Memorandum of Understanding

I.B.E.W. LOCAL 1245

and

CITY OF HEALDSBURG

2015-2017

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I. EMPLOYEE REPRESENTATION

1.1 The City of Healdsburg recognizes the employees' rights of self-organization and to be represented by employee organizations of their own choosing as set forth in Chapter 10, Division 4 of the Government Code of the State of California.

To that end, the City of Healdsburg, through its appointed representatives, agrees to meet and confer with representatives of Local Union 1245, International Brotherhood of Electrical Workers, on all matters of employment conditions and employer-employee relations affecting operations and maintenance employees and clerical employees. Excluding management and confidential employees as well as professional employees in the police and fire departments.

1.1.1. Commencing with the ratification of this memorandum of understanding, the City proposes to create a Utility Operator career ladder whereby the current positions (5) of Water Operator and Sewer Plant Operator would have an opportunity on a volunteer basis to receive the training and licensing to become a Utility Operator. The Utility Operator position requires a Grade II in water and a Grade II in wastewater and, within one year of promotion, the acquisition of an AWWA Backflow Prevention Testing Certification.

The City will provide free training and licensing. The City is constrained to providing the necessary training of 2080 hours to one employee at a time. Candidates for participation would be determined on the basis of most qualifications completed. Upon classification as a Utility Operator, the employee would receive a commensurate raise in pay. Even though an employee promoted to the Utility Operator position successfully passes the six (6) month probationary period, should he/she not obtain a Certification within the one year specified, a six month extension could be granted after which, failing once again to obtain the Certification, the employee would be returned to his/her former position pursuant to Section 25.3 of this MOU. (Added 7/1/00)

1.1.2. Commencing with the ratification of this memorandum of understanding, the classification of Recreation Coordinator will be added to the representation by this bargaining unit. (Added 7/1/00)

1.1.3. Commencing with the ratification of this memorandum of understanding the following classification titles will be changed:

FROM:	**TO:**	
Office/Accounting Clerk	Accounting Clerk I	
Account Clerk	Accounting Clerk II	
Administrative Accounting Aide	Senior Accounting Clerk	(Added 7/1/00)

1.1.4. Commencing with the ratification of this memorandum of understanding one employee in the classification of Villa Aide will be classified as Villa Maintenance Worker. (Added 7/1/00)

1.2 Local 1245, IBEW, will be permitted to use bulletin boards on City property for the purpose of posting notices of meeting and other official business of Local 1245, IBEW, with the understanding that material derogatory to the City will not be posted.

1.3 Representatives of Local 1245, IBEW, will be permitted access to work locations to confer with City employees on matters of employer-employee relations, but such representatives shall not interfere with work in progress.

1.4 The City shall deduct from their earnings and pay over to the proper officers of Local 1245, IBEW, the membership dues of members of Local 1245, IBEW, who individually and voluntarily authorize such deductions in writing, using the proper form to make such authorization. The authorization form shall be approved by the City and Local 1245, IBEW.

1.5 The City will advise Local 1245, IBEW, of any contemplated actions affecting employment conditions and employer-employee relations prior to proceeding with action in sufficient time that Local 1245, IBEW, may comment thereon.

II. HOURS OF WORK, OVERTIME

2.1 Workweek is defined as seven (7) consecutive days, Sunday through Saturday, and as otherwise provided herein, a scheduled workweek for full-time employees covered by the agreement shall consist of five (5) consecutive eight-hour shifts, Monday through Friday. The noted exception is the Villa, Sunday through Saturday.

2.2 Workday. Employees shall be scheduled to work on regular work shifts, having regular starting and quitting times, which consists of eight (8) or nine (9) consecutive hours of work except that the day may be interrupted by a lunch break; and as otherwise provided herein. Currently scheduled workdays are as follows:

Electric Crew:	6:30 AM to 4:00 PM (30 minute lunch period – 9/80 work schedule)
Public Works:	7:00 AM to 4:30 PM (30 minute lunch period – 9/80 work schedule)
Parks Crew:	7:00 AM to 3:30 PM (30 minute lunch period)
Building	8:00 AM to 4:30 PM (30 minute lunch period)
Community Services:	8:30 AM to 5:00 PM or 9:00 AM to 5:30 PM (30 minute lunch)
Facilities Crew	7:00 AM to 4:00 PM (one-hour lunch period)
Auto Mechanics:	7:00 AM to 4:30PM (30 minute lunch period – 9/80 work schedule)
CDC:	7:30 AM to 4:30 PM or 8:00 AM to 5:00 PM (one-hour lunch period)
City Hall:	8:00 AM to 5:00PM (one-hour lunch period)

2.3 Flex Time. The work schedule for employees or groups of employees may vary for flexible working hours and days upon approval of the Union, Department Head and City Manager. Examples of acceptable alternate work schedules include: 5/8, 9/80 and 4/10 models. Such schedules shall not interfere with the City's operational needs as determined by the City Manager. The City will not unreasonably withhold approval of such schedules. (Amended 7/1/97, 7/1/10)

2.4 Part-time Employees. The workday, workweek, and schedule for part-time employees shall be as set forth in 2.2 and 2.3 above; provided however, the workday, workweek, and schedule for part-time employees assigned to the Villa shall be determined and approved by the department head/supervisor (Amended 5/28/95).

2.5 Work Schedules. Work schedules, showing the employee's shifts, workdays, and hours shall be posted on employee bulletin boards. Except for situations where the City determines an emergency exists, or as provided herein the City may:

a) Change the regularly scheduled workday of an employee; (except for employees working out of the Community Services Department – see (c) below)) if the change does not require the employee to work before 6:00 AM or after 6:00 PM; provided 10 days' notice has been given.

b) Change the regularly scheduled workday of an employee; (except for employees working out of the Community Services Department – see (c) below)) if the change requires the employee to work before 6:00 AM or after 6:00 PM; or change the regularly scheduled workweek only after meeting and conferring with the union.

c) For Community Services Department Employees, change the regularly scheduled workday or workweek of an employee if the change does not require the employee to work before 5:00 AM or after 10:00 PM; provided 10 days' notice has been given. Any change to the work schedule outside those parameters only after meeting and conferring with the union. Such change of regular work hours will not be made for the purpose of avoiding the payment of overtime, but shall be made for business necessity needs of the City; or due to change in program activity times/days.

d) Change the regularly scheduled work day of an employee for special events as approved through the special event permit process; provided ten (10) days' notice is given.

e) Change the regularly scheduled work day of an employee due to seasonal operational needs; provide ten (10) days' notice is given and the schedule is maintained for a minimum of two (2) months.

f) The exceptions cities above are not intended to replace scheduled overtime as required for special repairs and/or maintenance projects.

2.6 Overtime. Authorized work performed by an employee in excess of their scheduled workday or workweek shall constitute overtime except as otherwise provided. Examples: (1) time worked in excess of 40 hours per workweek; (2) time worked in excess of 8 hours per work day; (3) time worked outside of regularly scheduled hours on a workday; (4) time worked on a holiday; and (5) time worked on a non-work day.

Part-time employees: authorized work performed in excess of 40 hours per workweek or 8 hours per day.

2.7 Overtime Rate. Authorized overtime work shall be compensated at the rate of one and one-half (1 ½) times the employee's base rate of pay.

a) All worked performed between midnight and the start of the regular work hours, on all days of the week, shall be compensated at the rate of two (2) times the established hourly rate for the employee's position for each hour worked. (Amended 7/1/90)

2.8 Compensatory Time Off. Employees may, at their option, receive pay for such overtime hours or may accumulate compensating time at the rate of time and one-half (1 ½), subject to the following:

a) Employees may accrue unlimited compensation time, however, the amount of compensation time-off shall be limited to 80 hours per calendar year. (Amended 7/1/91)

b) Comp time shall not be accrued from one year to the next. Employees will be paid for any accumulated but unused comp time balance on the first pay period in January.

c) The use of comp time, actual time off work, must receive prior approval of the supervisor/department head.

2.9 Distribution of Overtime. Overtime shall be distributed as equally as possible among those employees in the same classification. No employee shall be required to trade time for the purpose of avoiding payment of overtime.

2.10 Call back. Call back time shall be reimbursed based on a minimum of two (2) hours at the rate of time and one-half (1 ½) times the employee's base rate of pay. Call-back time shall commence at the time of dispatch and shall conclude when the employee is released from duty. Any employee who is unable to respond within thirty (30) minutes may be eliminated from the call back rotation. (Amended 7/1/10)

a) If an employee is recalled for emergency work more than once in the twenty-four (24) hour period commencing from the end of the normal shift, minimum overtime compensation shall be paid only for the first call; for subsequent calls overtime compensation shall be paid for his/her actual work as herein provided. For the purpose of this section, concurrent calls or successive calls without a break in work time shall be considered as a single call. If by reason of a call an employee works less than two (2) hours into his/her regular work hours, such call shall not be considered as a first call for the purpose of the minimum overtime compensation, i.e. not 2 hours. (Amended 7/1/90)

b) If an employee has not had 8 hours off in 16 hours before his/her shift begins, employee may come in at noon with a full day's pay on that day. (Added 7/1/00; Amended 7/1/04)

2.11 Phone Calls at Home.

a) Assuming an on-call employee receives an official work-related phone call at home during non-working hours, the City agrees to compensate said employee for a minimum of ½ hour overtime for the first call regardless of how long; actual time for each call that day thereafter. Applies only to a person on stand by in accordance with the provisions of Section 2.12. (Added 7/1/00)

b) Employees who receive an official work-related phone call the requires them to access computers from home for the analysis and/or response for service shall receive a minimum of 1 hour at the overtime rate of pay for the call. If actual work time exceeds one hour, the City shall compensate employees, at their overtime rate of pay, for actual hours worked. (Added 7/1/10)

2.12 Standby

a) Employees assigned to weekly standby for emergency calls shall receive sixteen (16) hours at straight time for each week's standby period; and eight (8) hours pay at the straight rate for each holiday required to standby in addition to any emergency time worked. Any employee who is required to perform weekly standby for emergency calls more than 9 times in a calendar year shall receive one and one-half times the standby pay described above for each additional week of standby and holiday on standby. (Amended 7/1/90)

b) Emergency time worked while on standby shall be computed to the nearest one-half (1/2) hour except in no event shall the employee be paid for less than two (2) hours. The two (2) hour minimum overtime compensation for call out while on standby duty shall be paid only for the first call during a twenty-four (24) hour period from 4:00 PM to 4:00 PM; for subsequent calls during the standby duty within the same twenty-four (24) hour period, compensation shall be paid for actual time worked computed to the nearest one-half (1/2) hour. (Amended 7/1/00)

c) Employees assigned to weekly standby for emergency calls will be furnished an electronic pager by the City.

2.13 Weekend Differential. Other than noted exceptions, any employee who is assigned to work a regularly scheduled shift on Saturday or Sunday will receive a weekend differential in an amount equal to 5% of their straight-time rate of pay. (Amended 7/1/97) (NOTE: Added as a separate section 7/1/00)

2.14 Rest Period. If an employee has worked for eight hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of the employee's regular work hours on a workday, such employee shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work.

(a) There shall be included as part of the eight hours worked at the overtime rate in such sixteen (16) hour period any travel time and mealtime to which the employee is entitled when emergency or prearranged work is performed except that any travel time and mealtime to which the employee is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight hour rest period.

(b) Hours worked prior to any eight hour rest period in which the employee does not work shall not be included in computing another period of overtime work.

(c) If the eight hour rest period in whole or in part overlaps the employee's regular work hours the employee will receive pay at the straight rate for the extent of the overlap, except that the time taken during such overlap for any meal to which the employee is entitled on dismissal shall be paid for at the overtime rate.

(d) If the employee is called back to work during his/her eight hour rest period a new rest period will commence at the conclusion of such work.

(1) If the rest period overlaps the employee's regular work hours but does not extend into the second half of the employee's workday, the employee shall be excused from reporting for work until the beginning of the second half of the employee's workday, and in such an event the employee shall be paid for the time between the expiration of the rest period and the end of the first half of such workday.

(2) If the rest period extends into the second half of the employee's workday, the employee shall be excused from reporting for work until the following workday, and in such event the employee shall be paid for the time between the expiration of the rest period and the employee's regular quitting time on such day.

(3) In the application of the foregoing, an employee, due to operational needs, may be required to report to work at the end of the employee's rest period.

(e) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having had a rest period of eight consecutive hours, in which event the employee shall be paid at two times the straight rate of pay for all work performed until the employee has been relieved from duty for at least eight consecutive hours.

III. SALARY PLAN

3.1 Salary Plan Administration. Employees occupying a position in a classification covered by this Memorandum of Understanding shall be paid the base salary range, specified for their classification, as contained in Exhibit "A" entitled "Salary Ranges Effective", attached hereto and incorporated herein, sets forth the salary ranges which reflect the increases described in Section 3.7.

3.2 Salary Plan Administration, Original Appointment. The salary for a new employee entering City employment shall be the minimum or first salary step for the classification to which the employee is appointed, provided however, that the City Manager may, when circumstances so warrant, appoint at other than the first step.

3.3 Salary Plan Administration, Advance within Salary Range.

a) Full-time employees appointed at the first step ("A") shall be eligible for advancement to the second step ("B") of the specific salary range six (6) months after original appointment, provided that the employee's performance merits the increase. Advancement to the remaining steps may be made after one (1) year of satisfactory service at each successive salary step, provided that the employee's performance merits the increase.

b) Regular part-time employees are eligible for merit increases from the A to B step after 1040 straight time hours of service and are eligible for increases from B to C to D to E steps after 2080 straight time hours of service at each step.

c) A step increase will be denied in any case where it may be determined, upon reliable evidence that the employee in question has not progressed satisfactorily in acquiring and using the learning skills necessary for the proper performance of the position to which he/she has been assigned, or that the employee has failed to perform work assignments satisfactorily during the period he/she has served at this present level or salary. All adverse reports or recommendations pertaining to the withholding of step increases will be reviewed by the City Manager prior to the affected employee's anniversary date.

d) All evaluation reports shall be prepared by the City on a timely basis. The City's failure to prepare and present an evaluation report within 30 days of the employee's salary anniversary date shall be considered a favorable evaluation report for all salary purposes. In no event shall the evaluation report be prepared by an individual who is not familiar with the work performed by the employee being evaluated. (Amended 7/1/97)

e) A Lineman with two (2) or more years of experience who has successfully completed a recognized apprenticeship will be hired at the "D" step or higher in the pay range for Lineman. Upon successful completion of the probationary period, such employee shall be raised to the "E" step. A City employee who has successfully completed the City's

apprenticeship will be placed at the "D" step or higher in the pay range for Lineman. (Amended 7/1/91)

f) Changes in an employee's salary because of promotion or demotion may set a revised salary anniversary date for that employee, for the purpose of step increase.

g) Whenever the schedule of compensation for a classification is revised, each incumbent in a position to which the revised schedule applies, shall be paid at the same step in the revised ranges as the step at which the employee was paid in the previous range.

3.4 Salary Plan Administration, Salary Step After Promotion or Demotion. When employees are promoted, they shall be entitled to receive compensation at the beginning step of the class to which the employee has been promoted. In the instance where the pay ranges overlap, promotion shall be effected at the next higher step in the range, with a minimum five percent (5%) increase where possible, of the new class.

When an employee is demoted, whether such demotion is voluntary or otherwise, the employee's compensation shall be adjusted to the salary prescribed for the classification to which the employee is demoted and unless otherwise provided, the specific rate of pay within the range shall be determined by the City Manager; provided however, that an employee demoted for non-disciplinary reasons shall be placed at the salary step in the lower classification which most closely approximates, but does not exceed, the employee's salary in the higher classification.

If an employee takes a voluntary demotion to a classification previously held within the same series, the employee shall be placed at a step commensurate with length of service in both classifications. If the classifications are not within the same series, the employee shall be placed at the same step in the lower classification which the employee held last, and the service time at such step shall be the same as the service time held previously at such step.

3.5 Temporary Upgrading: Like Work for Like Pay.

Straight Time: An employee assigned to work in a higher classification for one (1) day or more, shall be paid the starting rate of pay of the higher position or 5% above his/her regular rate of pay, if possible, whichever is greater.

Over-Time: Authorized overtime when assigned to work in a higher classification will be paid at one and one-half the A-step of the assigned class or one and one-half the employee's rate plus 5%, whichever is greater.

Lead Lineman Pay: If a Lineman is assigned to work with another Lineman (not an Apprentice Lineman) on a crew without a Foreman, the lead Lineman will be paid 5% above his/her regular rate of pay.

3.6 Pay Periods. Employees shall be paid bi-weekly, every other Thursday, unless mutually agreed by the City and union.

3.7 Salary Plan.

Commencing the first full pay period following adoption of this MOU by the City Council, all classifications covered by this agreement shall receive a 5% cost of living adjustment.

Commencing the first full pay period beginning July, 2016, all classifications covered by this agreement shall receive a 4% cost of living adjustment.

IV. LONGEVITY/MERIT INCENTIVE PAY PLAN

4.1 All regular full-time employees covered by this MOU shall be eligible to participate in a longevity/merit incentive pay plan as set forth in this article upon the successful completion of the following conditions:

a) The satisfactory completion of a minimum of five (5) continual years of employment service.

b) A written report based upon a reasonable evaluation of said employee's work performance by his/her supervisor and department head which demonstrates that the employee's work performance merits this additional compensation. The employee affected will receive a copy of said written report.

c) Approval of the recommended merit increase by the City Manager.

Any employee who has met the aforementioned longevity/merit incentive pay plan criteria shall receive such incentive pay for a period of one-year commencing on that employee's employment anniversary date. The longevity/merit incentive pay plan shall be administered in accordance with the following schedule:

Years of Service	Merit Pay Rate
5 years	Base rate of pay + 2%
10 years	Base rate of pay + 3%
15 years	Base rate of pay + 4%
20 years	Base rate of pay + 5%
25 years or more	Base rate of pay + 6%

For the purpose of this article, base rate of pay shall mean the salary classification, range and step to which the employee is assigned. The longevity/merit incentive shall be paid in accordance with the table as a percentage on top of the base rate of pay.

The merit increase pay received by an employee under the provisions of this article shall terminate after one calendar year from the date first received. Thereafter, said employee will be reviewed on the basis of the same criteria as specified in this article and shall be eligible to receive such pay for an additional 12-month period. There shall be no limit to the number of years an employee can receive such pay provided that the criteria set forth above are met. (Added 7/1/86)

V. HEALTH AND WELFARE BENEFITS

5.1 Medical. All regular, full-time IBEW employees are eligible to participate in the City's group medical plans. The City agrees to offer to meet and confer regarding any change in currently offered medical plans/benefits during the term of this agreement. Commencing January 1, 2011, the City and IBEW employees will share in the cost of the medical premium for employee and dependents whereby the City shall pay 90% of the medical premium and the employee will pay 10% of the medical premium. Payments for health care premiums shall be made on a pre-tax basis and will occur on the first and second paycheck of each month. IBEW employees opting

out of the City paid Medical Plan shall receive a monthly stipend in an amount equal to the 2010 lowest cost premium for single coverage ($477/mo.) beginning January 1, 2011. (Amended 7/2010)

Effective July 1, 2016, City's contribution towards health insurance shall be 90% of the July 1, 2015 three Kaiser premium tiers. Effective beginning July 1, 2016 the City and employees shall share health insurance rate increases, using Kaiser as the benchmark, equally. The employee cost share shall not exceed 1% of top step Utility Worker 1, base monthly salary for physical employees and 1% of top step Accounting Clerk I base monthly salary for clerical and administrative employees for each of the three Kaiser premium tiers that an individual selects. Those employees that select Anthem Blue cross will be provided with the same City premium dollar amount as those that select Kaiser and the 1% cap shall not apply. See Exhibit 'B' as an example.

The parties agree to form a Joint Labor Management Cost Containment Committee to consider comparable and less expensive health plan coverage.

5.2 Life. The City will pay the premium for a $75,000 life insurance policy for employees. The City will pay any increased life insurance premium costs which may be incurred during the term of this Memorandum of Understanding in conformance with those rates as set by the City's current insurance carrier – American International Group Life Insurance Company. Additionally, employees may purchase, at their expense, supplemental life insurance as provided by AIG Life. (Amended 7/1/04)

5.3 Dental. All regular, full-time employees are eligible to participate in the group dental plan offered by the City's current dental insurance carrier, Delta Dental of California where under the City shall pay 100% of the premium per employee. Such group dental plan shall cover 80% of the updated 1995 schedule with 100% preventive dental. The City will pay any increased dental insurance premium costs which may be incurred during the term of the Memorandum of Understanding in conformance with those rates as set by the City's insurance carrier, Delta Dental.

5.4 Vision. All regular, full-time employees are eligible to participate in the group visual care plan offered by the City's current vision care plan insurance carrier VSP, where under the City shall pay 100% of the monthly premium. Employees enrolled in Kaiser will not be covered by the VSP vision care insurance and an amount equal to the monthly VSP vision care premium will be applied to the base amount for health insurance as stated in 5.1. The City will pay for one-half of cost of eye glasses damaged or broken on the job with a limit of one pair of eye glasses per year.

5.5 COBRA. The City will provide group health care coverage to terminating employees, retirees and eligible dependents per provisions of the federally mandated Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). (Amended 5/28/95)

5.6 Long-term Disability Insurance. Effective September 1, 1998, the City will pay the monthly premium for a long-term disability insurance plan. Terms of insurance shall include, but not be limited to the following: (1) Amount of Insurance: 67% of monthly salary for a maximum of $6,000 per month; (2) Elimination period: benefits will commence on the 91st day of continuous disability; and (3) Integration of Benefits: Full family. (Amended 7/1/98, 7/1/00)

VI. PUBLIC EMPLOYEES RETIREMENT SYSTEM

6.1 On behalf of its IBEW employees, the City has contracted with the Public Employees' Retirement System (PERS) for retirement benefits. Employees are designated "local miscellaneous" members of PERS; the retirement coverage formula for this group is 2.5% at 55. The City has contracted for additional benefits including: (1) "1959 Survivor Benefit" – Level 4, for which the employee pays $.93 per pay period; (2) Post Retirement Survivor allowance' (3) One Year Final Compensation; and (4) The City will report the value of the Employer Paid Member Contributions (EPMC) to PERS on all reportable compensation. (Amended 7/1/10)

a) Effective the first full pay period following ratification of the IBEW MOU 2010-2013, employees in classifications represented by IBEW shall pay the 8% employee contribution to PERS. The employee contribution is made by a pre-tax payroll deduction of 8%. (Added 7/1/10)

6.2 For IBEW employees hired on or after the effective date of the CalPERS amendment establishing a second tier pension plan for Local Miscellaneous Members, the retirement formula will be 2% at 60. Retirement benefits will be calculated using the average income of the three highest years. The City shall maintain additional CalPERS benefits as follows: 1) "1959 Survivor Benefits" for which employee shall pay $.93 per bi-weekly pay period; 2) Post Retirement Survivor Allowance; and 3) Credit for Unused Sick Leave. Employees will pay the 7% employee contribution to CalPERS. The employee contribution is made by a pre-tax payroll deduction of 7%. (Added 7/1/12)

6.3 PEPRA. The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law amendments in Assembly Bill 340 became law on September 12, 2012 and the provisions were effective January 1, 2013. The City and I.B.E.W. agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013 all employees defined by PEPRA as "New members" in PERS 'Miscellaneous' classifications shall pay 50% of the total normal cost for the new Miscellaneous PERS pension formula of 2%@62, which is currently 6.5% as an employee contribution (on a pre-tax payroll deduction), with a three year final compensation period.

VII. MEAL

7.1 If an employee is required to work two (2) or more hours before regular starting time, the City will provide such employee with a meal. If an employee is required to work more than six (6) hours before regular starting time, the City will provide such employee with two (2) meals. If an employee is called in on an emergency call out more than two (2) hours before regular starting time, the City will further provide such employee with lunch. If the City requires an employee to perform work for one and one-half (1 ½) hours beyond regular quitting time, the City will provide such employee with a meal and shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the city's expense, and shall be taken at a restaurant acceptable to the City and employees, within the City limits unless no restaurant is open at the time provided for meals to be taken. Meal expense limits are established by the City's Administrative Policy regarding City Paid Meals and Per Diem. Employees who elect not to take the overtime meal shall receive one hour's pay at the current overtime rate, in lieu of the meal. (Amended 7/1/81, Amended 7/1/00, Amended 7/1/04, Amended 9/5/06)

7.2 When an employee in a physical position is required to work on non-work days the City will provide meals at intervals of four (4) hours; the first meal shall be four (4) hours after employee reports to work.

7.3 When an employee in a clerical position is required to work extended hours for special projects, such as during the financial audit, budget preparation, and year-end-close, the City will provide such employees with a meal.

VIII. PAYMENT FOR TRAVEL

Employees who attend authorized meetings, classes, and seminars, will be paid for travel time, after a total of one hour's travel on any given day, provided that the actual time traveled is outside the employee's regular work hours. (Added 7/1/88)

IX. EDUCATIONAL REIMBURSEMENT

9.1 Both the City and IBEW encourage and support educational and training programs that provide full-time employees opportunity for personal career development in areas directly related to his/her work. The City will provide reimbursement for courses approved by the City Manager or his designee. The employee shall submit a request in writing stating the course outline and how the course will help on the employee's job and benefit the City. This written request shall be submitted and approved in writing prior to the start of the course. The classes will be taken on the employee's own time.

9.2 Students/employees who receive a "C" grade or better, or , where letter grades are not given, an employee who successfully passes the course, shall be reimbursed for tuition, fees and material costs directly related to the approved course, not to exceed $900.00 per school year. Beginning with fiscal year 2015/2016, the annual amount for education reimbursement will increase to $1,500 per school year.

9.3 If the student/employee leaves the employment of the City within one calendar year of having received such benefit, the employee will pay back to the City three-quarters (3/4) of said semester/quarter reimbursement. If the student/employee leaves the employment of the City within two calendar years of having received such benefit, the employee will payback to the City one-half (1/2) of said semester/quarter reimbursement. Such amount to be deducted from final paycheck.

9.4 At the time of enrollment, the employee shall sign an agreement to abide by the provisions of paragraphs 9.2 and 9.3. (Added 7/1/00)

X. MILEAGE REIMBURSEMENT

Employees shall receive mileage reimbursement for use of their private vehicle for City business at the maximum mileage reimbursement rate allowed by the IRS. (Amended 7/1/86, Amended 7/1/97)

XI. TOOL REIMBURSEMENT

Mechanics will receive a tool reimbursement of $400 per year, payable at the beginning of the fiscal year. Beginning with fiscal year 2015/2016, tool reimbursement will change to a tool allowance of $475 per year, payable at the beginning each fiscal year. (Amended 7/1/14)

XII. BI-LINGUAL PAY INCENTIVE

12.1 During the term of this Memorandum of Understanding, Employees who have the ability to understand and speak Spanish and who use it regularly in the course of their employment shall receive additional compensation at the rate of $100.00 per month. Employees in the Finance Department whose job responsibilities include customer service for utility billing and who are fluent in the Spanish language shall receive $150.00 per month. The department head will determine bi-lingual assignments and eligibility. (Amended 7/1/00; Amended 7/1/04)

12.2 Qualifications for this extra compensation may be proven by certification; however, the City may waive this certification requirement if it is otherwise satisfied as to the bilingual qualifications. Employees receiving bi-lingual incentive pay may be tested for recertification on an annual basis.

XIII. HOLIDAYS

13.1 Holidays with pay for all regular employees shall be as follows:

New Year's Day	-	January 1st
Martin Luther King's Birthday	-	2nd Monday in January
Washington's Birthday	-	3rd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4th
Labor Day	-	First Monday in September
Veteran's Day	-	November 11th
Thanksgiving Day	-	Last Thursday in November
Work Holiday	-	Day after Thanksgiving
Christmas Eve Day	-	December 24th
Christmas Day	-	December 25th
New Year's Eve Day	-	December 31st

13.2 When any of the above holidays fall on a Sunday, the next work day following shall be observed as the holiday. When any of the above holidays fall on a Saturday, the work day preceding shall be observed as the holiday.

13.3 If a holiday falls on a regular employee's non-work day, he/she shall be entitled to have one (1) additional work day off with pay. Such day shall be scheduled in conjunction with the employee's next scheduled vacation under the provisions of Article XIII except that such day may be taken prior to his/her next scheduled vacation with the approval of the supervisor in charge.

13.4 An employee who is required to work on a holiday in accordance with his/her regular schedule, shall in addition to his/her holiday pay be entitled to compensation at the overtime rate of pay for the shift or work period involved.

13.5 If a holiday falls on a regular employee's work day, for employees who work an alternative work schedule commonly known as "9/80", the employee shall receive nine (9) hours holiday pay unless the holiday falls on a day in which they would have been scheduled eight (8) hours as part of the 9/80 work schedule.

XIV. VACATION LEAVE

14.1 Accrual. For purposes of this section, when a part-time employee obtains permanent status, continuous employment includes full-time "temporary" time worked. Employees shall accrue vacation leave as follows:

Length of Continuous Service	Hours Accrued Bi-weekly	Annual Equivalents	
0-2 years	3.08	10	
2+-5 years	3.69	12	
5+-10 years	4.62	15	
10+-15 years	5.54	18	
15+-20 years	6.15	20	
20+-25 years	7.07	23	
25+ years	7.69	25	(Amended 7/1/00)

14.2 Scheduling. To prevent undue interference with the proper and economic rendition of service to the public, the City may designate a reasonable number of employees within a department who may be on vacation at one time. Vacation leave must receive prior approval by the employee's department head/supervisor. In the event that more employees than the number designated request vacation for any given day, preference will be given to employees in order of their service with the City with respect to requests made prior to April 1st, and in the order vacation requests are received thereafter.

An employee may defer his/her vacation in one year and add it to his/her vacation in the next following year. In no event shall an employee defer his/her vacation longer than one (1) year, or be permitted to take more than the total of two (2) vacation periods in any one vacation year. If an employee defers his/her vacation under the provisions of this section, he/she shall take it at the convenience of the City and at such time not to interfere with the regular vacation schedules of other employees.

14.3 Pay Upon Separation. Employees separating from the City service, shall be paid at their current hourly salary rate for all unused accrued vacation hours. No such payment shall be made for vacation hours accumulated contrary to the provisions of these sections. Such payment not to exceed the maximum permissible accrual amount of two times the annual accrual rate.

14.4 Selling Vacation: An employee with a personal emergency may request a buy-out of accrued vacation if he/she has a vacation bank of at least 120 hours and has used at least 40 hours vacation within the previous 12 months. Only one request for vacation buy-out of no more than 50% of the accrued bank may be made within any 12-month period. Such request must be approved by the City Manager. (Added 7/1/00)

XV. SICK LEAVE PROVISIONS

15.1 Accrual: Permanent full-time employees shall accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period of full-time work. Such accrual shall be prorated for such employees who work less than full-time during a pay period.

15.2 Usage: Sick leave is not a right or privilege to be used at the discretion of the employee, but shall be allowed only in the following circumstances:

a) When the employee suffers actual personal illness or injury which incapacitates him/her from performance of duties and necessitates absence from work.

b) The employee's receipt of required medical or dental care or consultation which cannot be reasonably scheduled during off-duty hours.

c) In order for the employee to care for or obtain medical consultation/treatment for a sick or injured member of his/her immediate family, defined as children, parents or spouse. The employee will make reasonable efforts to obtain other care for the member of his/her family. (Amended 7/1/00)

c) Entitlement to Use of Sick Leave: To be entitled to use of sick leave, the employee must satisfy all of the following conditions:

1. The employee must notify his/her supervisor prior to the commencement of the shift for which compensated sick leave is sought, in accordance with departmental policy.

2. Each employee on sick leave (for personal disability) must produce evidence satisfactory to the City describing the nature of the illness. Such evidence may be in the form of a personal affidavit or shall be in the form of a certification by a medical doctor if requested by a supervisor with prior notice to the employee in any of the following situations: (a) excessive sick leave usage; (b) suspected sick leave abuse; and (c) or other just cause. In the event of an extended non-industrial illness or disability, it is the employee's responsibility, if requested by the supervisor, to provide medical reports on a scheduled basis.

   If the employee is ill or disabled for more than 5 consecutive work days, the employee shall present to the City, before returning to work, a certification by a medical doctor describing the nature and extent of the illness or disability and confirming that the employee has recovered sufficiently to assume light duty, if available, or has recovered fully and is able to perform regular work without restrictions. (Amended 7/1/00)

3. Each employee on sick leave for the care or medical consultation/treatment of an immediate family member will follow the required procedures. The City reserves the right to take such reasonable action it deems necessary to confirm or verify this use of sick leave.

4. Notwithstanding the foregoing sections, the City reserves the right to take such actions as it deems necessary to confirm or verify actual illness or disability

5. Any employee who has worked for the City for at least 12 months is entitled to 12 weeks of unpaid, job-protected leave under the Family Medical Leave Act of 1993 (FMLA) to attend to the "serious health condition" of the employee's child, spouse or parent. Said employee may use accrued sick leave under the FMLA. Under Labor Code Section 233, and employee may use up to one half of the annual sick leave accrual to care for an "ill" child, spouse or parent. (Added 7/1/00)

15.3 Pay Upon Retirement: An employee who retires, will be entitled to payment at the employee's then existing salary for fifty percent (50%) of the employee's accumulated and unused sick leave credit, but in no case will payment exceed 800 hours for less than 30 years of service. Employees with 30+ years of service will be entitled at their option to cash out or contribute up to 1,000 hours of accrued sick leave to their ICMA Vantage Care Retiree Health Savings Account. (Amended 7/1/04, Amended 9/5/06, Amended 7/1/14)

15.4 Sick Leave Bonus: Beginning FY 2000-2001 and continuing each fiscal year thereafter, an employee who has a minimum of 540 hours of accrued sick leave will have the option of converting the balance of any of the 12 days accrued during the previous fiscal year, which have not been used, to an equivalent contribution to the employee's ICMA Vantage Care Retiree Health Savings Account. Those employees who, at the beginning of FY 2000-2001, have a minimum of 1200 hours of accrued sick leave and over 25 years of City service will have the option to contribute the equivalent of 12 days from their sick leave bank to their ICMA Vantage Care Retiree Health Savings Account each fiscal year regardless of the number of hours of sick leave used during that fiscal year. (Added 7/1/00, Amended 7/1/04)

15.5 Concurrent Holiday and Sick Leave: If a holiday, which an employee is entitled to have off with pay, occurs while an employee is absent on sick leave, he/she shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

XVI. LEAVE OF ABSENCE

16.1 Leaves of absence may be granted by the City, not to exceed six (6) months.

16.2 Inability to return to work due to medical necessity, after an employee's sick leave has been exhausted, will be considered as an urgent and substantial reason and in such cases a leave of absence will be granted. A leave of absence will commence on and include the first work day on which the employee is absent without pay and terminates with and includes the work day preceding the day the employee returns to work. (Amended 7/1/86)

16.3 All applications for leave of absence shall be made in writing and the approval shall be writing. Such approval, by the City Manager, must be made prior to the leave. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the City in conjunction with the granting of the leave of absence. An employee's status as a regular employee will not be impaired by such leave of absence. If an employee fails to return immediately on the termination of his/her leave of absence or if he/she accepts other employment while on leave without consent of the City, he/she will forfeit the leave of absence and terminate his/her employment with the City. (Amended 7/1/86)

XVII. ABANDONMENT OF POSITION

Absence from duty by an employee without proper authorization in excess of five continuous working days shall constitute abandonment of the position by the employee. On the fifth day of the absence, the department head shall provide written notice to the employee of the abandonment of position status. The employee shall have five days from the date of the notice to respond in writing. Should the employee fail to respond to the notice or adequately justify the reason for the failure to obtain authorization for the leave, the abandonment of position shall be considered an automatic resignation of employment with the City.

XVIII. MATERNITY LEAVE

18.1 Maternity leave shall commence on the date stated by the employee's attending physician that the employee is no longer capable of performing the duties of her position.

Upon the advice of her physician, the employee must request a temporary transfer to a less strenuous or hazardous position which she is qualified to perform and which carries the same or lower salary. The employee's request will be approved only if it can be reasonably accommodated. However, nothing herein shall result in the displacement or transfer of other employees in permanent positions or in the performance of unnecessary work.

Where it is the opinion of the department head that the employee should be placed on leave sooner than prescribed by her physician due to her inability to effectively and safely perform the duties of her regular position or of one to which she has been, or could otherwise be, temporarily transferred, the employee may be required to undergo examination by a second physician. The cost of this examination shall be paid by the City.

The employee shall be entitled to utilize sick leave benefits on the same basis as other employees who are temporarily disabled due to a non-industrial illness or injury. When the pregnant employee is on a paid leave status, service credits shall continue to accrue and the City shall continue payments toward group insurance and retirement coverage.

Upon expiration of the approved maternity leave, the employee shall be reinstated to her former position, or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off. Prior to the employee's being reinstated, the department head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

An employee may, at the conclusion of her disability, request a leave of absence as provided in this Memorandum of Understanding.

18.2 Child Care Leave. A regular employee who has exhausted her maternity leave as set forth above or who has adopted a child, may apply for a leave of absence as provided in Section XV of this Memorandum of Understanding. In such case, it will be presumed that the employee has presented an urgent and substantial personal reason for such leave to be granted.

XIX. BEREAVEMENT LEAVE

A maximum of three (3) days paid bereavement leave will be granted regular employees upon death or critical illness of a member of their immediate family including, father, mother, brother, sister, wife, husband, child, step child, daughter-in-law, son-in-law, grandparents or grandchild. An additional day may be taken if the employee is required to travel 500 miles or more. In addition to this bereavement leave, employees will be allowed to use accrued sick leave or vacation leave requested for bereavement. (Amended 7/1/86, 7/1/04)

XX. JURY DUTY

No deductions shall be made from the salary of any employee while the employee is on jury duty provided the employee shall reimburse the City any compensation received, less any mileage and expense allowance, received as a juror. Employees shall inform the Department Head/Supervisor of impending jury duty within two working days of receiving said order. (Amended 7/1/88)

XXI. COMPENSATION FOR ILLNESS OR INJURY INCURRED IN COURSE OF EMPLOYMENT

When an employee is compelled to be absent from his/her work duty due to injuries or illness arising out of or in the course of this employment, he/she shall be eligible for supplemental benefits for a period of ninety (90) days. Such benefits shall commence with the first day of absence immediately following the day of disability. The amount of supplemental payment payable for each day of absence shall be ninety percent (90%) of the employee's basic weekly wage rate divided by five (5), less the sum of any payment to which he/she may be entitled under the Worker's Compensation and Insurance Chapters of the State Labor Code.

If at the end of said ninety (90) days, an employee is still unable to return to work, he/she may use his/her accumulated sick leave to supplement any payment to which he/she may be entitled under the Worker's Compensation and Insurance Chapters of the State Labor Code.

XXII. SAFETY

22.1 The City desires to maintain a safe place of employment for City employees and to that end, shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

In order to accomplish this, the City shall:

a) Take steps to assure that capable, responsible supervision regularly makes inspections of all operations on the job site.

b) Take adequate steps to control job hazards; both unsafe physical conditions, including methods and processes, and unsafe actions of people.

c) Assure that "toolbox" or "tailgate" safety meetings are held on all jobs in order to brief the employees on hazards connected with the work to be performed, to plan the work and to emphasize safety in the performance of the work.

d) Hold regular monthly safety meetings for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions, familiarizing employees with safe work procedures and applicable State Safety Orders and providing training in first aid. Monthly safety meetings shall be a minimum of one (1) hour long.

e) City management shall cooperate with the Safety Chairman in preparing an agenda for the monthly meetings.

22.2 Relative to the Electric Department, the following provisions apply:

a) As determined by the Electric Utility Director, employees will not be required to work with energized circuits during rainy weather except in extreme emergencies where there exists a threat to life or property. In the event that a disagreement arises between the employees and the City over what constitutes rainy weather, the Electric Utility Director will personally visit the work site before directing employees to work with energized circuits. During rainy weather, employees will be required to perform other miscellaneous duties in support of other City functions or may receive first aid, safety, or other training and instructions as directed by the Director. (Added 7/1/81)

b) Only qualified employees shall take clearance on electrical equipment. (Added 7/1/86)

22.3 The City at its expense shall furnish all employees who so require in order to perform their work in a safe manner safety glasses, either regular or prescription, and/or safety goggles. The City at its expense shall replace damaged safety glasses if turned into supervisor/department head. Lost glasses will be replaced once per year. (Amended 7/1/86)

22.4 The City shall provide all affected employees with protective footwear in accordance with Cal OSHA Standard 1910.136. (Amended 7/1/00, Amended 7/1/04, Amended 7/1/14)

22.5 The City shall pay for employees to receive Hepatitis A and B shots. Immunizations shall be voluntary for office personnel and mandatory for field personnel, unless otherwise directed by a physician. (Amended 7/1/10)

22.6 The City, at its expense, shall furnish employees in the following classifications: Wastewater Operators, Utility Operator, Utility Operator In-Training, Park Maintenance and Utility Workers, pants and tee-shirts to wear at all times when on duty. The City shall be responsible for the normal maintenance of City supplied work clothes on a weekly basis. (Added 7/1/00; Amended 7/1/04)

XXIII. DISCIPLINE

23.1 Action by City. The City may discharge, suspend, demote or reduce in salary, any permanent employee for reasons including but not limited to dishonesty, insubordination, incompetence, willful negligence, failure to perform work as required or failure to comply with or violation of the City's rules regarding safety, conduct and operations, chronic absenteeism, misstatement of fact on an application or other personal document, falsification of records, unfitness for duty, failure to comply with the requirements of a failed drug test under the City's Department of Transportation drug and alcohol testing program and absence without authorized leave. Any discharged, suspended or demoted employee, or an employee whose salary has been reduced for disciplinary reasons, shall be furnished the reasons for such action in writing. In the event an employee feels that the discharge, suspension, demotion or salary reduction is unjust she/he shall have the right to appeal the case through the grievance procedure within five (5) working days from the date of the actual disciplinary action. (Amended 7/1/00)

23.2 Notice of Disciplinary Action. The City shall provide the affected employee with written notice prior to taking disciplinary action, except where circumstances dictate the City taking immediate action to remove the employee from the work place. In such cases, written notice, as set forth below, shall be provided the employee within two (2) working days of the action.

In all cases, written notice of disciplinary action shall be served on the employee personally or by registered mail, return receipt, with a copy of the notice to be placed in the employee's personnel file. The written notice shall contain the following information:

a) The type of disciplinary action.

b) The effective date of the action.

c) The reason or cause for the action.

d) That the employee shall be furnished copies of all material upon which the action is based.

e) That the employee has the right to respond, either orally or in writing, to the authority initially imposing the discipline.

Except in instances where disciplinary action must be imposed immediately, the notice shall be provided the employee no later than five (5) working days before the disciplinary action is to be effective. Where immediate disciplinary action has been imposed, such action will not become final until the aforementioned notice has been provided no less than five (5) working days from the receipt of the notice to respond to the authority initially imposing the discipline.

Once the proposed disciplinary action has been imposed, the affected employee shall have the right to appeal. Such appeals shall be filed directly at the third step of the grievance procedure set forth in this Memorandum.

Probationary employees may be discharged for any reason which, in the sole opinion of the City, is just and sufficient.

XXIV. GRIEVANCE PROCEDURE

24.1 Definition of Grievance. A grievance shall be defined as any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding during its term.

24.2 Steps in Grievance Procedure.

Step 1 – An employee who has a grievance may individually or through the shop steward bring it to the attention of his/her immediate supervisor/division head within thirty (30) calendar days of the occurrence of the act which is the basis of the dispute or the date the grievant reasonably became aware, or should have reasonably become aware, whichever date is later. If the employee and the immediate supervisor/division head are unable to resolve the grievance at this step within five (5) working days of the date of the grievance is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance as set forth in Step 2.

Step 2 – An employee dissatisfied with the decision of the immediate supervisor in Step 1, may submit the grievance in the manner provided below to his/her department head within seven (7) days from the date of the immediate supervisor's decision. If the supervising officer is the department head, the written grievance shall be submitted to the Assistant City Manager. The department head shall respond to the grievance, in writing, within seven (7) working days from the date of its receipt.

a) The name of the grievant;
b) The grievant's department and specific work site;
c) The name of the grievant's immediate supervisor;
d) A statement of the nature of the grievance including date and place of occurrence;
e) The specific provision, policy or procedure alleged to have been violated;
f) The remedies sought by the grievant;
g) The name of the individual organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.

Step 3 – If the employee is dissatisfied with the decision of the department head in Step 2, she/he may submit the grievance to the Assistant City Manager or other designated City official within ten (10) working days from receipt of the department head's response. The Assistant City Manager, or other designated City official, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period, the Assistant City Manager, at this discretion, may conduct an informal hearing involving the parties to the dispute.

Step 4 – If the grievance is not settled at Step 3, it shall be submitted to the State Conciliation Service for advisory arbitration. The representative of the Conciliation Service shall be selected by the parties from a panel of three (3) submitted by the State Conciliation Service and each party shall have the right to challenge one (1) name from the panel, first challenge to be determined by lot, and the remaining name shall be the advisory arbitrator. The decision of the arbitrator shall not be binding on either party but shall be advisory to the City Manager whose decision is considered final and binding.

24.3 Duty of the Arbitrator. Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Memorandum of Understanding applicable to the grievance and the arbitrator shall not add to, subtract from, modify or disregard any of the terms or provisions of the agreement.

The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment, specifically covered by the Memorandum of Understanding or to revise, modify or alter, in any respect, any provision contained in the Memorandum.

24.4 Payment of Costs. Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. Either party shall have the right to a reporter's transcript of the hearing provided that this cost is borne by the party requesting. If the other party elects to utilize a copy of the transcript, the entire costs shall be divided equally. All fees and expenses of the arbitrator shall be borne one-half by the City and one-half by the grievant.

24.5 Effective of Failure of Timely Action. It is the desire of the parties that grievances should be resolved on their merits and not for failure to meet specified time periods. However, timely resolution of grievances is also desirous, therefore:

a) Should an employee fail to file an appeal within the required time period, at Step 2, 3 or 4, the City will so notify the employee. If the employee fails to file an appeal within an additional five working days, the grievance will be considered abandoned.

b) Should the City fail to respond to a grievance within the required time period, at any level, the union will so notify the appropriate supervisor/manager with a copy to the City Manager. If the City fails to respond to the grievance within an additional five working days, the grievance shall be considered resolved in favor of the employee, but will not have any precedent setting value. The time limits may be extended by mutual agreement between the representative of the employee organization and the representative of the City. (Amended 7/1/86)

XXV. SENIORITY

Seniority is defined as total length of continuous service with City. In determining an employee's seniority, the continuity of his/her service will be deemed to be broken by termination of employment by reason of: (1) resignation; (2) discharge for cause; (3) lay-off for more than one (1) year; (4) failure to return immediately on the expiration of a leave of absence or acceptance of other employment while on leave of absence, or (5) absence without pay, without notifying the City within five (5) work days, unless a leave of absence has been obtained. Continuity of service will not be broken and seniority will accrue when an employee: (1) is inducted, enlists or is called to active service in the Armed Forces of the United States, or service in the Merchant Marines, under any Act of Congress which provides that the employee is entitled to pre-employment rights; (2) is on duty with the National Guard, (3) is absent due to industrial injury, (4) is on leave of absence, (5) is on maternity leave and (6) is absent due to layoff for a period of less than a year. (Amended 7/1/00)

XXVI. PROBATION PERIODS

26.1 Duration. All original and promotional appointments shall be tentative and subject to a probationary period of not less than six (6) months of actual service from the date of probationary appointment or promotion and may be extended by the City Manager or Department Head for a period of not to exceed an additional six months. The City shall prepare and give copies of an evaluation report to each probationary employee after the 3rd and 5th months of each probationary period.

The probationary period of an employee who is granted a leave of absence, maternity or any other disability leave, shall be extended by the duration of the leave from the position for which probation is being served.

26.2 Rejection. The City Manager may terminate a probationary employee at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section XXII-Grievance hereof, unless the employee alleges that the termination was due to discrimination prohibited by City, State or Federal Statutes or Regulations. If such discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority.

26.3 Promotional Probation. An employee who previously completed the requisite probationary period and who is rejected because of subsequent probationary period for a promotional appointment, shall be reinstated to the former position from which the employee was promoted, provided that this Subsection shall not be construed so as to prohibit the City from discharging any employee during a subsequent promotional probationary period for those reasons and causes set forth in Section XXI-Discipline, of the Memorandum of Understanding.

26.4 Promotional Transfers. Employees who transfer to new position shall be required to undergo a new probationary period in the position into which transferred.

XXVII. VACANCIES

27.1 The City will post all job announcements for vacant positions and accept applications from City employees. (Amended 7/1/00)

a) If one or more applicants are determined to possess the minimum qualifications for the vacant position; the following procedure may be utilized:

Option 1 the qualified employee with the greatest amount of seniority may be appointed to the position; **or**

Option 2 a closed examination may be conducted. Applicants will be considered in order of their total score, provided however, if two candidates are determined to be relatively equally qualified, the employee with the greatest seniority will be given preference.

b) If the department head determines that it is not in the best interest of the City to utilize either Option 1 or 2 above, he/she may request in writing that the City Manager begin an open competitive recruitment. Such written request will be sent to those employees who applied, the employees' union representative and the union. Either the union representative or individual applicants may submit to the City Manager, within five working days, a written response to the department head's memo. The City Manager will evaluate all data and, at his/her sole discretion, will make the determination to open or close the recruitment.

c) If a determination is made to hold a closed recruitment, then provisions of Option 2 as stated above will apply.

d) If a determination is made to hold an open, competitive recruitment, the City will appoint from the top five candidates. City services will be considered along with tests results.

XXVIII. DEMOTION AND LAYOFF

28.1 When it becomes necessary for the City to lay off regular employees, the City will give employees involved as much notice as possible, but in no event will such employees be given less than two (2) weeks' notice of layoff. When probationary employees are to be laid off, no notice of layoff is required. Layoff in all cases due to lack of work will be determined by an employee's seniority. An employee whose job is being eliminated may elect to displace an employee in a lower classification, if he/she is qualified to perform the duties of the lower classification, and if his/her seniority is greater than that of the employee in the lower classification.

28.2 Regular employees who are laid off will be given preference in filling future vacancies if they keep the City advised of their current address.

28.3 The City guarantees no layoffs for IBEW Members during the 2012-2013 fiscal year. (Added 7/1/12).

28.4 Side letter dated 7/6/2011 regarding Engineering Aide has been incorporated into this MOU with the understanding that # 7 of the side letter is no longer in force or effect.

XXIX. TEMPORARY AND PART-TIME EMPLOYEES

29.1 All provisions of this Memorandum of Understanding shall apply to all full-time permanent employees within the bargaining unit. Any employee who works an average of thirty-five hours a week or greater for six months shall be considered a full-time employee.

29.2 Temporary employees who work for six months at an average of thirty-five hours or more per week, may receive benefits afforded full-time employees, subject to REMIF rules and

regulations. The City will inform the employee and the union will be advised of the duration of temporary assignments.

29.3 Regular part-time employees who work an average of 20 hours per week or greater (but less than 35 hours per week) for six months shall be entitled to the following benefits:

a) Accrual of vacation and sick leave: employees who work between 20 and 27 hours will be placed in leave group #4 and earn vacation and sick leave at 63% of the full-time accrual rate; employees who work between 28 and 35 hours per week will be placed in leave group #5 and earn vacation and sick leave at 87% of the full-time accrual rate.

b) Holidays: when a holiday falls on a part-time employee's regularly scheduled work day, he/she will receive compensation at the straight-time rate for the number of hours regularly worked.

c) Health and Welfare: employees may enroll in health, dental, vision, and life insurance plans offered to full-time employees. Part-time employees shall pay 50% of the premium costs and the City will pay 50%.

29.4 Part-time employees who are notified of a change in their shift after the end of their immediately preceding shift will be paid time and one-half for the first shift for which late notice was given.

29.5 The City will not use part-time employees to avoid the use of full-time positions where operational needs indicate that the task would be appropriately performed by a full-time position. (Amended 7/1/84)

29.6 All temporary, part-time and seasonal employees hired to full-time status will be given credit for prior service with the City of Healdsburg for the purpose of incorporating them into the Longevity/Merit Pay Plan. Prior service credit for longevity will be applied as follows:

a) Temporary, part-time and seasonal employees hired to full-time status before 7/1/2011 will be given longevity credit to their initial hire date.

b) Temporary, part-time and seasonal employees hired to full-time status on or after 7/1/2011 will be given longevity credit based on total hours worked divided by 2080 hours to determine amount of longevity service credit the employee is eligible for. Prior service credit will be used to establish the employee's longevity date.

XXX. UNPAID FURLOUGHS

30.1 All regular full-time IBEW employees will take 48 unpaid furlough hours in FY 10-11, FY 11-12 and FY 12-13. For FY 10-11, pay reductions to generate savings through the furloughs shall be deducted uniformly over the remaining pay periods between the first full pay period following ratification of the MOU and the end of the fiscal year on June 30, 2011. (Amended 7/1/12)

a) IBEW employees assigned to City Hall and the CDC shall furlough when offices are closed to the public during the Christmas and New Year Holiday, however there may be limited exceptions to this rule due to the operational needs of a department.

b) IBEW Employees in operations where closure is not possible shall participate by taking 48 furlough hours in FY 10-11, with dates to be determined jointly by the employee and the affected Department Head.

c) Employees who are on a furlough day shall not be required to report to work except in the case of an emergency. In the event an employee reports to work, the employee shall be credited with the furlough day and paid in accordance with sections 2.6 and 2.7 of the MOU.

XXXI. OUTSIDE EMPLOYMENT

No full-time employees of the City of Healdsburg shall follow any other calling or occupation or engage in any business that will tend to impair the efficiency of such employee or be incompatible with his/her position with the City or that would affect the relationship between the City and the business community. Before accepting any other position or engaging in any other business the employee will obtain the approval of this department head. If the department head finds that any particular employment violates this policy, he/she shall withhold his/her approval of such outside employment. The decision of the department head is subject to review by the City Manager at the request of the employee. The decision of the City Manager shall be final.

XXXII. NO STRIKE

32.1 Continuous and uninterrupted service by the City and its employees to the citizens and orderly collective bargaining relations between the City and its employees being essential considerations of this Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit downs, or slowdowns or a concerted refusal to render services at any time during the term of this Agreement.

32.2 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike or work stoppage.

XXXIII. MANAGEMENT RIGHTS

33.1 The Management of the City and its business and the direction of its working forces are vested exclusively in the City, and this includes, but is not limited to, the following: to direct and supervise the work of its employees, to hire, promote, demote, transfer, suspend and discipline or discharge for just cause, to plan direct, and control operations, to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improved methods or facilities, to maintain discipline and efficiency of employees, to establish and change production standards, determine the qualifications of employees; to regulate quality and quantity of production; and to determine the content of job descriptions, provided, however, that all of the foregoing shall be subject to the provisions of this Memorandum of Understanding. (Added 7/1/77)

33.2 In the interest of economy, job security, timeliness and quality control, all City departments will make every reasonable effort to use City employees for all work. The parties explicitly recognize the benefits of a productive, motivated City work force. The City may contract out work covered under this Agreement provided: (a) such contracting out of work will not cause a lay-off of employees covered under this Agreement, **or** (b) all of the following conditions are met:

1. The function or functions subject to being contracted out have been part of a gain sharing program agreed upon by the City and Union for at least twelve (12) months prior to the RFP; **and**

2. Notification has been given to the Union and the City's intent to submit a RFP at least thirty (30) days prior to submission of the RFP; **and**

3. The RFP is based upon prevailing wage rates for Sonoma County in the area of discipline for which the contract is to be let; **and**

4. If there are qualified bids that are at least 10% lower than the projected cost to the City of performing the functions in question with City employees, the affected employee or employees and the Union will be given six (6) months in which to reduce the projected cost to the City of performing the function in question with City employees to 110% of the qualified bid, while meeting all requirements of bid; **and**

5. If work is contracted out under this subsection, any employee who does not affect a displacement pursuant to Section 27.1 of this Agreement and is laid off will be paid a Severance Allowance in an amount equal to two weeks' pay for five to nine years of service; four weeks' pay for ten to fourteen years of service; six weeks' pay for fifteen years or more of service. (Added 7/1/95)

XXXIV. WAIVER AND FINALITY

The provisions set forth above are final, and no change or modification shall be offered, urged or otherwise presented by the International Brotherhood of Electrical Workers, Local 1245, prior to June 2013, provided, however, that nothing herein shall prevent the IBEW, Local 1245 and the City Manager from meeting and conferring and making modifications here by mutual consent. (Added 12/4/78, Amended 7/1/79 and 7/1/80)

XXXV. SEPARABILITY

In the event that any provision of this Memorandum of Understanding is declared by a Court of competent jurisdiction to be illegal or unenforceable that provision of this Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect. (Added 12/4/78)

XXXVI. DURATION

36.1 The foregoing "Rules Governing Employment Conditions, Salaries Benefits for Employees of the City of Healdsburg Represented by Local 1245, IBEW", shall take effect upon their adoption by the City Council of the City of Healdsburg and shall remain in effect unless changed by the City Council in accordance with the meet and confer provisions of the Government Code of the State of California.

36.2 The City shall not, during the life of this agreement, abrogate or change any condition of employment within the scope of the meet and confer process unless provided for within agreement or without first meeting and conferring in good faith.

36.3 It is the intent of the parties to commence negotiations no later than 90 calendar days prior to the expiration date of the current MOU. Once either party has made a request to commence negotiations the parties agree to meet no later than 60 calendar days prior to the expiration date of the current MOU.

36.4 Because of time restraints in compiling, reviewing and adopting the annual budget, every effort will be made to conclude meet and confer sessions prior to the last Monday in May of each year.

36.5 This Memorandum of Understanding shall be effective March 16, 2015, and shall remain in full force and effect up to and including June 30, 2017. By written agreement, the parties may at any time during the life of this Memorandum of Understanding open negotiations on any issue and may substitute new agreements for any provision of the Memorandum. (Amended 7/1/04, 9/5/06, 7/1/10, 7/1/14)

XXXVII. RATIFICATION

The designated representatives of the City of Healdsburg and Local Union 1245, International Brotherhood of Electrical Workers having met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, submit the following amendments to the "Rules Governing Employment Conditions, Salaries and Benefits for Employees of the City of Healdsburg represented by Local 1245 IBEW" to the City Council of the City of Healdsburg for its determination with the recommendation that they be adopted.

Signed this 16th day of March, 2015, by the following persons:

City of Healdsburg

David Mickaelian, City Manager

Designated Representatives - Local Union 1245, IBEW

Tom Dalzell, Business Manager

Al Fortier, I.B.E.W. Business Representative

Jason Hageman, Shop Steward

Art Cruz, Shop Steward

Ethan Cottrell, Shop Steward

Valerie Macor, Employee Representative

Allen Roseberry, Employee Representative

Approved by City Council Resolution No. __-2015.

EXHIBIT 'A'
GENERAL WAGE ADJUSTMENTS

JOB CLASSIFICATION	Current		Upon Adoption of MOU		Effective 7/1/16	
Physical Employees	Range	Monthly Salary	Range	Monthly Salary	Range	Monthly Salary
Apprentice Meter Technician	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Building Inspector I	262	$5,451-$6,652	267	$5,729-$6,991	271	$5,962-$7,275
Building Inspector II	268	$5,787-$7,061	273	$6,082-$7,421	277	$6,329-$7,722
Building Inspector Trainee[1]	262	$5,451	267	$5,729	271	$5,962
Building Maintenance Worker I	226	$3,810-$4,649	231	$4,004-$4,886	235	$4,167-$5,084
Building Maintenance Worker II	237	$4,251-$5,187	242	$4,468-$5,451	246	$4,649-$5,673
Bus Driver	212	$3,323-$4,044	217	$3,489-$4,251	221	$3,627-$4,423
Electric Engineering Technician I	267.5	$5,758-$6,998	272.5	$6,052-$7,357	276.5	$6,297-$7,655
Electric Engineering Technician II	272.5	$6,052-$7,357	277.5	$6,361-$7,732	281.5	$6,619-$8,046
Electric Line Foreman	287	$6,991-$8,530	292	$7,347-$8,965	296	$7,646-$9,329
Electric Lineman	277.5	$6,361-$7,732	282.5	$6,685-$8,126	286.5	$6,957-$8,457
Electric Lineman Apprentice	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Electric Materials Technician	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Electric Technician (Electrical)	281	$6,586-$8,036	286	$6,922-$8,446	290	$7,203-$8,789
Engineering Technician	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Equipment Mechanic	260	$5,344-$6,520	265	$5,616-$6,853	269	$5,844-$7,131
Equipment Mechanic II	269	$5,844-$7,131	274	$6,143-$7,495	278	$6,392-$7,799
Equipment Operator	242.5	$4,490-$5,447	247.5	$4,718-$5,748	251.5	$4,910-$5,975
Equipment Service Writer/Mechanic	274	$6,143-$7,495	279	$6,456-$7,877	283	$6,718-$8,197
Equipment Services Supervisor	278.5	$6,424-$7,808	283.5	$6,752-$8,208	287.5	$7,026-$8,540
Facilities Worker	217	$3,489-$4,251	222	$3,663-$4,468	226	$3,810-$4,649
Industrial Electrician	272	$6,022-$7,347	277	$6,329-$7,722	281	$6,586-$8,036
Industrial Machinist	263	$5,506-$6,718	268	$5,787-$7,061	272	$6,022-$7,347
Instrumentation Technician	272	$6,022-$7,347	277	$6,329-$7,722	281	$6,586-$8,036
IS Network Technician	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Laboratory Technician I	242	$4,468-$5,451	247	$4,695-$5,729	251	$4,886-$5,962
Laboratory Technician II	252	$4,935-$6,022	257	$5,187-$6,329	261	$5,397-$6,586
Laboratory Technician III	262	$5,451-$6,652	267	$5,729-$6,991	271	$5,962-$7,275
Lead Electric Technician	287	$6,991-$8,530	292	$7,347-$8,965	296	$7,646-$9,329
Maintenance Custodian	222	$3,663-$4,468	227	$3,848-$4,695	231	$4,004-$4,886
Maintenance Electrician	271.5	$5,992-$7,284	276.5	$6,297-$7,655	280.5	$6,553-$7,965
Maintenance Worker	195.5	$2,829-$3,438	200.5	$2,970-$3,610	204.5	$3,088-$3,754
Meter Reader I	226	$3,810-$4,649	231	$4,004-$4,886	235	$4,167-$5,084
Meter Reader II	237	$4,251-$5,187	242	$4,468-$5,451	246	$4,649-$5,673
Meter Technician	277.5	$6,361-$7,732	282.5	$6,685-$8,126	286.5	$6,957-$8,457
Operator In Training	245	$4,603-$5,616	250	$4,838-$5,903	254	$5,034-$6,143
Parks and Facilities Aide	178	$2,385-$2,899	183	$2,504-$3,044	187	$2,603-$3,164
Parks Caretaker I	226	$3,810-$4,649	231	$4,004-$4,886	235	$4,167-$5,084
Parks Caretaker II	235	$4,167-$5,084	240	$4,380-$5,344	244	$4,557-$5,561
Public Works Field Technician	262	$5,451-$6,652	267	$5,729-$6,991	271	$5,962-$7,275
Public Works Inspector	262	$5,451-$6,652	267	$5,729-$6,991	271	$5,962-$7,275
Public Works Materials Technician	243	$4,512-$5,506	248	$4,742-$5,787	252	$4,935-$6,022
Sewer Plant Operator I	228	$3,887-$4,742	233	$4,085-$4,984	237	$4,251-$5,187

(1) *The Building Inspector Trainee position is a full-time temporary position designed to allow employees training opportunity for entry into the Building Inspector I/II classifications. Upon completion of one (1) year employment, the incumbent(s) in the Building Inspector Trainee position will move into the Building Inspector I/II series, at which time the Building Inspector Trainee position will cease to exist.*

EXHIBIT 'A' CONTINUED
GENERAL WAGE ADJUSTMENTS

JOB CLASSIFICATION	Current		Upon Adoption of MOU		Effective 7/1/16	
Physical Employees	Range	Monthly Salary	Range	Monthly Salary	Range	Monthly Salary
Public Works Inspector	262	$5,451-$6,652	267	$5,729-$6,991	271	$5,962-$7,275
Public Works Materials Technician	243	$4,512-$5,506	248	$4,742-$5,787	252	$4,935-$6,022
Sewer Plant Operator I	228	$3,887-$4,742	233	$4,085-$4,984	237	$4,251-$5,187
Sewer Plant Operator II	241.5	$4,445-$5,419	246.5	$4,672-$5,690	250.5	$4,862-$5,921
Sewer Plant Operator III	251.5	$4,910-$5,975	256.5	$5,161-$6,274	260.5	$5,370-$6,528
Storekeeper	243	$4,512-$5,506	248	$4,742-$5,787	252	$4,935-$6,022
Supervisor/Lead Person-Heavy Maintenance	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Supervisor/Lead Person-Streets and Traffic	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Utility Maintenance Foreman	247	$4,695-$5,729	252	$4,935-$4,935	256	$5,135-$6,266
Utility Operator	272	$6,022-$7,347	277	$6,329-$7,722	281	$6,586-$8,036
Utility Service Worker I	224	$3,736-$4,547	229	$3,925-$4,790	233	$4,085-$4,984
Utility Technician	247	$4,695-$5,729	252	$4,935-$4,935	256	$5,135-$6,266
Utility Worker I	226	$3,810-$4,649	231	$4,004-$4,886	235	$4,167-$5,084
Utility Worker II	237	$4,251-$5,187	242	$4,468-$5,451	246	$4,649-$5,673
Utility Worker/Street Sweeper	240	$4,380-$5,344	245	$4,603-$5,616	249	$4,790-$5,844
Villa Maintenance Worker	180	$2,431-$2,955	185	$2,553-$3,103	189	$2,655-$3,227
Wastewater Foreman	282	$6,652-$8,116	287	$6,991-$8,530	291	$7,275-$8,877
Water Foreman	282	$6,652-$8,116	287	$6,991-$8,530	291	$7,275-$8,877
Water Systems Mechanic	240	$4,380-$5,344	245	$4,603-$5,616	249	$4,790-$5,844
Water Treatment Operator II	245	$4,603-$5,616	250	$4,838-$5,903	254	$5,034-$6,143
Water Treatment Operator III	255	$5,084-$6,204	260	$5,344-$6,520	264	$5,561-$6,785
MEA Positions [2]						

JOB CLASSIFICATION	Current		Upon Adoption of MOU		Effective 7/1/16	
Clerical/Administrative Employees	Range	Monthly Salary	Range	Monthly Salary	Range	Monthly Salary
Accounting Assistant	241	$4,423-$5,397	246	$4,649-$5,673	250	$4,838-$5,903
Accounting Clerk I	216	$3,454-$4,209	221	$3,627-$4,423	225	$3,772-$4,603
Accounting Clerk II	226	$3,810-$4,649	231	$4,004-$4,886	235	$4,167-$5,084
Accounting Technician	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Administrative Specialist	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Assistant Planner	242	$4,468-$5,451	247	$4,695-$5,729	251	$4,886-$5,962
Community Development Technician	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Department Secretary	236	$4,209-$5,135	241	$4,423-$5,397	245	$4,603-$5,616
Junior Account Clerk	189.5	$2,668-$3,243	194.5	$2,802-$3,405	198.5	$2,913-$3,541
Office Aide	181.5	$2,467-$2,999	186.5	$2,590-$3,149	190.5	$2,694-$3,274
Office Assistant I	205.5	$3,118-$3,791	210.5	$3,274-$3,984	214.5	$3,405-$4,146
Office Assistant II	222	$3,663-$4,468	227	$3,848-$4,695	231	$4,004-$4,886
Purchasing Specialist	251	$4,886-$5,962	256	$5,135-$6,266	260	$5,344-$6,520
Records Management Technician	236	$4,209-$5,135	241	$4,423-$5,397	245	$4,603-$5,616
Storekeeper/Records Technician	243	$4,512-$5,506	248	$4,742-$5,787	252	$4,935-$6,022
Recreation Coordinator I	208	$3,196-$3,887	213	$3,356-$4,085	217	$3,489-$4,251
Recreation Coordinator II	218	$3,523-$4,293	223	$3,699-$4,512	227	$3,848-$4,695
Senior Accounting Clerk	236	$4,209-$5,135	241	$4,423-$5,397	245	$4,603-$5,616
Senior Office Assistant	236	$4,209-$5,135	241	$4,423-$5,397	245	$4,603-$5,616
MEA Positions [2]						

(2) *Per approved Side Letter dated 9/12/10, the following unfilled MEA positions will be added to the list of classifications represented by IBEW Local 1245 effective August 29, 2010 with the salary range to be reviewed and subsequently established at the time the positions are filled: Administrative Assistant, Assistant Engineer, Junior Engineer, Planning Technician, Public Works Maintenance Supervisor, Senior Electric Engineering Technician, Water Production and Treatment Supervisor and Wastewater Treatment Supervisor.*

EXHIBIT 'B'

MEDICAL PREMIUMS BASED on 1% of Top Step Base Monthly Pay as identified in the MOU and projected Kaiser premium rate increases of 6% annually and 10% annually for Anthem Blue Cross. All numbers have been rounded to a whole number for purposes of this illustration.

Listed below are examples only

KAISER

FY 16-17 Projected Monthly Premium	City 90% Cap FY 15-16	FY 16-17 Premium Increase	Increased Premiums Cost Sharing	
			City	Employee
E $667	$566	$38	$19	$19
E+1 $1,334	$1,132	$76	$38	$38
E+2 $1,887	$1,603	$106	$53	$53

ANTHEM BLUE CROSS

FY 16-17 Projected Monthly Premium	City 90% Cap FY 15-16	FY 16-17 Premium Increase	Increased Premiums Cost Sharing	
			City	Employee
E $667	$585	$72	$19	$53
E+1 $1,334	$1,170	$153	$38	$115
E+2 $1,887	$1,656	$217	$53	$164