unit in accordance with such certified list. The Union will notify the City of any change to an employee's deductions, including starting and stopping deductions, or validly cancelling or revoking a deduction authorization, and in addition, the Union will provide the City on a quarterly basis, an updated, certified deduction list noting any specific changes from the last list provided to the City. The City will implement the change(s) in the pay period following the City's receipt of such notification. The City will transmit the funds to the Union no later than 30 days after the deductions occur.

In cases where an employee is not paid for a portion of the pay period and the employee's pay is insufficient to cover part or all of the withholding of the Union dues, or the statutory withholding obligations exceed the withholding of Union dues, there shall be no withholding. All legally mandated and statutory tax and required payroll/benefit deductions shall have priority over Union dues.

The Union shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature caused by compliance with this Article, including, claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations.
This section of the MOU is not grievable.

ARTICLE 41 PROVISIONS OF LAW

If any article or section of this agreement, or any addition thereto, should be held invalid by operation of law, or by a tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal or office, the remainder of this agreement shall not be affected thereby and all parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 42 GENERAL PROVISIONS

1. The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings arrived at after the exercise of that right are set forth in this MOU and constitute the complete and total contract between the City and the UWUA, Local 606 with respect to wages, hours, and other terms and conditions of employment.
2. Any prior or existing Memoranda of Understanding between the parties regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

CITY OF NORCO

Lisette Free, City Manager

Date: 10/2/2025

UTILITY WORKERS UNION OF AMERICA, LOCAL 606

Jeremiah Mckeehan, President

Tobias Gonzales, Recorder/Treasurer

Darryl K. Taylor. 10/14/25

Darryl Taylor,
UWUA National Representative

Date: 10/2/2025

Signature: Darryl K. Taylor. 10/14/25
Darryl K. Taylor. 10/14/25 (Oct 14, 2025 11:34:25 EDT)

Email: dtaylor@uwua.net