

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF WEST SACRAMENTO

AND

STATIONARY ENGINEERS, LOCAL 39



Effective July 1, 2016 through June 30, 2019

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1. General Provisions

1.1. Parties to the Agreement

This Memorandum of Understanding (hereinafter *MOU*) is jointly prepared and executed by representatives of the City of West Sacramento (hereinafter *CITY*) and Stationary Engineers, Local 39 (hereinafter *UNION*) for presentation to, and consideration by, the City Council of the City of West Sacramento. It shall not be binding until adopted by the City Council of the City.

1.2. Recognition and Scope

The City hereby recognizes the Union as an exclusive recognized employee organization for purposes of Government Code 3500 et. seq. Such recognition shall extend only to the representation of regular, provisional, limited term and probationary employees occupying classifications as provided in Exhibit "A" attached hereto and incorporated therein and any other new classifications subsequently adopted by the City and approved by the Union.

2. City Rights

2.1. In General

All City rights and functions, except those which are expressly abridged by this agreement, shall remain vested with the City. Nothing in this agreement shall be construed to restrict any legal or inherent exclusive City right with respect to matters of general legislative or managerial policy which include, but are not limited to:

- a) To determine the nature and extent of the services to be performed, as well as the right to determine and implement its public function and responsibility;
- b) To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment;
- c) To establish, modify, determine or eliminate job classifications and allocate City positions to such classifications;
- d) To direct the work force, including the right to hire, assign, promote, demote, or transfer an employee;
- e) Require overtime work;
- f) To reprimand, suspend, discharge, or otherwise discipline employees;
- g) To layoff employees from duty for lack of work, lack of funds, or any other reason;

- h) To manage facilities and operations of the City including the methods, means, and personnel by which the City operations are to be conducted;
- i) Take all necessary actions to prepare for and carry out its mission in emergencies;
- j) To determine the processes, techniques, methods, and means for all operations, including changes, allocation or adjustments of any machinery or equipment;
- k) To promulgate, modify, and enforce work rules, safety rules, and regulations.

2.2. Employee Grievances Not Impaired

The exercise of the City management rights shall not preclude grievant from presenting a grievance concerning an adverse effect of the exercise of such rights upon him/her; provided, however, the basic right of management to act hereunder or make decisions is unimpaired.

2.3. Consultation with Union

This agreement is not intended to restrict the right of the City to consult with the Union regarding matters within the right of the City to determine nor shall it deny the Union the right to be consulted on the classification or reclassification of positions.

3. New Classifications

The City agrees to provide the Union with copies of proposed classification descriptions of any new position prior to consideration by the City Council. The Union and the City will negotiate over the proposed classification descriptions and the initial salaries.

4. Union Rights

4.1. Union Representation

The City recognizes and agrees to deal with designated stewards and representatives of Union on all matters relating to grievances and the interpretation, application, or enforcement of the express terms of this MOU.

4.2. Shop Stewards

The Union shall designate Shop Stewards and shall thereupon immediately furnish the City with the Steward's name. Notwithstanding Section 4.1 above, the Stewards will not be recognized by the City until his/her name is received by the City Manager or his/her designee.

4.3. Union Security

- a) Newly hired employees shall have thirty (30) days from the date of their employment to become members of the Union, or in the alternative, to pay to the Union a service fee equal to the standard initiation fee and applicable monthly membership dues and assessments exclusive of any fees charged for political purposes. The payments shall be made by authorized payroll deduction or direct payment to the Union. Further, employees who are a member of a bona fide religious body or sect which has historically held conscientious objection to joining or supporting public employee organizations may make in-lieu charitable contributions as provided in 3502.5 of the California Government Code.
- b) The City upon receiving a signed statement from the Union indicating that an employee has failed to comply with this provision shall immediately notify the employee that his/her services will be terminated at the end of the thirty (30) days and dismiss the employee at that time.
- c) The City shall notify the Union of all newly hired employees and/or employees who move into a position covered by the Union. It is the Union's obligation to notify all such employees of their rights and obligations under 3502.5 of the California Government Code. However, the City will provide all new employees with membership applications and dues deduction forms upon hire.

4.4. Dues Deduction

- a) The City agrees to deduct and remit to the Union all authorized dues deductions and initiation fees from Union members who have signed an approved authorization card(s) for such deductions in the form provided.
- b) The written authorization for approved insurance, benefit, and savings program and the amounts of dues deducted shall be charged by the City upon written request of an affected employee after notification by the Union.
- c) The written authorization for dues deduction and initiation fees shall remain in force and effect during the life of this MOU between the City and the Union, unless canceled in writing within a two (2) week period between June 1 and June 15 of any year.
- d) The City will promptly remit dues and initiation fees deducted to the Union together with a list of the employees who have had said fees deducted. Deductions of dues will be made each pay period; provided, however, that the City and the Union may make other arrangements by mutual agreement.

- e) The Union agrees to indemnify, defend, and hold harmless the City against any claims of any nature and lawsuit against the City made or arising from City check-off for dues and initiation fees, insurance, or benefit program of the Union or implementation of agency shop provisions.
- f) In any case where an employee does not have sufficient funds to provide for payment of authorized dues deductions and/or initiation fees, the Union shall be responsible for collection from the employee.
- g) The Union shall submit annual financial reports to the City and unit employees as required by California Government Code 3502.5.

5. Administration of Compensation

5.1. Pay Periods

All salaries shall be paid on a bi-weekly basis. Bi-weekly pay days shall be fixed to occur no later than one (1) week following the completion of the pay period.

5.2. Compensation for Portion of Pay Period

A regular employee who is in pay status for less than a full pay period shall have his pay computed on an hours worked basis.

5.3. Classification Plan

Every represented employee shall be placed in a classification adopted by the City Council and shall be paid in accordance with the salary for that classification plan. The letters "A", "B", "C", "D", and "E" respectively denote the five (5) steps in the pay ranges of the City classification plan. Except as otherwise provided in this Article, employees shall be employed or appointed at the first step of the salary range for the classification to which the appointment was made. Advancement within a salary range shall not be automatic, but shall be given only upon affirmative recommendation of the department head and approval of the City Manager or his/her designee. Normally, and as a general rule, upon progress and productivity, employees shall be considered for increase in salary according to the following schedule:

- a) Step "A" shall be paid upon initial appointment to the City service for a period of six (6) months, except when another step is indicated as the beginning pay step.
- b) After satisfactory completion of six (6) months service in Step "A", employees may be considered for increase to Step "B"; provided however, that employees appointed at other than Step "A" may not be considered for increase to the next higher step until the satisfactory completion of twelve (12) months of service.

- c) After satisfactory completion of twelve (12) months service in Step "B", employees may be considered for increase to Step "C".
- d) After satisfactory completion of twelve (12) months service in Step "C", employees may be considered for increase to Step "D".
- e) After satisfactory completion of twelve (12) months services in Step "D", employees may be considered for increase to Step "E".

Leaves of absence without pay exceeding eleven (11) days in any month shall cause the employee's date for advancement to the next step to be postponed by one (1) month.

6. Salary Increases

- a) Effective the first day of the pay period inclusive July 1, 2016, all classifications in the bargaining unit shall receive a salary adjustment of one and one-half percent (1.5%).
- b) Effective the first pay period inclusive of July 1, 2017, all classifications in the bargaining unit shall receive a salary adjustment of one-half percent (0.5%).
- c) Effective the first pay period inclusive of July 1, 2017, the following classifications shall receive an equity adjustment of one percent (1%): Building Permit Technician I/II; Electrical Technician; Equipment Mechanic I/II; Facilities Maintenance Aide; Facilities Maintenance Worker/Senior; Instrumentation Technician; Planning Technician; Secretary; Stationary Engineer
- d) Effective the first pay period inclusive of July 1, 2017, the following classifications shall receive an equity adjustment of two percent (2%): Accounting Technician I/II/III; Clerk/Senior Clerk; Engineering Technician I/II/III; Recreation Coordinator; Recreation Supervisor I/II; Treatment Plant Mechanic I/II
- e) Effective the first pay period inclusive of July 1, 2017, the following classifications shall receive an equity adjustment of three percent (3%): Chief Parks and Grounds Worker; Groundskeeper; Parks and Grounds Worker/Senior.
- f) Effective the first pay period inclusive of July 1, 2018, all classifications in the bargaining unit shall receive a salary adjustment of two percent (2%).

6.1. Retention Bonus Pay

Effective the first pay period after July 1, 2016 and the first pay period after July 1, 2017, the City shall provide to each bargaining unit employee a six hundred dollar (\$600) non-PERSable retention bonus.

7. Probationary Period

Employees shall have a six (6) month probationary period. This probationary period may be continued up to an additional six (6) months.

8. Retirement

- a) The retirement program with CalPERS for employees hired before February 11, 2012, shall include the 2.5% @ 55 formula, highest thirty-six (36) months for final compensation determination, 3rd level of the 1959 Survivor Benefit, Military Service Credit as Public Service and the Unused Sick Leave Credit option. Effective the pay period inclusive of January 1, 2015, the employee shall be responsible for six and three quarters percent (6.75%) of the employee's CalPERS contribution. Effective the first pay period inclusive of January 1, 2016, the employee shall be responsible for the entire eight percent (8%) of the employee's CalPERS contribution.
- b) The retirement program with CalPERS for employees hired on or after February 11, 2012, shall include the 2% @ 60 formula, highest thirty-six (36) months for final compensation determination, 3rd level of the 1959 Survivor Benefit, Military Service Credit as Public Service and the Unused Sick Leave Credit option. Effective the pay period inclusive of January 1, 2015, the employee shall be responsible for six and one quarter percent (6.25%) of the employee's CalPERS contribution. Effective the first pay period inclusive of January 1, 2016, the employee shall be responsible for the entire seven percent (7%) of the employee's CalPERS contribution.
- c) The retirement program with CalPERS for employees hired on or after January 1, 2013 and who are new CalPERS members, shall include the 2% @ 62 formula in accordance with the Public Employees' Pension Reform Act of 2013 (PEPRA) and includes highest thirty-six (36) months for final compensation determination and Unused Sick Leave Credit. Effective as soon as practical after ratification by the Union and approval by the City Council, the employee shall be responsible for the entire six and a quarter percent (6.25%) of the employee's CalPERS contribution

9. Health and Welfare Benefits

9.1. Active Employees

An eligible unit employee may select group medical and dental insurance offered by the City, subject to reasonable and customary participation limitations. The plan shall entitle the employee and his/her dependents to group hospital, medical, and prescription drug benefits according to the plan's design and limitations.

9.1.1. Medical, Dental and Vision Insurance

Effective January 1, 2015, the cafeteria plan amount for health benefits (medical, dental and vision) shall be adjusted for employee only coverage to cover one hundred percent (100%) of the cost of the Kaiser plan and one hundred percent (100%) of the cost of employee only dental and vision; for employee plus one, the cafeteria plan shall be adjusted to eighty percent (80%) of the Kaiser plan for employee plus one and eighty percent (80%) of the cost of employee plus one dental and vision; and for employee plus two or more, the cafeteria plan shall be adjusted to eighty percent (80%) of the costs of employee plus two or more and eighty percent (80%) of the costs of employee plus two or more dental and vision. If any of the adjusted amounts are less than the cafeteria plan amounts for 2014, the cafeteria plan amounts shall not be adjusted.

9.1.2. Share the Savings

Effective January 1, 2016, the amount in which employees who choose not to participate in any of the City's medical plans and show proof enrollment in another group medical plan shall be three hundred dollars (\$300) per month. This shall be referred to as "Share the Savings." Effective January 1, 2017, this amount shall be increased to three hundred fifty dollars (\$350) per month. Effective January 1, 2018, this amount shall be increased to four hundred dollars (\$400) per month.

In the event that the *Flores v. City of San Gabriel* decision is upheld by a court of competent jurisdiction, the parties agree to reopen Section 9.1.2 of the MOU for the sole and limited purpose of negotiating how employees will continue to receive the above referenced amounts for not participating in City sponsored medical plans.

9.1.3 Alternative Health Programs

The City reserves the right to offer alternative health programs to any employee, or to provide the existing coverages through other carriers, so long as no additional cost accrues to the employee. The City will consult with the Union prior to making any changes under this section.

9.2. Retired Employees

The City agrees to pay for medical and dental premiums for retirees pursuant to the following schedule:

- 10-14 years of service: \$50 + 25% of the premiums
- 15-19 years of service: \$75 + 30% of the premiums
- 20 or more years of service: \$100 + 50% of the premiums

In all cases, this benefit is not to exceed seventy-five percent (75%) of the total premium or seven-hundred fifty dollars (\$750.00) per month, whichever is less. Additionally, retirees would be subject to the rules and regulations promulgated by the plan administrator as it relates to retirees.

9.3. Life Insurance

The City shall provide a \$20,000 term life insurance policy for unit employees at no cost to the employee.

9.4. Long-Term Disability Insurance

The City shall provide a long-term disability insurance plan to unit members. The City will pay the premiums.

10. Sick Leave Benefits and Program Incentives

10.1. Philosophy

Sick leave is acknowledged to be an insurance type benefit, which shall only be used as specified below when a sufficient sick leave balance is available. Misuse or abuse of sick leave by an individual may result in its use being denied and disciplinary action taken against the employee.

10.2. Sick Leave Accrual

Each employee shall accrue sick leave at the rate of eight (8) hours per month. Regular, part-time employees shall accrue sick leave on a pro-rated basis equivalent to the fraction of an FTE position authorized by the City Council. (For example, .5 FTE, .75 FTE, .8 FTE, etc.).

10.3. Sick Leave

Sick leave is defined as the absence from duty by an employee because of:

His/her own illness or injury or exposure to a contagious disease which incapacitates such employee from his or her duties;

His/her own medical or dental appointment(s); or

He/she must care for a member of his or her family because of illness, injury or exposure to a contagious disease and when the care of such employee is definitely required, or for his/her family member's medical or dental appointments.

As used in this subsection, "family" means husband, wife, domestic partner, child, brother, sister, parents, grandparents or spouse's parents, brother, sister or grandparents. "Child" is defined as a biological, foster, or adopted child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (refers to a person who has put him/herself in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption).

The City Manager or his/her designee may request a doctor's certificate as proof of necessity for absences in order for sick leave to be granted.

10.4. Sick Leave Payoff

Upon termination of any employee eligible to accumulate sick leave credits for reason of layoff, retirement or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for fifty percent (50%) of the total sick leave credits accumulated by the employee. Employees who retire have the option to choose between a cash-out of up to fifty percent (50%) of their unused sick leave, with the remaining amount reported to CalPERS OR in lieu of any cash-out, the reporting of one-hundred percent (100%) of their unused sick leave to CalPERS. No employee whose services are terminated by reason of discharge for cause or by reason of resignation shall be eligible for payment of any portion of accumulated sick leave credits.

11. Safety Equipment and Uniforms

11.1. Safety Shoes

The City will provide and replace as needed safety shoes to unit employees listed below, and other new classifications deemed appropriate by the City and agreed to by the Union:

- Electrical Technician
- Equipment Mechanic Series
- Facilities Maintenance Aide

- Facilities Maintenance Worker Series
- Groundskeeper
- Instrumentation Technician
- Maintenance Worker Series
- Parks & Grounds Worker Series
- Treatment Plant Mechanic Series
- Water Treatment Plant Operator Series

The City reserves the right to establish a common provider. City will attempt to find sufficient provider(s) so that employees will have an adequate selection in convenient locations.

11.2. Uniforms

Any employee required to wear a uniform will be provided with same or compensated accordingly. The level of compensation for acquisition and maintenance will be that which is mutually agreed upon by the City and the Union as determined by the uniform required and the associated wear and tear. Uniforms shall consist of pants, shirt, jacket, and such other articles of clothing or accessories as are selected, furnished, and maintained by the City at its expense. Foul weather gear, such as hip boots, slickers, rainsuits, and work gloves shall also be furnished by the City when needed. Uniforms shall be worn by such employees as determined by the City.

12. Special Pays

12.1. Overtime

Employees shall be compensated only for overtime work approved by the department head or his/her designated representative. Employees required to work in excess of the normal work day or work week shall be compensated for such overtime with pay at one and one-half (1-1/2) the hourly equivalent of the employee's monthly base salary multiplied by the number of overtime hours worked. The definition of a "normal" workday is eight (8) hours and the definition of a "normal" workweek is forty (40) hours. Employees in the classification of Recreation Supervisor I/II or Recreation Coordinator are eligible for daily overtime after ten (10) hours of work per day. Authorized overtime may be compensated by compensatory time off, at the above rate if agreeable to the City and employee; otherwise compensation shall be paid at the overtime rate. Absence with pay shall be counted as time worked, except that an employee taking unscheduled sick leave shall not receive premium overtime compensation until he/she has actually worked eight (8)* hours in any day. Applications of this rule shall be only to the day that unscheduled sick leave is taken, however, time worked in excess of eight (8)* hours in a day shall not

* Ten (10) hours for employees in the classification of Recreation Supervisor I/II, and Recreation Coordinator.

be counted in determining whether an employee has worked in excess of his/her normal work week.

12.2. Overtime Distribution

Overtime will be assigned to individuals possessing necessary skills and/or availability as determined by management in its sole discretion. If more than one individual possesses the necessary skills and/or availability, the City shall make a reasonable effort to distribute overtime on an equitable basis.

12.3. Scheduled Overtime

An employee who is assigned to work scheduled overtime shall receive compensation at the premium rate for the actual time worked.

12.4. Standby

a) Any employee required to be available for standby duty shall be paid two dollars and seventy-five cents (\$2.75) for each assigned hour of such duty in which the employee is not in any other pay status upon adoption of this MOU by the City Council. This section applies to the "sleep time" for Water Treatment Plant Operators and will not exceed eight (8) hours per shift for this classification.

b) If an employee is assigned to standby and receives telephone contacts, and is engaged in a problem solving resolution which exceeds fifteen (15) minutes, the employee shall receive the two (2) hour minimum call back pay, or actual time worked, whichever is greater. Employees shall make a reasonable effort to obtain approval from his/her supervisor prior to engaging in the problem solving. The City recognizes that there may be times when prior approval may not be possible due to supervisor availability and/or calls of an emergent nature. In such instances, employees may engage in telephonic problem solving without obtaining prior approval from his/her supervisor. Additional calls within the two (2) hour period are covered under that minimum time.

12.5. Call Back

An employee who has completed his/her regular shift and has left the City premises and then is called back to work from his/her home shall receive a minimum of two (2) hours pay at the overtime rate of time and one-half. Provided, however, that this shall not apply to an employee who is receiving standby pay and can respond from home in order to complete the work.

12.6. Acting Supervisor Differential

An employee designated to act for a full day in the place of a supervisor shall receive an extra five percent (5%) of his/her base salary as additional compensation, commencing with the first hour after accumulating three (3) working days in the acting supervisory position in any calendar year.

12.7. Night Shift Differential

An employee shall receive a night shift differential of five percent (5%) of his/her base salary as additional compensation if more than one-half (1/2) of his/her scheduled work period is before 7:00 a.m. or after 6:00 p.m. This does not apply to Water Treatment Plant Operators who are on a twenty-four (24) hour shift.

12.8. Meal Allowance

For employees who work ten (10) or more continuous hours per day, the City will provide nine dollars (\$9.00) meal allowance. An additional meal allowance of nine dollars (\$9.00) will be paid to employees who have been at the work site fifteen (15) hours or more if the City has not been able to provide the employee with a meal at the job site. Employees who work twenty-four (24) hour shifts are not eligible for the meal allowance provision unless they are required to work continuously beyond their shift. These employees will be eligible for meal allowance, according to the schedule described in this section, during the second twenty-four (24) hour shift.

12.9. Special Recognition

An employee who has been at Step "E" of his/her range for a period of two (2) years and whose overall performance evaluation rating is at least "satisfactory" will receive a forty-five dollar (\$45) monthly increase in salary. Effective the first pay period in fiscal year 2014/15, the amount for special recognition pay shall be increased to sixty dollars (\$60) per month.

An employee who has been receiving Special Recognition Pay and whose overall performance evaluation rating drops below "satisfactory" shall have one (1) year to obtain an overall rating of at least "satisfactory" before losing his/her Special Recognition Pay. If an employee loses his/her Special Recognition Pay, the employee must obtain overall performance evaluation rating of at least "satisfactory" before being eligible again for Special Recognition Pay.

12.10. Holiday Pay

If an employee is required to work on a day being observed as a City holiday, the employee shall be paid overtime compensation at one and one-half (1-1/2) times the employee's regular rate of pay plus retain the holiday hours, to be taken at a later date within the same fiscal year. Holiday hours not taken within the fiscal year when earned will be paid to the employee following the end of the current fiscal year.

If an employee is required to work on any of the holidays listed below and the holiday falls on a Saturday or Sunday, the employee shall be paid overtime compensation at one and one-half (1-1/2) times the employee's regular rate of pay. If that employee also works on the observed holiday (Friday before or Monday after the actual holiday), the employee

will not be eligible for overtime compensation for the hours worked on the observed holiday, but will retain the holiday hours to be taken at a later date within the same fiscal year

- New Year's Day (January 1)
- Independence Day (July 4)
- Veteran's Day (November 11)
- Christmas Day (December 25)

When any of the above holidays falls during a paid leave period, employees will receive pay for the holiday in lieu of being charged with the appropriate leave time. If the holiday falls during an unpaid leave period, the employee will not receive holiday pay.

12.11. Bilingual Pay

Premium pay of five percent (5%) shall be provided to employees possessing and utilizing bilingual skills on duty. The number of individuals to receive this pay, the languages eligible, and qualification requirements shall be determined by the City. The standard to be used for eligibility shall be conversational competency.

12.12. Court Time Pay

Off-duty court time for City related matters shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum pay equivalent to three (3) hours worked at the overtime rate. Any off duty time required to appear in court in excess of the three (3) hours in one day shall be compensated at the overtime rate.

12.13. Educational Incentive Program

The City encourages employees to go beyond the minimum job requirements in education and training.

Employees with sixty (60) or more college semester units or the equivalent quarter units shall receive an additional seventy-five dollars (\$75) per month;

Employees with ninety (90) or more college semester units or the equivalent quarter units shall receive an additional one-hundred twenty dollars (\$120) per month.

Units obtained to achieve required certificates are not eligible towards the unit count for educational incentives. Eligible employees shall receive one of the above incentives but not both.

Employees in the classification of Water Treatment Plant Operator Apprentice shall receive the following:

- An additional one percent (1%) per month for a Grade T2 Water Facility Operator's Certificate;

Employees in the classification of Water Treatment Plant Operator II shall receive the following:

- An additional one and one-half percent (1.5%) per month for a Grade T3 Water Facility Operator's Certificate;
- An additional one and three-quarter percent (1.75%) per month for a Grade T4 Water Facility Operator's Certificate

Employees in the classification of Water Treatment Plant Operator III shall receive the following:

- An additional one and three-quarter percent (1.75%) per month for a Grade T4 Water Facility Operator's Certificate;
- An additional two percent (2%) for a Grade T5 Water Facility Operator's Certificate

Employees in the classification of Water Treatment Plant Operator IV shall receive the following:

- An additional two percent (2%) per month for a Grade T5 Water Facility Operator's Certificate.

Employees in the classification of Treatment Plant Mechanic I/II shall receive the following:

- An additional one percent (1%) per month for a Grade II Water or Wastewater Treatment Operator Certificate.

Employees in the classifications of Maintenance Worker/Senior shall receive the following:

- An additional on-half percent (0.5%) per month for a Grade D1 Water Distribution Certificate issued by the State of California Department of Health Services.
- An additional one percent (1%) per month for a Grade D2 Water Distribution Certificate issued by the State of California Department of Health Services.
- An additional one and one-half percent (1.5%) per month for a Grade D3 Water Distribution Certificate issued by the State of California Department of Health Services.

Employees in the classification of Chief Maintenance Worker shall receive the following:

- An additional one and one-half percent (1.5%) per month for a Grade D3 Water Distribution Certificate issued by the State of California Department of Health Services.
- An additional two percent (2%) per month for a Grade D4 Water Distribution Certificate issued by the State of California Department of Health Services.
- An additional one-half percent (0.5%) per month for either a Spray Applicator Certificate or a Pest Applicator License.
- A Chief Maintenance Worker shall be eligible to receive one of the water distribution certificate incentives and the Spray Applicator Certificate or a Pest Applicator License concurrently.

Employees in the classification of Groundskeeper and Parks and Grounds Worker/Senior shall receive the following:

- An additional one-half percent (0.5%) per month for either a Spray Applicator Certificate or a Pest Applicator License (.5% maximum).
- An additional one and one-quarter percent (1.25%) per month upon possession of an Arborist Certificate.

Employees in the classifications of Recreation Coordinator and Recreation Supervisor I/II shall receive the following:

- An additional one-half percent (0.5%) per month for a Certified Park and Recreation Professional Certification.
- An additional one percent (1%) per month for a Certified Pool Operator Certification (CPO) or Aquatics Facilities Operator Certification.
- Recreation Coordinator and Recreation Supervisor I/II shall be eligible to receive both certificate incentives concurrently, provided that the total number of employees who receive the Certified Pool Operator (CPO) or Aquatics Facilities Operator Certification is limited to two (2) employees at any given time.

Employees in the classification of Electrical Technician shall receive the following:

- An additional two percent (2%) per month for becoming a Certified General Electrician by the California Department of Industrial Relations.

Employees in the Facilities Maintenance classification series shall receive the following:

- An additional one percent (1%) per month for Certified Pool Operator Certification (CPO) or Aquatics Facilities Operator Certification.

Employees in the Equipment Mechanic classification series s shall receive the following:

- An additional one-half percent (0.5%) per month as a certification incentive for any ASE certification. This amount is limited to one-half percent (0.5%) per month regardless of the number of certifications.

Employees eligible for incentive pay for certificates shall receive only one of the certificate incentives unless otherwise noted above. An employee may receive incentive pay for college units and certificates as long as the units were earned independently. That is, units earned to obtain required certificates or incentive certificates may not also be counted as units for educational incentive.

12.15. Backflow/Cross Connection Control Assignment

An employee who is certified to perform and is assigned to perform Backflow Prevention/Cross Connection Control duties by the Director of Public Works shall receive an additional five percent (5%) footnote to his/her salary during the term of his/her assignment. The Director of Public Works will assign such duties and determine the number of employees receiving this assignment at his/her sole discretion.

The Director of Public Works or his/her designee will determine if the back-up employee is needed to perform Backflow/Cross Connection Control duties. If it is determined that the employee is needed, the employee will be paid a five percent (5%) footnote for only those hours performing the assigned Backflow/Cross Connection Control duties.

12.16. Class A Commercial License

Effective January 1, 2017, employees in the classification of Chief Maintenance Worker, Senior Maintenance Worker and Equipment Mechanic II shall receive an additional two and one-half percent (2.5%) of base salary upon obtaining and maintaining a valid California Class A Commercial driver's license. Effective January 1, 2018, this amount shall increase by two and one-half percent (2.5%) for a total of five percent (5%).

Employees hired on or after January 1, 2017 in the classifications of Chief Maintenance Worker, Senior Maintenance Worker, and Equipment Mechanic II shall be required to obtain and maintain a valid California Class A Commercial driver's license within one (1) year of appointment.

13. Holidays

Employees shall be entitled to paid holiday leave for the following days:

- New Year's Day (January 1);
- Martin Luther King's Birthday (Third Monday in January);

- Presidents' Day (Third Monday in February);
- Memorial Day (Last Monday in May);
- Independence Day (July 4);
- Labor Day (First Monday in September);
- Veterans' Day (November 11);
- Thanksgiving Day (Last Thursday in November);
- Day after Thanksgiving Day (Last Friday in November);
- Christmas Day (December 25).

When any of the above holidays fall on a Sunday, the Monday following shall be observed as a holiday. When any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. *(See Section 12.10 for compensation for work on City holidays.)*

Employees shall be entitled to four and one-half (4-1/2) floating holidays per fiscal year.

Management shall make every effort to allow up to one-half (1/2) of the employees to take four (4) hours of paid leave time on Christmas Eve and one-half (1/2) of the employees to take four (4) hours of paid time on New Year's Eve with each department, if that is the desire of the employees.

Regular, part-time employees shall be entitled to paid holidays on a pro-rated basis equivalent to the fraction of an FTE position authorized by the City Council. (For example, .5 FTE, .75 FTE, .8 FTE, etc.)

14. Vacation

14.1. Vacation Accrual

Employees accrue vacation as follows:

- 1-5 years of service: 10 days
- 6-10 years of service: 15 days
- 11-20 years of service: 20 days
- 20 + years of service: 25 days

A maximum of two-hundred forty (240) hours of unused, vested time may be accumulated by an employee. The maximum shall increase to three-hundred (300) hours for those employees with twenty (20) or more years of service.

Vacation leave accrual for regular, part-time employees shall be applied on a pro-rated equivalent to the fraction of an FTE position authorized by the City Council. (For example, .5 FTE, .75 FTE, .8 FTE, etc.)

Upon leaving City employment, an employee shall be paid the monetary value of his/her vested vacation. Such monetary value shall be calculated based on the employee's rate of pay at the time of leaving employment.

14.2. Vacation Scheduling

Department heads shall have the full responsibility and discretion for setting vacation periods for all employees under their supervision. Department heads will make every reasonable effort to ensure that employees will be allowed to take vacation in the amount of time equivalent to that earned in the fiscal year.

In setting vacation schedules, the department head or his/her designee shall consider the desires of the employees and the need to maintain an efficient operation of the department. The department head or his/her designee shall also be aware and consider the maximum vacation accrual allowed.

14.3. Vacation Buy Back

Those employees with a maximum accrual of two-hundred forty (240) hours may sell back hours beyond two-hundred (200) up to a maximum of twenty (20) hours per fiscal year.

Those employees with a maximum of three-hundred (300) hours may sell back hours beyond two-hundred forty (240) up to a maximum of forty (40) hours per fiscal year.

Employees shall be eligible to participate in Vacation Buy Back effective January 1, 2017.

15. Bereavement Leave

See Personnel Rules

When a death occurs in an employee's immediate family, the City will provide time off, with pay, up to a maximum of four (4) days. An additional six (6) days may be granted by the Department Head in his/her discretion, depending upon the circumstances; however, this additional time shall be charged against vacation, floating holiday, or sick leave, or taken without pay if no leave time exists. Members of the immediate family are parent, stepparents, husband, wife, domestic partner, children (including step-children and foster children), brother, sister, mother-in-law, father-in-law, daughter-in-law and son-in-law.

In case of the death of other close relatives, including the employee's brother-in-law, sister-in-law, step-brothers, step-sisters, aunts, uncles, grandparents or grandchildren, the employee shall be allowed time off with pay, up to a maximum of two (2) days. An additional three (3) days may be granted by the Department Head in his/her discretion, depending upon the circumstances; however, this additional time shall be charged against vacation, floating holiday, or sick leave, or taken without pay if no leave time exists.

16. Family Medical Leave, Pregnancy Disability Leave and Paid Family Leave

See Personnel Rules

17. Miscellaneous Provisions

17.1. Tuition Reimbursement and Training

17.1.1 Tuition Reimbursement

The provision for tuition reimbursement is applicable for job-related courses taken at accredited post-secondary institutions or business or trade schools. Course attendance is on the employee's own time.

For budget and planning purposes, the department head may formally request unit members to provide educational plans and associated costs of tuition and books for an upcoming fiscal year. This enables the department to advise Human Resources so it may plan its budget for the subsequent fiscal year. The City will provide up to one-thousand, five-hundred dollars (\$1,500) per fiscal year for tuition reimbursement for approved job related courses, including books, with the following conditions. The employee must provide verification that she/he has completed the approved course work with a grade of "C" or better or achieved a "pass" grade in a pass/fail course. The employee shall request approval of the department head in advance.

An employee who has not followed the process established for the department is not assured of obtaining reimbursement for courses taken. A request may be submitted, but will not be considered for payment until the end of the fiscal year after all other planned requests have been approved and paid. Depending upon the amount remaining, unplanned requests will be paid from unexpended tuition reimbursement funds until they are exhausted.

Funds for tuition reimbursement will be budgeted by Human Resources each year for a subsequent fiscal year. Unit members must submit requests by the deadline established by the department. Tuition requests are subject to approval by the department head. Since some tuition may not be known at the time the department requests funds, the department will build in a cushion for unanticipated tuition.

17.1.2 Training

“Training” includes job-related workshops, conferences or courses not specifically leading towards a college degree or professional certificate program or business/trade school completion certificate. Courses leading towards job related state or professional association certificates are allowable training activities and fall under the guidelines specified in this section.

Funds for employee training activities will be budgeted by departments each year for the subsequent fiscal year. Unit members must submit requests by the deadline established by the department. Training requests are subject to approval by the department head. Approved requests will be incorporated into the department’s training budget, as well as department mandated training activities. Since some training activities may not be known at the time the department requests funds, the department will build in a cushion for unanticipated training activities.

In the case of department training, the department will pay for course fees, transportation, hotel accommodations and meals in accordance with Administrative Policy IV-B-4, Travel Reimbursement. Training activities for the maintenance of current job required certificates or licenses will be determined by and budgeted by the department.

If an employee requests and the department approves training, including training that will prepare the employee to obtain a job related certificate or license not required of the current job, the department will pay for course fees, transportation, hotel accommodations and meals in accordance with Administrative Policy IV-B-4, Travel Reimbursement. Time spent in the training session will be counted as time worked.

17.2. Mileage and Travel Allowance

Subject to prior approval of the department head or his/her designee:

- a) An employee directed to utilize his/her personal vehicle in the conduct of authorized City business shall be entitled to reimbursement at a rate equal to that allowed by the Internal Revenue Service. Claims for mileage reimbursement must be accompanied by accounting of eligible miles traveled as registered by beginning and ending odometer readings, less miles traveled for personal reasons.
- b) An employee shall be entitled to reimbursement for actual costs of travel by commercial carrier in connection with authorized City business, when substantiated by receipt showing payment for such travel.
- c) An employee shall be entitled to reimbursement for necessary costs of lodging, meals, registration fees, parking fees, bridge and highway tolls, taxi services and multi-passenger vehicles in the conduct of authorized City business. Claims for such reimbursement must be accompanied by receipt showing payment.

17.3. Light/Limited Duty

When, due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform his/her usual duties, the employee may work in a light/limited duty capacity if such work is available in the City, as determined by the department head in his/her sole discretion.

An employee may work light/limited duty only upon authorization of the employee's attending physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.

If light/limited duty is available, and the employee is cleared by an attending physician to perform such work, he/she shall accept light/limited duty. As much as possible, every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which he/she is assigned for up to a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the department.

17.4. Safety

All employees covered by this MOU will comply with all Federal (OSHA) and State (CalOSHA), and City safety policies and directives.

The City shall provide all employees with safety training pertinent to the employee's assignments and the appropriate safety equipment.

17.5. Safety Committee

The City shall maintain a City-wide Safety Committee that meets on a regular basis with the goal being to meet once a month. The Committee will have representatives from all departments. Local 39 may appoint three (3) members to serve on the Committee.

17.6. Personnel File

Employees may request removal of adverse/derogatory materials from their personnel files. The City Manager or his/her designee may approve such requests in his/her sole discretion.

The City agrees that informal letters of counseling, informal reprimands, and similar documents will not be placed in an employee's personnel file but may be placed in a supervisory or department file. These documents will be removed within one (1) year if the employee has not been served with a formal discipline on the same or similar subject during that time period.

Formal letters of reprimand will be removed from an employee's personnel file within two (2) years of occurrence, provided no further discipline on the same or similar subject has been served on the employee within that time period.

17.7. Training

The City recognizes the value of continued training in obtaining the goals of professionalism and reducing liability to the City and will make every effort to provide training to employees in the bargaining unit.

17.8. Flex Time / Alternative Work Schedules

The City and Union acknowledge the benefits of flexible/alternative work schedules when they meet the needs of both the City and employees. Employees and/or the Union may propose alternative/flexible schedules to the City. The City shall consider such proposals and may approve or deny them in its sole discretion. The City may discontinue alternative/flexible schedules and return employees to their regular work schedules in its sole discretion.

17.9. Automatic Deposit

The City will continue to offer automatic payroll deposit to employees. Should the City terminate this program for any reason, the City will meet with the Union to discuss the impact of this decision on its members.

17.10. Rest Periods

- a) All employees working more than six (6) hours in a day shall receive two (2) paid fifteen (15) minute breaks (rest periods) in each day. The first shall occur

approximately midway between their starting time and their meal time. The second shall occur approximately midway between their meal time and the end of their workday. All such employees are to take an unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour after a work period of not more than five (5) hours.

All employees who work at least three and one-half (3-1/2) hours but six (6) hours or less in a day will receive one (1) paid fifteen (15) minute break (rest period) each day. This shall occur approximately mid-way between their starting time and their finishing time.

b) Rest Periods Between Work Days

It is the intent of this Section to provide for and ensure a reasonable amount of rest for employees who may be required to work an extraordinary number of overtime hours between work days or on a continuous emergency work schedule. In such circumstances, the City agrees to the following provisions as a means of assuring adequate rest, and the prevention of fatigue and safety hazards.

1. If an employee has worked for four (4) or more hours during the eight (8) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a four (4) hour rest period prior to the start of his/her regular work shift.
2. If an employee has worked for six (6) or more hours during the twelve (12) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a six (6) hour rest period prior to the start of his/her regular work shift.
3. If an employee has worked for eight (8) or more hours during the sixteen (16) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to an eight (8) hour rest period prior to the start of his/her regular work shift.
4. If the rest period in whole or in part overlaps with the employee's regular work hours, he/she shall receive pay at the straight time rate for the extent of the overlap.
5. The employee may request an alternate rest period either at the beginning or end of his/her regular work shift. If the employee wants to take the entire day off, the employee may request to use vacation or comp time for those hours not covered by the overlap.

17.11. Military Leave

See Personnel Rules

17.12. Jury Duty

See Personnel Rules

17.13. Water Plant Schedules

The City and Union acknowledge that the operation of the City's water treatment plant necessitates special scheduling of employees. Attached as Exhibit "B" and incorporated herein are the specific conditions and procedures for the affected positions.

17.14. Shift Change Notice

The City will provide a two (2) week notice to all Union unit employees for regular, on-going shift changes. The City will attempt to provide at least a one (1) week notice for temporary changes unless unavoidable circumstances arise.

17.15. Job Security

If the City proposes to contract out work which has been customarily and routinely performed by bargaining unit classifications, the City shall give the Union ninety (90) days advance notice and an opportunity to meet and confer on the adverse impact.

17.16. Performance Evaluation

See Personnel Rules.

In addition to the Personnel Rules, in the event that an employee does not receive a performance evaluation within the prescribed timelines, it shall be assumed that the employee's work performance is rated as "Satisfactory."

17.17. Layoffs

See Personnel Rules.

In addition to the Personnel Rules, the following provisions shall apply:

- Employee shall be given written notice of layoff by the City at least thirty (30) calendar days in advance of the effective date of such layoff.
- Employees shall notify the City Manager in writing within five (5) working days of receiving a layoff notice to demote in lieu of layoff.

18. Grievance Procedure and Arbitration

18.1. Grievance Procedure

18.1.1. Definitions

- a) Grievance: A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this MOU or employee protection contained in any ordinances, resolutions, personnel rules, or written policies which adversely affects the grievant and/or the entire membership of the Union.

- b) Grievant: A grievant is (1) an employee in the unit who is filing a grievance as defined above; (2) any group of employees adversely affected in a substantially similar manner who are consolidated as a group grievance and thereafter represented by the Union; (3) the Union when the grievance alleges a violation that affects the Union as a whole.

The Union shall have standing under this procedure to initiate a grievance over alleged violations of a specific section(s) of this Agreement that affects the entire Union, an entire department or five (5) or more unit members in any one classification. Union grievances shall be processed beginning at Level III.

- c) Day: Day shall mean day in which the City's main administrative office is open for business.

18.1.2. Process

- a) Informal Level: Within ten (10) days from the event giving rise to a grievance or from the date the employee could reasonably be expected to have had such knowledge of such event, the grievant and/or the grievant's representative shall orally discuss the grievance with his/her supervisor. The supervisor shall have three (3) days to give an answer to the employee.

- b) Formal Levels:

Level I: If the grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) days of receipt of such answer file a formal written grievance with his/her immediate supervisor on a form provided by the City. The supervisor shall, within three (3) days have a meeting with the grievant and/or the grievant's representative and within five (5) days thereafter give a written answer to the grievant on the form provided.

Level II: If the grievant is not satisfied with the supervisor's answer, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the department head who shall, within ten (10) days, meet with the employee and/or the grievant's representative, and within five (5) days thereafter give a written answer to the grievant.

Level III: If the grievant is not satisfied with the written answer from the department head, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the City Manager or his/her designee. Within fifteen (15) days of receipt of the written appeal, the City Manager or his/her designee shall investigate the grievance which may include a meeting with the concerned parties and thereafter give a written answer to the grievant within five (5) days.

18.1.3. General Provisions

- a) If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b) If a supervisor or manager fails to respond with an answer within a given time period, the grievant may appeal his/her grievance to the next higher level.
- c) Time limits and formal levels may be waived by mutual written consent of the parties.
- d) Proof of Service shall be accomplished by registered mail.
- e) At each step of the formal grievance procedure, a copy of the decision shall be given to the Union at the same time as the decision is sent to the grievant.

18.1.4. Advisory Mediation (Level IV)

If both parties agree, the parties will participate in advisory mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. The parties will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If mediation fails to resolve the grievance, the grievance moves to arbitration.

18.1.5. Arbitration (Level V)

If the parties are unable to reach a mutually satisfactory accord on the grievance which arises out of and is presented according to the specific procedures and limitations of the Article during the term of this MOU, such grievance may be submitted by the Union to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager.

- a) The Union shall make its intentions to use this provision known within ten (10) days of the final answer given under Level III of Section 18.1.2 subsection (b) above.
- b) The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the Union and the City. If one of the parties waives the right to use a court reporter, and the arbitrator does not require a court reporter, the party requiring the court reporter will bear the full cost of the court reporter. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
- c) Decisions of arbitrators on the matter properly before them shall be final and binding on the parties hereto, to the extent permitted by law.
- d) No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the unit represented by the Union and unless such a dispute falls within the definition of a grievance as set forth in Section 18, 18.1.1 (a) above.
- e) Proposals to add or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section.
- f) No arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment. The arbitrator's decision shall be limited only to the application and interpretation of the provisions of this MOU in the matter referred for consideration.
- g) Should the City Manager or his/her designee and the Union fail to reach agreement on the selection of an arbitrator within fifteen (15) days, they shall jointly request a list of five (5) qualified arbitrators from the California State Mediation and Conciliation Service or the American Arbitration Association. If a mutual selection cannot be made from the list received within five (5) days, the parties shall select the arbitrator by alternately striking names until only one name remains who shall be the selected arbitrator. Any fees in connection with obtaining a list of arbitrators shall be shared equally between the City and the Union.

19. Disciplinary Procedure

19.1. Definition

Days as defined in this Section means calendar days unless expressly stated otherwise.

19.2. Purpose

The purpose of the disciplinary procedure is:

- a) To provide employees subject to disciplinary action all rights to which they are entitled by law;
- b) To provide an orderly procedure for pre-action notice, response, implementation, and appeal;
- c) To correct deficiencies in employee performance and to ensure improvement to meet job standards.

19.3. Employee Representation

An employee may have a representative at all stages of the disciplinary process as outlined in this Section, provided that the representative is not a party to the action.

19.4. Administrative Leave

An employee may be placed on Administrative Leave, with pay, pending investigation of facts possibly giving rise to the potential need for discipline.

19.5. Notice of Proposed Disciplinary Action

Prior to suspension without pay, reduction in pay, demotion, or dismissal, the employee shall be provided the following:

- a) Notice of the proposed action;
- b) The reasons for the proposed action;
- c) A copy of the charges and any materials upon which the proposed action is based;
- d) Notice that the employee is entitled to an opportunity to respond to the charges orally, or in writing, or both, personally or with a representative;
- e) The date and time of the response meeting during which the employee and his/her representative will have an opportunity to refute the charges or present facts that may not be known;

- f) Notice that if the employee fails to attend the response meeting, the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

19.6. Notice of the Response Meeting

Notice of the response meeting shall be given no less than seven (7) days prior to the meeting.

19.7. Response Meeting

At the time and place for the meeting giving the employee an opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative. Neither party shall be entitled to call witnesses or take testimony.

At the meeting, the City Manager or his/her designee, may consider information contained in the charges and recommendations as well as information presented by the employee or his/her representative.

At the conclusion of the response meeting, or within seven (7) days, the City Manager or his/her designee, shall issue an order implementing or determining not to implement the action. The City Manager or his/her designee, may implement an action that is of lesser severity than that which was initially proposed.

19.8. Implementation of Discipline

When discipline is imposed, a copy of the order shall be served upon the employee, either personally or by registered or certified mail, return receipt requested, at the last known address on file with the City. The order shall include:

- a) A statement of the nature of the discipline imposed;
- b) The effective date of the discipline;
- c) A statement of the causes for the discipline;
- d) A statement of the specific facts or omissions upon which the discipline is based; and
- e) A statement advising the employee of his/her rights to appeal the disciplinary action. The statement shall include the manner and time within which an appeal must be taken, and the required content of the appeal notice.

19.8.1. Letter of Reprimand

An employee may request a meeting with the Assistant City Manager – Administrative Services or his/her designee, to review a Letter of Reprimand within ten (10) days of receipt. The Assistant City Manager – Administrative Services or his/her designee, shall meet with the employee within ten (10) days of the request. The Assistant City Manager – Administrative Services or his/her designee, shall have the authority to uphold, modify, or remove the Letter of Reprimand. The decision of the Assistant City Manager – Administrative Services or his/her designee, shall be final.

19.9. Disciplinary Appeal Procedure

The employee, or his/her representative, after service of an order of disciplinary action as specified in this Article may request that the matter be submitted to an arbitrator as provided in the following Sections. A written request for an appeal must be served upon the City Manager or his/her designee within ten (10) days following receipt of the order of discipline. The demand for a hearing shall include:

- a) Specific grounds for review;
- b) Copies of materials upon which the discipline is based.

19.10. Selection of an Arbitrator

An arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon an arbitrator within ten (10) working days, the Division of Conciliation of the State of California Department of Industrial Relations shall be requested to submit a list of five (5) arbitrators and from such list the employee and the City Manager or his/her designee, shall promptly select the arbitrator by the alternate striking of names, commencing with the employee, from said list. Upon selection of the arbitrator, the City Manager or his/her designee, shall contact the arbitrator and arrange for the earliest hearing date available with regard to the parties schedules. Should the arbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager or his/her designee may require the parties to strike names for a replacement hearing officer.

19.11. Arbitration Hearing and Decision

The arbitration hearing shall be conducted as a full scale evidentiary hearing with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel, and findings to support the decision.

Within thirty (30) days of the conclusion of the hearing, the arbitrator shall render a written decision. The decision of the arbitrator shall be provided to both parties. Any decision of the arbitrator shall be binding upon both parties.

19.12. Cost of Arbitration

The cost of the arbitrator and any expenses associated with the hearing shall be shared equally by the employee and the City. If a transcript of the proceedings is requested, the party making such a request shall pay the cost.

19.13. Discipline Retention

- a) Upon notice from the employee, Letters of Reprimand shall be withdrawn from an employee's official personnel file two (2) years from the date of issue, provided there has not been additional formal discipline imposed during the two (2) year period.
- b) Upon notice from the employee, disciplinary transfers and suspensions without pay of two (2) days or less shall be withdrawn from an employee's official personnel file three (3) years from the date of issue, provided there has not been additional formal discipline imposed during the three (3) year period.
- c) Upon notice from the employee, suspensions without pay of three (3) days or more and disciplinary demotions shall be withdrawn from an employee's official personnel file five (5) years from the date of issue, provided there has not been additional formal discipline imposed during the five (5) year period.

20. No Lockout

No lockout of unit employees shall be initiated by the City during the term of this MOU.

21. Full Understanding, Modification and Waiver

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives it right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any matter covered herein during the term of this MOU. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this MOU; provided that no modification to any provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council and the Union.

The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

22. Peaceful Performance

The parties to this MOU recognize and acknowledge that many of the services performed by the City employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of the City. The Union agrees that under no circumstances will the Union recommend, encourage, cause, or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the City, nor curtail any work or restrict any production, or interfere with any operation of the City. In the event of any work-stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work-stoppage until such work-stoppage has ceased.

In the event of any work-stoppage, during the term of this MOU, whether by the Union or by any member of the bargaining unit, the Union by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized and further direct its members in writing to cease said conduct and to resume work. Copies of such written notice shall be served upon the City. If in the event of any work-stoppage, the Union promptly and in good faith performs the obligations of this paragraph, and providing the Union has not otherwise authorized, permitted, or encouraged such work-stoppage, the Union shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress, including damages, as against any employee.

23. Savings Provision

If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

24. Term

The MOU represents the entire agreement between the City and the Union on subjects contained herein and shall become of full force and effect on July 1, 2016, unless otherwise noted, and shall continue in full force and effect until June 30, 2019, and shall

continue from year-to-year thereafter, unless either party hereto gives written notice to the party in the month of April 2019 that it wishes to modify a provision of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by affixing their signatures on the following page.

Signature Page to Memorandum of Understanding

Stationary Engineers, Local 39

7/1/2016 – 6/30/2019

DATED: 8-17-16

City of West Sacramento


By 
Christopher L. Cabaldon, Mayor

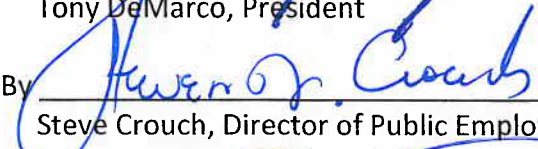
ATTEST:


Kryss Rankin, City Clerk

**International Union of Operating Engineers,
Stationary Engineers, Local 39, AFL-CIO**

By 
Jerry Kalmar, Business Manager/ Secretary

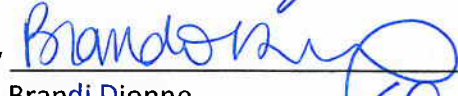
By 
Tony DeMarco, President


By 
Steve Crouch, Director of Public Employees

By 
Stephen Hatch, Business Representative

Bargaining Committee

By 
Howard McKinley

By 
Brandi Dionne

By 
Ed Unutoa


By 
Jim Turney

Exhibit "A"

REPRESENTED CLASSIFICATIONS

Accounting Technician I/II/III
Building Permit Technician I/II
Chief Maintenance Worker
Chief Parks & Grounds Worker
Clerk / Senior Clerk
Electrical Technician
Engineering Technician I/II
Engineering Technician III
Equipment Mechanic I/II
Facilities Maintenance Aide
Facilities Maintenance Worker / Senior Facilities Maintenance Worker
Groundskeeper
Instrumentation Technician
Maintenance Worker/ Senior Maintenance Worker
Parks & Grounds Worker / Senior Parks & Grounds Worker
Recreation Coordinator
Recreation Supervisor I/II
Secretary
Stationary Engineer
Treatment Plant Mechanic I/II
Water Treatment Plant Apprentice
Water Treatment Plant Operator II/III/IV

Signature Page to Memorandum of Understanding

Stationary Engineers, Local 39

7/1/2016 – 6/30/2019

DATED: 8-17-16

City of West Sacramento


By 
Christopher L. Cabaldon, Mayor

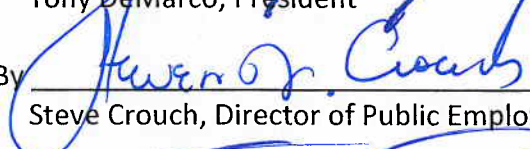
ATTEST:


Kryss Rankin, City Clerk

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Stationary Engineers, Local 39, AFL-CIO**

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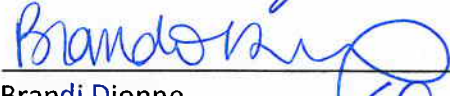
By 
Tony DeMarco, President


By 
Steve Crouch, Director of Public Employees

By 
Stephen Hatch, Business Representative

Bargaining Committee

By 
Howard McKinley

By 
Brandi Dionne

By 
Ed Unutoa

By 
Jim Turney

Exhibit "B"

PROVISIONS FOR PERSONNEL AT WATER TREATMENT PLANT

I. Workshift

Water Treatment Plant Operators are generally required to work a 24 hours on; 48 hours off shift. Other Water Treatment Plant staff work an eight (8) hours per day schedule, but may be required to work a 24 hour shift occasionally during operator holidays, vacations, or sick leave.

The 24 hour shift commences at 7:00 a.m.

The first 16 hours of the 24 hour shift is considered a work shift and paid at the operator's base hourly rate of pay.

The final 8 hours of the 24 hour shift is considered standby (see Section 12.4) and is not considered as paid work time. If the operator is interrupted by a call to duty during standby, the interruption is counted as time worked and paid at 1-1/2 times the base hourly rate of pay. If the operator cannot get at least five (5) hours of sleep during standby, the entire eight (8) hour standby will be counted as time worked and paid at 1-1/2 times the base hourly rate of pay. The five (5) hours of sleep need not necessarily be five (5) continuous, uninterrupted hours of sleep.

II. Work Schedule

Under the 24 hours on/48 hours off shift schedule, each operator will work a total of 224 hours in a six (6) week period or an average of 74.66 hours every bi-weekly pay period.

	Sat	Sun	Mon	Tue	Wed	Thurs	Fri	
Wk 1	X	Y	Z	X	Y	Z	X	(A)
Wk 2	Y	Z	X	Y	Z	X	Y	
Wk 1	Z	X	Y	Z	X	Y	Z	(B)
Wk 2	X	Y	Z	X	Y	Z	X	
Wk 1	Y	Z	X	Y	Z	X	Y	(C)
Wk 2	Z	X	Y	Z	X	Y	Z	
Wk 1	X	Y	Z	X	Y	Z	X	(D)
Wk 2	Y	Z	X	Y	Z	X	Y	

(A) X = 5 shifts x 16 hours = 80 hours / bi-weekly pay period
Y = 5 shifts x 16 hours = 80 hours / bi-weekly pay period
Z = 4 shifts x 16 hours = 64 hours / bi-weekly pay period

(B) X = 5 shifts x 16 hours = 80 hours / bi-weekly pay period

Y = 4 shifts x 16 hours = 64 hours / bi-weekly pay period
Z = 5 shifts x 16 hours = 80 hours / bi-weekly pay period

(C) X = 4 shifts x 16 hours = 64 hours / bi-weekly pay period
Y = 5 shifts x 16 hours = 80 hours / bi-weekly pay period
Z = 5 shifts x 16 hours = 80 hours / bi-weekly pay period

(D) X = 5 shifts x 16 hours = 80 hours / bi-weekly pay period
Y = 5 shifts x 16 hours = 80 hours / bi-weekly pay period
Z = 4 shifts x 16 hours = 80 hours / bi-weekly pay period

74.66 average work hours per bi-weekly pay period

NOTE: An employee working a traditional 8-5 schedule works 2080 hours in a year. Under the Water Treatment Plant Operator's schedule, an employee works approximately 1946 hours per year.

III. Shift Change

As noted in the work shift section, there are two (2) groups of Water Treatment Plant staff; one group assigned to twenty-four (24) hour shifts and another group assigned to the traditional eight (8) hours per day, forty (40) hours per work week shift. A traditional eight (8) hours per day, forty (40) hours per work week employee may be required to fill in for a twenty-four (24) hour shift employee.

If he/she receives the required two (2) work week notification, all provisions of this document which cover twenty-four (24) hour shift personnel will apply as if that was a normally assigned shift. Notice of shift change shall be in writing and acknowledged by the employee. Should he/she receive less than a two (2) work week notification of shift change, he/she will be treated as a traditional eight (8) hours per day, forty (40) hours per week employee and will receive overtime after the first eight (8) hours of the sixteen (16) hour work shift.

In addition, the employee filling in will be paid for the hours actually worked. If the employee fills in for an operator who is scheduled for a two (2) shift work week (32 hours), he/she must work an additional eight (8) hours during that work week to ensure that he/she is paid for forty (40) hours.

IV. Payroll Reporting

How to Complete the Electronic Timesheet

Employees at the Water Treatment plant will fill-out their timesheet by coding each day of scheduled work as sixteen (16) hours at Straight-time (3001 REG PAY), and eight (8) hours of standby pay (3040 SHFT DIFF/WATER.) If an employee is scheduled a vacation, they would use the Vacation Code to record vacation used (3410 VACATION USED.) Of course, if an employee calls in sick on a scheduled workday, they would use the Sick Leave used code (3210 SICK SELF.)

In order to ensure that overtime is paid for the hours worked over forty (40) per week as part of the regular schedule, the employee must code four (4) hours of O.T.@S.T. (3023 O.T.@S.T.-Water), in addition to coding the sixteen (16) hours Straight-time. This should be done on the last day of the three (3)-shift week.

Reporting Standby Pay

Use code 3040 – SHFT DIFF/WATER to record standby pay in the electronic timesheet. As stated above, treatment plant operators work a 24-hour shift. Sixteen (16) is considered the regular part of the shift, and eight (8) is considered the standby part of the shift. The eight (8) hours of the standby should be entered into the electronic timesheet as follows:

3001 – REG PAY	16.0
3040 – SHFT DIFF/WATER	8.0

Reporting Holidays

A 24-hour shift employee is entitled to ten - 8-hour City holidays per fiscal year, and 4-1/2 days (36 hours) of floating holidays. A 24-hour shift employee who works on any of the holidays listed in Article 12, Section 12.10 of the MOU shall be paid one and one-half (1-1/2) times his/her base rate of pay for the work shift portion (16 hours) of his/her 24-hour shift. Additionally, the operator may retain eight (8) hours of holiday to be taken later in the same fiscal year. In the event the employee does not use the eight (8) hours of holiday prior to the end of the fiscal year, he/she will be paid for the hours at his/her base rate of pay.

An employee who works on a City holiday and wishes to be paid for the retained holiday hours should enter the following into the electronic timesheet:

3001 – REG PAY	16.0
3015 – OT@ST	8.0
3040 – SHFT DIFF/WATER	8.0
3320 – HOLIDAY PAYOFF	8.0

An employee who works on a City holiday and wishes to retain the holiday hours to be taken at a later time in the fiscal year should record the electronic timesheet as follows:

3001 – REG PAY	16.0
3015 – OT@ST	8.0
3040 – SHFT DIFF/WATER	8.0

There is no need to code the eight (8) hours holiday for retention purposes. The retained holiday hours will be automatically credited to the employees holiday leave balance.

If an employee's regular day-off is on a City holiday, and he/she wishes to be paid for the holiday hours, he/she should code his/her electronic timesheet as follows:

3320 – HOLIDAY PAYOFF	8.0
-----------------------	-----

If any employee whose regular day off is on a City holiday, and he/she wishes to retain the holiday hours to be taken at a later time in the fiscal year, he/she need not code his/her electronic timesheet. The retained holiday hours will be automatically credited to the employee's holiday leave balance and no payroll entry is necessary.

At any time during the fiscal year that an employee wants to be paid for the holiday hours accrued year to date, he/she should code his/her electronic timesheet as follows:

3320 – HOLIDAY PAYOFF	# of hours to be paid-off
-----------------------	---------------------------

If a holiday falls on the last shift of a three (3)-shift workweek, an employee must report the last shift (16 hours) in the electronic timesheet as follows:

3001 – REG PAY	16.0
3015 – OT@ST	8.0
3040 – SHFT DIFF/WATER	8.0
3320 – HOLIDAY PAYOFF	8.0
3023 – OT@ST/WTR	4.0

Of course, as above, if an employee wishes to retain the holiday hours, no coding of holiday hours is necessary for the hours to add to employee's accrued leave balance.

Reporting Shift Hours

Record "shift" hours on the day the shift commences even though the last hour of the shift falls on the following day. For example, "Joe" starts his shift at 7:00 a.m. on Tuesday and completes it at 7:00 a.m. on Wednesday. The one hour of work from 6:00 a.m. to 7:00 a.m. should be

recorded with the other fifteen (15) hours on Tuesday. If Wednesday is a holiday, "Joe" will still report the one (1) hour from Wednesday with Tuesday's fifteen (15) hours. "Joe" will not receive the holiday pay rate for the one (1) hour. Conversely, if Tuesday is the holiday, "Joe" will report all sixteen (16) hours as holiday hours worked. He will receive the holiday pay rate for the one (1) hour worked on Wednesday, a non-holiday.

Reporting Overtime Hours

All hours worked beyond forty (40) hours per week, or sixteen (16) hours per shift shall be paid at 1-1/2 times the base hourly rate of pay. Overtime can also be accrued as comp time at 1-1/2. Record overtime or comp time in the electronic timesheet as follows:

3001 – REG PAY	16.0
3014 – O.T.@1.5.	# of hours beyond 16. The total hours for the day cannot exceed 24
3040 – SHFT DIFF/WATER	8.0
Or to code comp time:	
3001 – REG PAY	16.0
3100 – CTO @1.5	# of hours beyond 16. The total hours for the day cannot exceed 24
3040 – SHFT DIFF/WATER	8.0

Reporting Vacation, Sick Leave, and CTO

Use the appropriate code to report hours taken as vacation, sick, or CTO. These hours are to replace your regular shift hours.

Exhibit "C"

Years of Service

Years of Service will be calculated from the employee's date of hire with the City of West Sacramento, East Yolo Community Services District, or Washington Water.

Replacement of Social Security Benefits

The parties agree to the following in order to fully replace any and all benefits that were lost to the former East Yolo Community Services District (EYCS D) employees when the City of West Sacramento chose not to participate as active contributors in the Federal Social Security System:

For employees hired prior to January 1, 1987, after all mandatory contributions by both the employer and employee which remain or result from the employee's not participating fully in the Social Security System and the California Public Employee's Retirement System (CalPERS) by the City and the employee, as of December, 1986, the remainder shall be placed into an employee's account in an approved deferred compensation program. While the employer agrees to match the employee's contribution to the deferred compensation plan, its total contribution (together with other obligations, e.g., Medicare, additional CalPERS, etc.) shall not exceed the City's total obligation for combined CalPERS and Social Security contributions on behalf of the employee as of December 1986.

For example: Employee \$1,800/mo. gross pay:

December 1986

	<u>Employer's Contribution</u>		<u>Employee's Contribution</u>	
CalPERS*	14.27%	\$256.86	0.00%	\$0.00
Medicare	<u>1.45%</u>	<u>26.10</u>	<u>1.45%</u>	<u>26.10</u>
Total	15.72%	\$282.96	1.45%	\$26.10

*On gross pay less \$133.33 because of coordination of Social Security

January 1987

	<u>Employer's Contribution</u>		<u>Employee's Contribution</u>	
CalPERS	14.27%	\$256.86	0.00%	\$0.00
Medicare	<u>1.45%</u>	<u>26.10</u>	<u>1.45%</u>	<u>26.10</u>
<i>Sub Total</i>	<i>15.72%</i>	<i>\$282.96</i>	<i>1.45%</i>	<i>26.10</i>
Trust Fund	<u>4.64%</u>	<u>\$83.57</u>	<u>5.70%</u>	<u>\$102.70</u>
Total	20.36%	\$366.53	7.15%	\$128.70

Employees who are currently excluded from coverage under Social Security shall have the option to contribute to the deferred compensation plan but such voluntary contributions shall not be matched by employer contributions.

Any obligations arising under this Section shall cease should the employer and subject employees become covered by the Social Security System.

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