



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

## MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF FOLSOM

AND

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 39



July 1, 2022 – June 30, 2025

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## PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "the agreement," entered into by the City of Folsom, hereinafter referred to as "the City," or "the employer," pursuant to Section 3500 et, seq. of the Government Code of the State of California and the International Union of Operating Engineers - Stationary Engineers Local 39, AFL-CIO, hereinafter referred to as "Local 39," has as its purpose the promotion of harmonious labor relations between the City and Local 39; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

It is understood and agreed that this agreement supersedes and replaces all prior agreements between the City and Local 39 covering the matters contained herein. Where ordinances and policies conflict with this Memorandum of Understanding, the Memorandum of Understanding shall prevail.

The term "Agreement" or "Memorandum of Understanding" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

## Article I. RECOGNITION AND COVERAGE

### 1. Recognition

The International Union of Operating Engineers, Stationary Local 39 is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Rules for all employees in the Miscellaneous Bargaining Unit (unit). Appendix "A" is a list of all job classifications in this bargaining unit.

### 2. Total Agreement

This Memorandum of Understanding (MOU) constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Therefore, except as provided herein, the City and Local 39, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other should not be obligated to meet and confer with respect to any subject or matter whether or not referred to or covered in this agreement.

### 3. Severability of Provisions

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

## Article II. EQUAL EMPLOYMENT

### 1. Equal Employment

It is the policy of the City of Folsom to create an environment, in which all people, regardless of race, creed, color, national origin, age, sex, handicap, or political or religious affiliation, may live, work, enjoy leisure, learn and prosper in harmony with all other persons of the community.

The City recognizes the need to ensure the achievement of equal employment opportunity as a means of reinforcing the principles of a merit system of employment, whereby employment decisions are made equally of all persons on the basis of open competition and advancement according to relative ability.

The City agrees as follows:

- In establishing qualifications for employment in the classified service, no provision or requirement shall be adopted which would be discriminatory on the basis of race, creed, color, national origin, age, sex, handicap or political or religious affiliation (Protected Characteristics), except where a bona fide occupational qualification exists.
- No questions in any examination, application form, or other personnel proceeding, shall be so framed as to elicit information concerning protected characteristics from an applicant, eligible candidates, or employee.
- No appointment to, or removal from, a position in the classified service shall be affected in any manner by the person's protected characteristics; and further that it shall be the responsibility of all employees to abide by and carry out these provisions.

### 2. Discriminatory Prohibitions

It is prohibited for the City to refuse to hire, train or promote any employee or applicant, or to discipline or dismiss an employee without just cause on the basis of such person's race, color, creed, national origin, age, sex, marital status, religious beliefs, or disability; except where the doctrine of business necessity or a bona fide occupational qualification can reasonably be established.

It shall further be prohibited for any employee, contractor, or other agent of the City to engage in all forms of discriminatory conduct, including the following:

#### A. Race, Color, Creed and Religion

Making statements, jokes or acts regarding a particular race, color, ancestry, or religion that are regarded as offensive, prejudicial or harassing.

**B. Sex/Sexual Harassment/Marital Status**

Intimidating or interfering with an employee's work or work environment through unwelcome, offensive or harassing sexual comments, questions or acts (implicitly or explicitly), including prejudicial statements or acts regarding pregnancy or marital status.

**Article III. MANAGEMENT RIGHTS**

To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this article shall be construed to require the City to negotiate on matters, which are solely a function of management, or not otherwise assigned as an employee right, including the following:

1. To manage the City generally and to determine issues of policy.
2. To determine the existence of facts, which are the basis of management decisions.
3. To determine the necessity for, and organization of, any service or activity conducted by the City, and to expand or diminish services.
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.
8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City, except where such contracts for service would be for the purpose of workforce reductions.
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.
10. To lay off employees from duties because of lack of work or funds or under conditions where continued work would be ineffective or non-productive.
11. To establish and modify productivity and performance programs and standards.

12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
14. To hire, transfer, promote, and demote employees for non-disciplinary reasons.
15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in City facilities and operations.
18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et, seq.
19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules and Regulations.
20. To take any and all necessary action to carry out the mission of the City in emergencies.

## **Article IV. NO STRIKE OR LOCKOUT**

### **1. No Strike**

IUOE agrees that during the term of this Agreement, neither it nor its officers, employees, representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Folsom. In the event that IUOE, Local 39 members participate in such activities in violation of this provision, IUOE, Local 39 shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

### **2. Lockout**

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



## Article V. UNION RIGHTS

### 1. Payroll Deductions

In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues and assessments; and (2) the insurance premiums for City and Union plans.

### 2. Bulletin Boards

The Union shall be entitled to reasonable use of bulletin boards at all offices and work locations where they are established. Local 39 may request permission from the City to install "Local 39 exclusive" bulletin boards. If such a request is granted, the Union shall pay for the cost of the bulletin board and its installation.

### 3. List of Employees

On a monthly basis the City shall provide IUOE with a list of city employees except safety, management, confidential, and middle management employees by class, name, hourly wage, step placement, anniversary date, employment status (permanent, full-time, part-time, or temporary), and IUOE membership status. The City agrees to notify IUOE whenever a class is created, deleted, or modified.

### 4. Notice

The City agrees to give reasonable notice to IUOE of any change directly relating to wages, hours, and working conditions and to provide the IUOE the opportunity to meet and confer over the impact of such changes prior to their implementation.

## Article VI. COMPENSATION

### 1. Salary Increases

- A. Effective July 1, 2022, all employees shall receive a salary increase of 3%.
- B. Effective the first full pay period in July 2023, all employees shall receive a salary increase of 3%.
- C. Effective the first full pay period in July 2024, all employees shall receive a salary increase of 3%.

## 2. Salary Ranges

- A. Effective July 1, 2022, all job classifications shall have one salary range. Salary Range A and B shall no longer exist.
- B. Effective July 1, 2022, Appendix C, shows the new nine-step salary ranges for each job classification. Salary range steps shall be approximately 3% between steps. The range and steps include any salary increase received pursuant to Article VI, Section 1.
- C. Employees will be moved to the new salary range step that is closest to their current salary (salary as of June 30, 2022) without being lower.

Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in City of Folsom Personnel Rules and Regulations, and the MOU shall apply. Anniversary dates shall remain the same.

## 3. Salary Range Adjustments

- A. Effective July 1, 2022, the salary ranges for the following classifications shall be increased by 5%:
  - a. Mechanic I/II/Senior
  - b. Lead Plant Mechanic
  - c. Refuse Driver
  - d. Maintenance Worker I/II/Senior
  - e. Maintenance Specialist
  - f. Traffic Control & Lighting Technician I/II
  - g. Senior Traffic Signal Technician
  - h. Lead Senior Mechanic (Combined Shifts)
  - i. Electrical & Instrument Technician

## 4. Longevity Pay

- A. Subject to subsection B below, employees in the IUOE bargaining unit shall be eligible to receive Longevity Pay beginning with ten (10) or more years of City service. The Longevity Pay formula is based on 2 ½% increments and is as follows:
  - 2½% after ten (10) years of City service;
  - an additional 2½% for a total of 5% after fifteen (15) years of City service;
  - an additional 2½% for a total of 7½% after twenty (20) years of City service.
- B. Employees hired after July 1, 2010, shall not be eligible to receive Longevity Pay.

## 5. Recruitment and Retention Pay

- A. Subject to subsection B. below, employees in the IUOE bargaining unit shall be eligible to receive Recruitment and Retention Pay beginning with ten (10) or more

years of continuous City service.

- B. Recruitment and Retention Pay shall be 2 ½% of the employee's base salary.
- C. Employees receiving Longevity Pay (Article VI, Section 4) shall not be eligible to receive Recruitment and Retention Pay.

All special pay in this Section (Article VI, Section 5) shall be deemed Longevity Pay and reported to CalPERS as special compensation pursuant to C.C.R. Section 571.

## 6. Standby Duty

When the City places an employee on Standby Duty, the City agrees to assign twelve (12) hours of Standby Duty per week; except that when one of the following holidays occur during the period of Standby Duty the City will assign fifteen (15) hours of standby: Christmas Day, New Year's Day, Thanksgiving, and July 4th. Standby Duty shall be assigned on a rotating basis. Compensation for Standby Duty shall be at one and one-half times the employee's hourly rate of pay.

- A. Standby duty requires the employee so assigned:
  - i. To be ready to respond immediately to calls for service;
  - ii. To be reachable by telephone/pager;
  - iii. To remain within a reasonable distance of the work location; and;
  - iv. To refrain from activities which might impair their ability to perform assigned duties.

## 7. Monitoring Pay

When a department head or designee requires an employee to monitor a City operation from the employee's residence during non-work hours, the employee will receive 1.5 hours of overtime for each 8 hour assignment period, or portion thereof.

## 8. GIS Stipend

An employee receiving the \$150 per month GIS Stipend as of June 30, 2019, shall continue to receive the stipend until the employee leaves his/her current job classification. No additional employees shall be paid the GIS Stipend.

## 9. Special Skill Certification/License Pay and Education Incentive Pay

- A. Special Skill Certification/License Pay
  - i. Additional salary may be paid to miscellaneous employees for special skill certification(s)/licenses. To qualify for additional salary, such certification(s) shall meet the following criteria:

- a. Certification/license is for duties required by the City and approved by the employee's department head and the City Human Resources Department.
  - b. Certification/license is for duties not specified in the employee's job classification.
  - c. Certification/license must be renewable.
  - d. Certification/license duties that are not already identified for additional compensation in the current Memorandum of Understanding between IUOE and the City.
- ii. Recognized certifications/licenses and assigned salary differentials are listed on Appendix "B".
  - iii. Maximum Special Skill Certification/License Pay shall not exceed \$3,600 per year (\$300 per month) in combination with Educational Incentive Pay.
  - iv. Employees with Special Skill Certification/License Pay, except for select classifications in Environmental and Water Resources (EWR), as outlined in subparagraph v. below, will have their percent incentive converted to the dollar amount value as of June 30, 2019. This dollar amount will be frozen as of June 30, 2019, and will not increase with future increases to base pay. New certifications may be added with an associated pay increase per Appendix "B" only if the total incentive amount falls below the \$3,600 annual cap (\$300 per month). Any additional pay is subject to the \$300 per month total cap for the combination of Special Skill/Certification License Pay and Education Incentive Pay.
  - v. EWR employees in the following classifications are limited to certification/license pay as outlined in Appendix "B." Classification descriptions will be revised to reflect the requirements of a Class B drivers' license and Herbicide & Pesticide Applicator's Certificate per the list below. Select salary range adjustments will be made as indicated. These adjustments are designed to address market pay inequities and additional certification requirements. Employees will move to the step in the new range closest to but not lower than their existing pay as outlined in Article VI, Section 15. The effective date of change will be the first pay period following City Council approval of the MOU.

<b>EWR Classifications:</b>	<b>Current Range</b>	<b>New Range</b>	<b>Range Increase (Max Step)</b>	<b>Advanced State Cert Required</b>	<b>Class B License Required</b>	<b>Pesticide Applicator Cert Required</b>
Water Management Coordinator	M58	M60	5.0%			
Senior Water Utility Worker	M55	M58	7.6%	D4	Yes	
Water Treatment Plant Chief Operator	M55	M58	7.6%	T4	Yes	
Water Distribution Chief Operator	M55	M58	7.6%	D4	Yes	
Sr. Wastewater Collection Technician	M55	M58	7.6%	G3	Yes	
Water Treatment Plant Operator III	M51	M55	10.2%	T3	Yes	Yes
Water Utility Worker III	M51	M55	10.2%	D3	Yes	Yes
Water Distribution Operator III	M51	M55	10.2%	D3	Yes	Yes
Wasterwater Collection Technician III	M51	M55	10.2%	G3	Yes	Yes
Water Quality Technician	M51	M55	10.2%	D3	Yes	Yes
Water Utility Worker II	M47	M51	10.3%	D2	Yes	Yes
Water Treatment Plant Operator II	M47	M51	10.3%	T2	Yes	Yes
Water Distribution Operator II	M47	M51	10.3%	D2	Yes	Yes
Wastewater Collection Technician II	M47	M51	10.3%	G2	Yes	Yes
Water Management Specialist	M43	M49	15.8%	D1 & CLIA		Yes
Water Utility Worker I	M45	M45	0.0%	D1	Yes	Yes
Water Treatment Plant Operator I	M45	M45	0.0%	T1	Yes	Yes
Water Distribution Operator I	M45	M45	0.0%	D1	Yes	Yes
Wasterwater Collection Technician I	M45	M45	0.0%	G1	Yes	Yes

vi. In addition to EWR classifications listed in Section 9A(v) above, the following classifications will have the requirements of Class B drivers' license and Herbicide & Pesticide Applicator's Certificate added to their classification descriptions. Employees' existing certification pay will be frozen as outlined in Section 9A(iv).

- Maintenance Specialist
- Sr. Maintenance Specialist
- Maintenance Worker I/II
- Sr. Maintenance Worker

**B. Education Incentive Pay**

i. For employees hired before July 1, 2019, except for select classifications listed in Section 9A(v) above, educational incentive pay is frozen at the dollar amount paid effective June 30, 2019. No increase in this dollar amount occurs unless this amount is less than the amount listed in subparagraph ii. below, at which point the amount is adjusted to the higher level.

ii. For employees hired on July 1, 2019, or later, education incentive pay is limited to

job related degrees not required in their classification description and approved by the employee's department head and the City's Human Resources Director. The incentives listed below are non-cumulative and paid at the highest rate.

- Associate's degree: \$150.00/month
- Bachelor's degree: \$250.00/month
- Master's degree: \$250.00/month
- Bachelor's/Master's (*in unrelated field*): \$150.00/month

iii. Payment of education incentive will begin effective the first pay period after the employee provides the Human Resources Department with the appropriate documentation, which includes a copy of transcripts or diploma. It is the responsibility of each employee to notify the Human Resources Department of his/her eligibility for education incentive and to provide the appropriate documentation.

iv. Employees who qualify for the education incentive and who received City paid tuition reimbursement will not receive education incentive pay until they have reimbursed the City for the cost of the tuition reimbursement. Once payment is made in full for tuition reimbursement, the education incentive will start and be paid directly to the employee. Reimbursing the City will consist of delaying the incentive pay until an amount equivalent to the tuition reimbursement has been withheld. For example, if any employee qualified for \$100 per month in educational incentive payment, but had received \$1,000 in tuition reimbursement, the employee's educational incentive payment would be delayed 10 months from the educational incentive effective date.

C. Compensation

With the exception of employees with incentive pay frozen at a set dollar amount as of June 30, 2019, no employee who qualifies for both Special Skill Certification/License Pay and/or Education Incentive Pay shall receive additional salary of more than \$300 per month.

D. Dispute Resolution

Disagreements over the application of this section shall be submitted to the City Human Resources Department for resolution. This section shall not be subject to the Grievance/Arbitration provisions of this Agreement.

10. Callback

A. When an employee is called back to work after he/she has completed an assigned shift and left the work site, the employee shall receive a minimum of three (3) hours of call-back pay at one and one-half times employee's base hourly rate of pay.

B. Time worked, for which the employee is entitled to compensation, shall include reasonable travel to and from the employee's residence via the shortest commonly traveled route.

## 11. Overtime and Holiday Work

- A. Employees may be required to work overtime when a department head or designee determines it to be in the best interest of the City. Employees will be compensated only for overtime ordered or authorized by designated supervisory personnel.
- B. Overtime will be paid in excess of an employee's normally scheduled work shift.
- C. The overtime rate of pay shall be either one and one-half (1½) times the base hourly rate of salary with respect to cash payment; or one and one-half (1½) hours for each hour worked with respect to compensatory time off (CTO). Overtime shall be compensable in increments of fifteen (15) minutes. Subject to subparagraph D below, overtime shall be paid in cash, unless payment in the form of CTO is requested by the employee. Such requests are subject to the approval of the employee's department head or designee.
- D. CTO may be accrued in lieu of overtime pay in accordance with the schedule below. Employees may request to take CTO off at the convenience of the City and upon approval of the employee's department head or designee.

Zero to five years of City employment	80 hours
Five years to ten years of City employment	120 hours
After ten years of City employment	160 hours
- E. Any permanent full time or permanent part-time employee who is required to work on any City observed holiday shall be entitled to equivalent time off, or pay in lieu of equivalent time off at their rate of pay plus time and one-half the employee's base hourly rate (for the actual number of hours worked on the holiday). The choice of which shall be made by the employee with the department head's approval in advance of such work. Employees who opt to take the equivalent time off shall be entitled to take such equivalent time off in conjunction with regular days off.

## 12. Payment for Scheduled Hours

Scheduled hours of standby duty and scheduled hours of overtime will be compensated in the pay period it is worked. Any overpayment of standby duty and/or scheduled overtime will be immediately corrected the following pay period, or as soon as possible, by payroll deduction. It will be the responsibility of the department and employee to track and audit hours appropriately. Unscheduled overtime may be paid in the following pay period to facilitate the processing of payroll.

## 13. Compensation During Work Disability

- A. Employees may be eligible for compensation for work related injuries pursuant to the circumstances, terms, and conditions prescribed under State Workers' Compensation Law.

- B. The City, or its insurance carrier, may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity which is not a part of the employee's work-related duties.

#### 14. Compensation Upon Service Separation

Probationary employees in the classified service who separate from city service shall be entitled to payment for accrued annual leave and holiday hours earned on a pro-rata basis up to the date of separation.

Regular full-time employees in the classified service, regardless of service length, shall be entitled to payment for annual leave, holiday and compensatory time up to their date of separation. Payment shall be made on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

#### 15. Salary on Status Changes

- A. Promotion: An employee who is promoted to a position in a classification with a higher salary range shall be placed in the step in the new higher range which is no less than 5% over the step held in the former range in the basic salary schedule. An employee thus promoted is therefore assigned a new salary anniversary date effective of the date of promotion.

An employee who is promoted to a higher class effective within thirty (30) calendar days of a step increase within the lower class range shall be eligible first to receive the within range increase and then the higher step as provided in this section, providing that the employee's performance was satisfactory for salary advancement in the lower class and that the higher class is reasonably within the career path of the lower class which shall be determined by the City Manager.

- B. Demotion: Employees may only be demoted for purposes of employee discipline or layoff. An employee who is demoted to a position in a class with a lower salary range shall be reduced in salary to the step in the lower-class salary range as follows:
  - i. Disciplinary demotions may be assigned to any salary step in the lower-class range which is at least one (1) step less than that received in the class from which demoted. A new anniversary date shall be established on the effective date of the demotion.
- C. Transfer: An employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range and substantially similar duties, shall be compensated at the same step in the salary range as previously received without a change in the anniversary date.
- D. Reinstatement/Reemployment: An employee who is reinstated or reemployed in a position previously occupied pursuant to the City's Personnel Rules and Regulations



shall receive not more than the step in the salary range received prior to separation, and a new anniversary date shall be assigned based on the reinstatement or reemployment date.

E. Range Assignment Change

- i. Whenever a class is reassigned to either a higher or lower salary range by the City Council, the salary of each incumbent in such class on the effective date of the reassignment shall be adjusted accordingly. If the position is reassigned or reclassified to a higher range, and the incumbent is appointed to the position, the incumbent's salary shall be the step in the new range that is closest to their current salary without being lower and the same anniversary date shall be retained. If the position is reassigned to a class having a lower salary range, the salary and anniversary date of the employee shall not change, and the salary of the employee shall be designated as a "Y" rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.
- ii. When a salary range reassignment becomes effective within thirty (30) calendar days of an employee's salary anniversary date, the employee shall first receive the within range step increase and then receive the corresponding step adjustment, provided that the employee's performance was satisfactory for salary advancement upon eligibility for step increases.

F. Compensation Upon Reclassification: The salary of an employee in a position that is reclassified shall be determined as follows:

- i. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate shall apply to a change of class title.
- ii. If the position is reclassified to a class with a higher salary range, and the incumbent is appointed to the position, the incumbent's salary shall be the step in the new range that is closest to their current salary without being lower as of the date upon which the reclassification becomes effective. The employee shall receive a new anniversary date upon reclassification in this manner.
- iii. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change. If the employee's salary is greater than the maximum step of the lower salary range, the employee's salary shall be "Y" rated until such time as any general cost-of-living increase, inequity adjustment, or other salary increase results in a monthly salary appropriate for the class. The employee's salary anniversary date shall not change and shall not require a new probationary period.

G. Compensation for Working in A Higher Classification (Acting Pay)

- i. On occasion an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position. In such cases, the employee's salary will be adjusted to compensate for the higher level of duties.

In order to receive adjusted compensation for working in a higher classification the employee must be assigned in writing by the department head, assume and perform substantially all the duties and responsibilities of the position, and perform them for at least one week (five consecutive working days).

Compensation for working in a higher classification shall consist of a flat five percent (5%) increase above the employee's current salary or the lowest salary within the higher salary range, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

- ii. Work periods in higher-class assignments shall not apply toward seniority or time-in-class consideration for promotional or layoff purposes as regard the higher class.
- iii. If an employee and his/her department head agree that the employee be assigned on a temporary basis for training purposes, no compensation will be due the temporarily assigned employee. In no case shall such training be for more than thirty (30) calendar days. After two (2) weeks a progress report will be given to the employee in order to evaluate the employee's success in the training program.

16. Uniform Allowance

- A. Effective the first full pay period starting July 2023, payment of the annual uniform and boot allowance shall be made on or about July 20.
- B. When the City requires employees to wear uniforms, the City agrees to provide employees with an annual uniform allowance of \$350.00.
- C. When the City requires employees to wear work boots, the City will provide employees with an annual boot allowance of \$325.00.
- D. Nothing in this section shall prohibit the City from providing uniforms and/or work boots for employees at City expense.
- E. This section shall be administered pursuant to procedures established by the City Human Resources Department.

17. Mechanics Tool Allowance

Permanent City employees in the class of Mechanic shall receive an annual tool allowance of \$1,000. The purpose of this tool allowance is to reimburse Mechanics for expenses incurred in the purchase, upgrade and maintenance of personal hand tools.

- A. Each Mechanic shall maintain a set of adequate and appropriate hand tools to be used in the performance of his/her duties as a Mechanic with the City. Such tools are and shall remain the property of each Mechanic.
  - i. At least once each year, each Mechanic shall submit an inventory of personal hand tools (Tool List) to the City. The Tool List shall identify all hand tools used by the employee in the performance of his/her duties as a Mechanic with the City.
  - ii. When a Mechanic purchases new hand tools, it is the responsibility of the Mechanic to update his/her Tool List and submit it to the City.
  - iii. The parties agree to form a joint labor-management committee to advise the City on tools to be purchased and maintained by mechanics and tools to be purchased and maintained by the City.
- B. Damaged individual tools not covered by manufacturer's warranty will be reimbursed by the City up to \$300 per fiscal year per Mechanic; provided, however, that the Tool List for the Mechanic requesting reimbursement describes in sufficient detail each tool for which reimbursement is claimed.
- C. Mechanics may submit claims for the replacement of tools lost due to a catastrophic event such as fire or flood, or for the theft of their entire toolbox, pursuant to Article XIV, Section 2.
- D. The annual tool allowance shall be paid at the same time that Uniform Allowance is paid.

## **18. Reimbursement for Use of Personal Vehicle**

When the City requires an employee to use his/her personal vehicle on City business, the employee shall be reimbursed at the Internal Revenue Service (IRS) rate.

## **19. Cell Phone**

A department head, with City Manager approval, may approve the issuance of a city cell phone or may authorize the use of the employee's personal cell phone for work purposes. If an employee opts to use his/her personal phone for work purposes the City will provide employee with a monthly cell phone stipend of \$50.00. The monthly stipend shall cover expenses, charges, maintenance and replacement of the employee's phone including damage, loss, theft or other operational issues affecting the phone during private use or during the course and scope of employment. If an employee opts to use his/her personal cell phone, employee will provide the cellular phone record of business calls during work hours upon request of the City.

**20. Night Shift Differential**

The City agrees to meet and confer with the Union at such time that a second shift is added to the Sewer, Water, Fleet, or Streets Divisions. The goal is to implement a night shift differential with terms acceptable to both IUOE and the City.

**21. Bi-Lingual Pay**

The parties agree during the term of this Agreement to set up a process whereby employees may track the use of bilingual skills, and to meet and confer if the use of bilingual skills become a regular (defined as daily use) part of the employee's duties and responsibilities.

**22. Classification Survey**

- A. The City agrees to conduct a classification survey of benchmark classes represented by IUOE. The classification survey shall be concluded not later than 180 days prior to the expiration of this MOU. The parties agree to meet to determine benchmark classes to be surveyed.
- B. The purpose of the classification survey is to identify the duties and responsibilities of each benchmark classification, and the skills, abilities, education and experience necessary to perform the job. The parties intend to address the need for a Street Maintenance Worker classification series and the corresponding job descriptions as part of this classification study.

**23. Market Survey**

- A. The city agrees to conduct a market survey of benchmark classes as determined by IUOE, Local 39, and the City of Folsom in Article VI, Section 22, Item A above. The market survey shall be concluded not later than 120 days prior to the expiration of this MOU.
- B. The purpose of the market survey is to determine the relationship of the total compensation for employees in the job classifications identified in Article VI, Section 22, Item A above when compared to comparable job classifications in the following agencies: City of Vacaville, City of Fairfield, City of Rocklin, City of Roseville, City of Sacramento, City of West Sacramento, and County of Sacramento.
- C. Compensation, for purposes of this survey, shall constitute the following elements:
  - a. Monthly base salary (top step in the salary range)
  - b. Maximum monthly contribution to health insurance (medical, dental, and vision)
  - c. Uniform Allowance, broken into monthly equivalents.
  - d. Employer monthly payment of employee share of retirement.
  - e. Maximum Education Incentive Pay, broken into monthly equivalents.

- f. Any significant special pays, broken into monthly equivalents.
- D. Items e & f in Section 23, Subsection C above are for informational purposes only, not to be used in the calculation of total compensation. Survey results will identify the mean (average) and relative ranking of the base salary and total compensation, by classification, comparing the City of Folsom to those agencies identified in Article VI, Section 23, Item B above. The parties agree to meet and confer over survey results.

#### **24. Deferred Compensation**

For employees participating in the City's deferred compensation program, the City agrees to make a matching contribution up to a maximum of \$100.00 per month.

### **Article VII. RETIREMENT**

#### **1. Public Employees Retirement System (PERS)**

##### **A. Retirement Formula**

- i. All miscellaneous employees hired prior to June 30, 2010, shall receive the retirement benefit of 2.7@55. All miscellaneous employees designated by CalPERS as Classic members hired on or after July 1, 2010, but prior to January 1, 2013, shall receive the retirement benefit of 2%@55. All employees brought into CalPERS membership for the first time on or after January 1, 2013, shall receive the retirement benefit 2%@62 or as specified in the California Public Employee's Pension Reform Act of 2013 (PEPRA).
- ii. All employees hired prior to June 30, 2010, shall receive the retirement benefit based on the single highest twelve (12) months of compensation. All employees hired on or after July 1, 2010, shall receive the retirement benefit based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as provided in state law pertaining to PERS.

##### **B. Retirement Contributions**

- i. All miscellaneous employees shall pay 8% of the employee share of retirement.
- ii. Employees hired under the 2%@62 formula shall pay the employee share of retirement as specified and adjusted by PEPRA.

##### **C. EPMC**

Pursuant to Government Code section 20691, the City agrees to include the amount

of the City's payment of the employee's final year of compensation for PERS retirement computation purposes.

## 2. Retirement Optional Settlement 2W Death Benefit (Survivors)

The City agrees to continue to provide the Pre-Retirement Optional Settlement 2W Death Benefit pursuant to Government Code Section 21548.

## 3. Use of Accrued Leave Time Pending Retirement

- A. With prior approval of the City Manager or designee, employees who have declared their intention to retire from employment with the City of Folsom may use accrued Annual Leave or CTO to extend their retirement date beyond the last day worked.
- B. Notwithstanding any other provision of this Memorandum of Understanding, accrued Annual Leave or CTO used to extend a retirement date shall not result in the accrual of additional leave time.
- C. Requests to extend a retirement date pursuant to this section shall be submitted to the City Human Resources Department. This provision shall be administered pursuant to procedures established by the City Human Resources Department.

## 4. Retiree Health Insurance

- A. Employees hired on or prior to May 8, 2007, who retire<sup>1</sup> from City service may participate in City health insurance plans made available by the City for active employees until age 65. At age 65, retirees are required to move to a Medicare Advantage Plan per Article VII, Section 4.A.ii.b. to continue participation in the retiree health insurance program. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.
  - i. Employees who retire with less than 5 years of service shall not be eligible to receive any City contribution toward the cost of retiree health insurance.
  - ii. Employees who retire with more than 5 years of service<sup>2</sup> shall qualify for a monthly City retiree health insurance contribution.
    - a. Subject to the maximum set forth in Item A(iii) below, the City retiree health insurance contribution shall be as follows:
      - **Retiree only** – an amount equal to the City's contribution

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<sup>1</sup> "Existing employees" are exclusively permanent and/or probationary employees of the City of Folsom hired on or before May 8, 2007. "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.

<sup>2</sup> "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.

towards active employee health insurance for the category of “employee only.”

- **Retiree and one dependent** – an amount equal to the City’s contribution towards active employee health insurance for the category of “employee plus one.”
- **Retiree and two or more dependents** – an amount equal to the City’s contribution towards active employee health insurance for the category of “employee plus two or more” until the retiree reaches age 55. Thereafter, the City’s contribution towards a retiree with two or more dependents shall be an amount equal to the City’s contribution towards active employee health insurance for the category of “employee plus one” plus \$100.

b. Retirees and their covered family members who are Medicare eligible must move to an offered Medicare Advantage Plan option when they reach Medicare eligibility. These plans require that they enroll and pay for Medicare parts A and B. Retirees are responsible for showing proof of Medicare enrollment as required by the carrier. Medicare eligible retirees will be dropped from the City’s non-Medicare plan upon Medicare eligibility and/or charged any additional costs associated for noncompliance by the plan carrier.

iii. Effective January 1, 2012, the City’s monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only), employee plus one (for retiree plus one dependent), and employee plus two or more until age 55 and employee plus one plus \$100 after age 55 (for retiree plus two or more dependents).

a. The January 1, 2012, cap for each category shall be adjusted each January thereafter by an amount not to exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November – November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% [cost of living increases in the cap shall be rounded to the nearest tenth]).

B. The City shall contribute \$25 per pay period into the HRA for each probationary/permanent employee hired after May 8, 2007.

## 5. Retiree Dental and Vision Insurance

Effective September 1, 2019, employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance

benefits provided to active employees. The City shall contribute 5% of the premium per year of City service, up to an 80% City contribution.

## 6. Out of Area Health Premium Plan

- A. OAHPP shall work in conjunction with the Health Retirement Account (HRA) provided by the City to active employees. Each OAHPP retiree will obtain a participant account.
- B. Only retirees who (a) live outside of the plan area; (b) qualify for Retiree health Coverage pursuant to Article VII, Section 4; and (c) agree to disenroll from the current group medical benefit plan for retiree health coverage may participate in OAHPP.
- C. Once a retiree opts to participate in OAHPP, the retiree shall thereafter be prohibited from returning to retiree health coverage.
- D. The City will contribute to the retiree's participant account on a monthly basis in an amount equal to the amount of the City's contribution for employee only or employee plus 1 coverage, based on the retiree's marital status at the time of OAHPP election. Spouses may not be added later. The City's contribution would be used for premiums to obtain health coverage. Under no circumstances shall the contribution be higher than the City paid premiums for similarly situated in-area employees. The retiree shall be responsible for administrative costs established by the HRA plan administrator.
- E. Upon the death of, or marital dissolution from, the retiree's spouse on record at the time of election to participate in the OAHPP, the funding level will be adjusted to employee only. Subsequent spouse(s) from any subsequent marriage(s) (i.e. post initial OAHPP election) shall not be eligible to participate and funding will remain at employee only. In the event of the retiree's death, surviving spousal benefits will conform to City practices applicable to employees participating in City plans. Should the retiree obtain coverage from another source (e.g. coverage by spouse), the funding will cease and will not be reinstated.
- F. Rules and procedures governing OAHPP shall be determined and administered by the City Human Resources Department. Disputes regarding the OAHPP shall be appealed to the City Manager or designee and shall not be subject to arbitration.
- G. As an option to the OAHPP, retirees who qualify for retiree health coverage pursuant to Article VII, Section 4, may elect the Aetna PPO plan during annual enrollment and prior to moving out of state. The retiree must then keep Aetna as their provider until such time as they move back into the regions covered by whoever are the City health providers at the time, and may elect another provider during the next open enrollment. It is understood by both parties that this option is available only in accordance with the rules and procedures of Aetna and only as long as Aetna chooses to be a provider for the City.



## Article VIII. INSURANCE

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

### 1. Health Insurance

- A. Effective March 1, 2011, as demonstrated in the example below, the City's maximum monthly contribution for active employee health insurance coverage shall be adjusted annually to an amount equal to 50% of the increase, if any, above the prior year's Kaiser monthly premium rate combined with the City's prior year contribution amount for employee only, employee plus 1, and employee plus 2 or more (rounded to the next whole number). The employee is responsible for the difference between the applicable premium and the City's contribution.

#### Example:

Employee only category: The 2010 monthly premium for Kaiser employee only is \$507.89 and the City's maximum monthly contribution is \$486.00. If this premium increases by 10% for 2011, or to \$558.68, the City's contribution for 2011 for the employee only category would be computed as follows:  $\$558.68 - \$507.89 = \$50.79$ ,  $\$50.79 \times 50\% = \$23.40$ ,  $\$486.00 + \$23.40 = \$509.40$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$509 per month. If the premium increases by 10% for 2012, or to \$614.55, the City's contribution for 2012 for the employee only category would be computed as follows:  $\$614.55 - \$558.68 = \$55.87$ ,  $\$55.87 \times 50\% = \$27.93$ ,  $\$509.00 + \$27.93 = \$536.93$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$537 per month.

Employee plus 1 category: The 2010 monthly premium for Kaiser employee plus 1 is \$1,015.78 and the City's maximum monthly contribution is \$972.00. If this premium increases by 10% for 2011, or to \$1,117.36, the City's contribution for 2011 for the employee plus 1 category would be computed as follows:  $\$1,117.36 - \$1,015.78 = \$101.58$ ,  $\$101.58 \times 50\% = \$50.79$ ,  $\$972.00 + \$50.79 = \$1,022.79$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,023 per month. If the premium increases by 10% for 2012, or to \$1,229.10, the City's contribution for 2012 for the employee plus 1 category would be computed as follows:  $\$1,229.10 - \$1,117.36 = \$111.74$ ,  $\$111.74 \times 50\% = \$55.87$ ,  $\$1,023.00 + \$55.87 = \$1,078.87$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,079 per month.

Employee plus 2 or more category: The 2010 monthly premium for Kaiser employee plus 2 or more is \$1,320.52 and the City's maximum monthly contribution is \$1,263.00. If this premium increases by 10% for 2011, or to \$1,452.57, the City's

contribution for 2011 for the employee plus 2 or more category would be computed as follows:  $\$1,452.57 - \$1,320.00 = \$132.57$ ,  $\$132.57 \times 50\% = \$66.29$ ,  $\$1,263 + \$66.29 = \$1,329.29$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,329 per month. If the premium increases by 10% for 2012, or to \$1,597.83, the City's contribution for 2012 for the employee plus 2 or more category would be computed as follows:  $\$1,597.83 - \$1,452.57 = \$145.26$ ,  $\$145.26 \times 50\% = \$72.63$ ,  $\$1,329 + \$72.63 = \$1,401.63$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,402 per month.

- B. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City (Section A above) shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.
- C. Notwithstanding Section 1, Item A, the City's maximum monthly contribution for active employee health insurance coverage shall not be reduced more than eighty percent (80%) of the Kaiser premium cost for the employee only category, employee plus 1 category, or employee plus 2 or more category.
- D. The City will maintain an IRS 125 Dependent & Medical Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.
- E. Employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for the dental and vision benefits provided to active employees.

## 2. High Deductible Health Plans

- A. The City agrees to offer two High Deductible Health Benefit Plans offered by the health benefit plan carriers.
- B. The City agrees to make available a Health Savings Account (HSA) to eligible active employees who select either of the High Deductible Health Benefit Plans.
- C. Fifty percent (50%) of the difference between the City's monthly contribution towards the cost of the Kaiser HMO Health plan premiums as set forth in Article VIII, Section 1 of the MOU and the monthly premium for a High Deductible Health Plan shall be contributed into the employee's HSA. The City shall make this contribution through June 30, 2022, after which this Section shall sunset.
- D. Tax status of contributions, contribution amounts, and use of HSA funds shall be in accordance with federal and state law.

### **3. Health Insurance – Cash Back**

- A. Probationary or permanent employees, who certify to the Human Resources Department that they have group health insurance coverage with comparable benefits to health plans offered by City, may decline to participate in City health insurance coverage.
- B. Employees who decline to participate in City health insurance coverage shall receive a cash back payment from the City of \$250 per month for each month the employee does not participate in City health insurance coverage.
- C. Employees who have declined to participate in City health plan coverage pursuant to this section may enroll in City health plan coverage only during the annual open enrollment period.
- D. This section shall be administered pursuant to procedures established by the City Human Resources Department.
- E. Employees who decline health insurance coverage shall continue to be eligible to participate in the City's vision and dental plans.
- F. An employee whose spouse is employed by the City and receives health insurance is also eligible to receive the cash back payment.

### **4. Dental Insurance**

Dental insurance will be provided by Delta Dental. The City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. Employees will contribute 20% of the monthly premium. The Plan will provide maximum coverage of \$1,750 per year for employees/dependents who patronize Preferred Provider Program participating dentists. Employees/ dependents that choose non-participating dentists shall have a coverage maximum of \$1,500 per year.

### **5. Vision Insurance**

Vision coverage will be provided by Vision Services Plan (VSP). The City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. Employees will contribute 20% of the monthly premium. The following elements shall provide the basis of VSP coverage:

- A. One eye exam every 12 months;
- B. One set of lenses every 12 months;
- C. \$150 allowance/wholesale basis for frames; and
- D. A co-pay of \$5.00 per visit.

### **6. Life Insurance**

The City agrees to provide 100% of the monthly premium rate for \$60,000 Life Insurance and Accidental Death and Dismemberment (A D & D) coverage for employees represented by the Local 39, and \$2,000 for each eligible dependent as provided in the plan document.

**7. Short Term Disability Insurance**

The City agrees to provide a Short-Term Disability Insurance Program as provided in the plan document, with the City paying 100% of the monthly premium rate for the weekly indemnity insurance program (short term disability) of up to 60% of salary for 26 weeks. The maximum payment is subject to plan agreement. The waiting period for initiation of benefits under the plan shall be 12 calendar days. Any change in the Short-Term Disability Insurance plan that results in changes to the disability benefit is subject to meeting and conferring with IUOE.

**8. Long Term Disability Insurance**

The City agrees to provide a long-term disability program for employees in the Miscellaneous Unit as provided in the plan document. The plan shall provide for a maximum benefit of 60% of salary, up to age 65. The maximum payment on this plan is subject to plan agreement. Any change in the Long Term Disability Insurance plan that results in changes to the disability benefit is subject to meeting and conferring with IUOE.

**9. Domestic Partner**

For purposes of insurance coverage, "dependent" shall include a domestic partner who has been certified by the Secretary of State's Office pursuant to Family Code sections 297 et seq.

**10. Health Benefits Labor-Management Committee**

- A. The parties agree to participate in a joint Health Benefits Labor-Management Committee to review existing health benefit programs, including, but not limited to, cost containment, direct contracting for health benefit plans, creation of a health benefits cafeteria plan (Section 125), and creation of an out of area health premium plan. The Health Benefits Labor-Management Committee shall be open to all employee organizations representing City employees. IUOE may select up to two City employees to participate in Committee meetings. Employees who participate in Committee meetings shall do so without loss of compensation.
- B. The parties agree to convene the City-Wide Health Benefits Committee no later than March 31, 2023, to discuss modifying the current healthcare formula.

## **Article IX. HOURS, HOLIDAYS AND LEAVES**

### **1. General Hours of Work**

The City Manager, upon consultation with affected department heads, shall be responsible for assigning or modifying the work schedules. Unless otherwise prescribed in writing by the City Manager, the workday, work shift, workweek, and work schedule for each position shall be as follows:

- A. Workday for full-time positions shall be eight (8) hours except as otherwise approved by the City Manager.
- B. Work week for full-time positions shall be forty (40) hours except those employees working under an approved flexible schedule (subparagraph 3 and 4 below).
- C. Work schedules for each position shall be as established by the department head that may change such schedules from time to time based on the needs of departmental operations and approval of the City Manager. A department head, with seven (7) days prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled workday/shift off in which case the day/shift worked shall not be considered compensable at the overtime rate of pay.

### **2. Accrued Furlough Leave**

Any furlough time earned by employees and still remaining on the books may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Furlough time shall have no cash value and may not be cashed out. If an employee separates from employment with the City, any furlough time remaining in the bank shall be surrendered with no value to the employee.

### **3. Flexible Schedules**

Employees may request to adjust their work schedule up to eight (8) hours within a workweek. For purposes of this section, "workweek" is defined as Sunday through Saturday for forty hours. Schedule adjustments are subject to prior notice and approval of the employee's supervisor and must not adversely impact department operations. Time worked in excess of normally scheduled department hours in a day that is for the express purpose of making up time shall not count towards daily overtime calculation. It is understood that if an employee works less than forty hours in the workweek, their leave balances may be reduced accordingly.

### **4. 9/80 Work Schedule**

- A. A 9/80 work schedule is a schedule where an employee is scheduled to work four nine-hour work shifts for a total of thirty-six hours during one work week, and four nine-hour work shifts and one eight-hour work shift during the following work week.

- B. Implementation of a 9/80 work schedule shall be at the sole discretion of the City Manager. A 9/80 work schedule must not adversely impact the operations of City government, to and including impairment of City services to the public, incurring additional overtime or other costs to City government, proper supervision and training of employees, and the efficient use of City facilities.
- C. Local 39 employees may request in writing to work a 9/80 work schedule on a form provided by the City. The City will respond in writing to the request with an approval or disapproval and explanation within 30 calendar days of the request.
- D. This section may not be grieved beyond the City Manager or designee and is not subject to arbitration.

## 5. Report to Duty Station

Employees are expected and required to report to their prescribed work location at the designated time work activities are scheduled to commence. Tardiness, unexcused absence and failure to report as described in the City's Personnel Rules and Regulations may be grounds for disciplinary action. In the event an employee cannot report to work at his/her scheduled start time, the employee shall notify the immediate supervisor at least forty-five (45) minutes prior to the start of a shift or not later than fifteen minutes after the start of the day's/shift's work at which time the employee shall give reason for the absence and return date.

## 6. Unauthorized Absence from Work

Employees who are absent from assigned workstations and schedules for three (3) consecutive workdays, without official leave approval, shall be considered absent without leave. In such cases the department head shall give notice in person or by mail to the absent employee by first class mail to the employee's last known address, notifying the employee to report to work or give good reason why work cannot be resumed by the next workday/shift after receipt of such notice. Should the employee fail to respond by the next workday/shift after notice, or should such notice be returned to the City as undeliverable, such employee shall be deemed to have abandoned his/her position. Conversely, should such employee return to work following an unauthorized absence, the employee may be subject to disciplinary action.

## 7. Meal Periods

- A. Employees who work an (8) hour workday or more may be allowed an unpaid meal period of not less than 30 minutes nor more than 60 minutes which shall be scheduled by the City as near as possible to the middle of the work shift. Meal periods may be cancelled if there is an emergency or other operating need. When an employee's meal period is cancelled, the cancelled employee's meal period shall be added to the employee's normal workday and the employee shall be paid overtime pursuant to the overtime provisions contained in this Memorandum of

Understanding for the cancelled meal period.

- B. It shall be the responsibility of each employee to be at the work site and prepared to begin work at the conclusion of the meal period.
- C. All permanent employees required to work a minimum of two hours prior to or after their normal work shift shall be provided an additional overtime meal period or, at the City's discretion, the City shall provide a meal for the employee at the employee's assigned work site. Consistent with this section, additional overtime meal periods or meals shall be provided every four hours thereafter as needed.

## 8. Rest Periods

- A. Employees shall be allowed rest periods not to exceed fifteen minutes generally in the middle of each four consecutive hours of work. Rest periods may be cancelled by the City if there is an emergency or other operating need.
- B. The City shall determine when the rest period is to be taken. Except with the consent of the City, an employee shall not leave his or her assigned work location.
- C. Rest periods shall be considered hours worked. Rest periods not taken shall not be accumulated or used for overtime purposes.

## 9. Emergency Work Hours and Duty Assignments

- A. Many classes of employment in City service are subject to routine or periodic emergency callback work as an inherent and integral part of their assigned job responsibilities in order to provide continuous public services deemed to be necessary and appropriate by the City Manager. Classes and positions in City service subject to emergency work hours shall be designated by the City Manager.
- B. Employees who occupy positions designated for emergency work hours, including call-back, shall be required to keep the City apprised of a current telephone number where they can be normally reached during off-duty hours, and such employees shall be required to respond to such emergency work calls by the City within a reasonable amount of time, unless the employee is incapacitated or can give other just cause for not responding. Standby requirements shall be consistent with the Fair Labor Standards Act (FLSA).

## 10. Annual Leave Program

- A. Employees shall receive the following Annual Leave credits:

<u>Length of Service</u>	<u>Annual Leave Allowance</u>
0 – 5 years	16 hours per month
5 – 10 years	18.68 hours per month

10-15 years	21.34	hours per month
15+ years	24	hours per month

- B. Except as specified in Article IX, Section D below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article IX, Section 11, Sick Leave, of this MOU.
- C. Annual leave credits may be used for any approved absence, including vacation and illness or injury. When annual leave is used for vacation, it will be scheduled pursuant to City Personnel Rules; however, total class seniority shall be considered as one (1) of the factors by supervisors in resolving conflicts in scheduling of vacation requests. When annual leave is used for illness or injury leave (e.g., sick leave) purposes, it will be taken pursuant to Article IX, Section 11, Sick Leave, of the MOU.
- D. There shall be an annual leave cap of 320 hours.
  - i. In the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 320 hours, the number of hours that exceed 320 hours shall be rolled over into sick leave until the annual leave balance is reduced to the 320-hour cap.
- E. Employees may cash out up to 40 hours of annual leave per fiscal year.
  - i. Annual leave shall be cashed out pursuant to procedures established by the City's Human Resources Department.
- F. Accrued annual leave shall be cashed out upon separation of employment with the City on an hour for hour basis.

## 11. Sick Leave

- A. Sick leave may be used by employees for purposes enumerated in City Personnel Rules.
- B. Consistent with PERS law, the City agrees to request that CalPERS amend the City's contract with CalPERS to permit sick leave to be converted to service credit for purposes of retirement (Government Code section 20965).
- C. Accrued sick leave shall not be cashed out.
- D. There shall be no maximum on the number of hours of sick leave an employee may accrue (bank).

## 12. Illness/Injury During Vacation Leave

An employee who becomes ill or injured while on vacation may have such period of



illness/injury charged to the employee's accumulated sick leave rather than annual leave provided that, immediately upon return to duty, the employee submits to the department head a written request for sick leave accompanied by a signed statement from the employee's attending physician describing the types and dates of such illness/injury.

**13. Holidays During Annual Leave, Sick Leave or Disability**

Observed holidays occurring during sick leave shall not be counted as a day of annual leave, sick leave, or disability, but shall be regarded as the taking of a holiday.

**14. Annual Leave for Immediate Family Care**

Classified employees may use their annual leave for the required care of immediate family members who are ill, injured, or have a pregnancy related medical need. The City may predicate the approval of such leave time on physician verification.

**15. Funeral Leave**

Classified full-time or promotional probationary employees may be granted use of a maximum of 24 hours from their annual leave bank for each such instance to attend the funeral of the employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

**16. Bereavement Leave**

Classified regular full-time or promotional probationary employees may be granted use of a maximum of 40 hours from their leave time banks to deal with matters related to the death, or critical illness where death appears imminent, of any member of the employee's immediate family for each such instance.

**17. Disability Leave**

Employee may be granted paid disability leave based on the following circumstances, terms, and conditions. The purpose of providing these programs of paid disability leave is to ensure that regular full-time employees have reasonable and equitable provisions concerning their job and economic security.

- A. If a regular full-time employee is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to ninety (90) calendar days, commencing upon the third (3<sup>rd</sup>) calendar day after the injured employee leaves work as a result of the injury. However, if the disability necessitates hospitalization or the disability continues more than three (3) days, the aforesaid ninety (90) day leave of absence shall commence from the first (1<sup>st</sup>) day the injured employee leaves work or is hospitalized as a result of the injury.

Employees injured on the job who are absent from work due to such disability for

less than three (3) days may utilize accrued annual leave or sick leave during such absence.

- B. Following the initial ninety (90) day period of temporary disability, an eligible employee may elect to receive either workers' compensation disability payments or full salary by supplementing their workers' compensation disability payment by use of accrued leave time on an hour-for-hour basis. Upon utilization of all accrued leave credits, the employee injured in the performance of assigned duties and who is entitled to compensation under the Workers' Compensation Insurance Act shall be continued on the rolls of the City without pay until workers' compensation is discontinued, or the employee reached permanent and stationary status, provided that the disability was not the result of the employee's willful violation of safety rules or negligent behavior.
- C. Employees who are found to abuse or fraudulently use the privilege and benefits of the temporary disability program as prescribed shall be subject to disciplinary action, including termination from City service. The employee exercising these temporary disability provisions shall be required to provide the department head with a copy of the attending physician's report, which shall contain a description of the nature and anticipated duration of the disability and the employee shall keep the department head apprised of the medical condition at intervals prescribed.

## 18. Fitness for Duty

- A. The City may require an employee to submit to a medical examination by a physician designated by the City to evaluate the capacity of the employee to perform the work of the employee's position. The cost of such an examination shall be paid by the City.

The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the employee.

After consideration of the report and other pertinent information, the City will take steps in accordance with State and Federal law regarding disabilities. If the City concludes the employee is unable to perform the work of his/her present position, the City may demote or transfer the employee to an appropriate position, including one of less than full time. If it is concluded that the employee is unable to perform the duties of his/her position and the employee cannot be demoted or transferred to another position, the employee's employment with the City may be terminated. Any such action shall be considered non-disciplinary. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.

An employee terminated pursuant to this section may elect, at the employee's cost, an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job duties, the employee shall have the right to submit the matter to binding arbitration, pursuant to Article XVII, 4D of this MOU.

After weighing the evidence submitted by both parties, the employee may be reinstated if the arbitrator determines that the employee is fit to perform the duties of his/her former position. Reinstatement shall not require current eligibility on any city employment list. The arbitrator may elect to pay the employee for some or all of the time between the termination date and the date of the arbitrator's award.

- B. This section shall not supersede any rights and/or remedies the parties may have pursuant to the California Workers Compensation system and Labor Code.
- C. The parties agree to meet during the term of this agreement to review policies and statutes that govern Fitness for Duty and ensure compliance with state law.

## 19. Maternity Leave

- A. Employees are entitled to the following three types of leave during their pregnancy provided they meet the eligibility requirements for each leave. All of the following leaves may be taken incrementally. Leaves are taken consistent with state or federal law and this section is not intended to expand or reduce benefits provided in those statutes.

- i. Pregnancy Disability Leave (PDL)

- Duration: Up to four months (pro rata for part-time employees).

- Eligibility: Requires that an employee be disabled due to pregnancy, childbirth, or related medical conditions. A physician must verify any pregnancy-related disability.

- ii. Family Medical Leave Act (FMLA)

- Duration: Up to twelve weeks in a twelve-month period.

- Eligibility: Requires 12 months of employment and 1250 hours of service during the 12-month period immediately preceding the commencement of the leave.

- iii. California Family Rights Act (CFRA)

- Duration: Up to twelve weeks in a twelve-month period.

- Eligibility: As provided in state law. CFRA leave can be taken all at once or incrementally for up to one year after the birth of a child in two-week increments.

- B. Reasonable Accommodation

An employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she requests such an accommodation and provides the City with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee may request to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties. Such a request shall also be supported by proper medical certification and is contingent on the transfer being reasonably accommodated.

C. Substitution of Paid Leave for Pregnancy-Related Disability Leave

An employee taking pregnancy-related disability leave may supplement her disability payments by integrating her leave balances. Integration of leave balances does not extend the total duration of the leave to which an employee is entitled.

D. Leaves Effect on Benefits

If an employee taking a pregnancy-related disability leave also is eligible for Family and Medical Leave, the employee is entitled to the City's continuation of benefits up to a maximum of twelve (12) weeks in a 12-month period.

E. Other Terms and Conditions of Pregnancy-Related Disability Leaves.

The provisions of the City's "Family Care and Medical Leave" policy regarding the leave's effect on pay, notice requirements and medical certification requirements also apply to all pregnancy-related disability leaves.

F. Return to Work

As a condition of an employee's return to work from pregnancy disability leave, the City may require the employee to obtain a release to return to work from the employee's health care provider. Employees who return to work from pregnancy-related disability leaves shall be reinstated to their former positions.

**20. Jury Duty Leave**

A. Employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal work hours and days or shifts during such absence from work, provided the employee endorses to the City that compensation received by the employee for jury duty service.

B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.

C. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the City Manager.

D. Employees compensated by the summoning court jurisdiction for jury duty shall endorse such payments to the City in the same pay period the payment is received by the employee, in order to receive full City compensation as prescribed in "A" of this section. This payment endorsement is to be forwarded directly to the Finance Director by the employee.

## 21. Leaves of Absence

- A. Department heads may grant a regular full-time employee a leave of absence without pay or benefits related to employment for a period not to exceed one (1) calendar week. Such leaves shall be reported in writing to the City Manager.
- B. Leaves of absence without pay or benefits related to employment for a period not to exceed three (3) consecutive months may be granted to regular full-time employees upon recommendation of the department head and approval of the City Manager. Following the initial three (3) months, the leave of absence may be extended for a maximum of an additional six (6) months if recommended by the department head with approval by the City Manager. However, no such leave shall be granted except upon written request of the employee, setting forth the reason(s), circumstances and length of the requested leave.
- C. Upon expiration of an approved leave of absence, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave of absence to report for work promptly at the expiration of leave, or within a reasonable time after notice to return to duty, shall be cause for dismissal and the employee shall automatically waive all rights under these rules. The depositing of a first-class letter of notification to return to duty in the U.S. Postal Service addressed to the employee's last known address shall constitute reasonable notice.
  - i. The granting of any leave of absence without pay or benefits related to employment for any period exceeding one (1) full pay period shall result in setting of a new salary anniversary date for the employee. Such date shall be based on the employee's original salary date advanced by the number of calendar days leave in excess of one (1) full pay period.
- D. Temporary Leave Pending Disciplinary Action: Notwithstanding the provisions of the aforementioned sections, upon the recommendation of the department head, the City Manager may approve the temporary assignment of an employee to a status of leave with pay, pending conduct or completion of such investigations or hearing as may be required to determine if disciplinary action is to be taken.

## 22. Catastrophic Time Donation

The purpose of the catastrophic time bank is to enable employees to receive and donate accrued annual leave, and compensating time off (CTO) credits, to assist employees who have no leave and who will suffer a financial hardship due to a prolonged illness or injury to themselves or a member of the immediate family as defined in Article VIII. The following conditions shall apply:

- A. Individuals who request donated leave must do so in writing and have proper certification of need on file with Human Resources.

- B. Catastrophic Leave will be available only to employees who are unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days and have exhausted all of their own paid leave through a bona fide serious illness or injury.
- C. The time bank shall be administered by the City.
- D. An employee may be on disability insurance and use the time bank credits in the same manner that annual leave is used to supplement disability insurance benefits.
- E. All donations are to be confidential between the donating employee and the City.
- F. Donations are limited to annual leave and compensatory time. Sick leave may not be donated under this plan. Employees donating to the time bank must have eighty (80) hours of annual leave available after making a donation. Donations are capped at no more than 320 hours total per calendar year to the individual requesting donations. Distribution will be on a payroll-to-payroll basis.
- G. Donations should be a minimum of four (4) hours per each donation form submitted.
- H. Donating employees must sign an authorization form (prepared by the City) and specify the number of hours and type of leave donated to the catastrophic leave bank. These hours are allocated to employees as needed, subject to the cap. Employees who donate leave cannot designate which co-worker should receive the donated hours. Employees relinquish all rights and claims to hours donated.
- I. Hours of donated leave shall be valued at the recipient's regular base wage.
- J. Donations shall be subject to applicable tax laws. An employee donating accrued leave or an employee receiving donated leave shall waive all tax liability of the City through the establishment of the catastrophic time donation program.
- K. Availability of catastrophic leave time shall not delay or prevent the City from taking action to medically separate or disability retire an employee.
- L. The City may require a physician's statement stating that the presence of the employee who is requesting catastrophic leave time to care for an ill or injured immediate family member is necessary.

## 23. Holidays

- A. The following holidays shall be observed by the City with respect to all employees, except shift employees. City offices shall be closed on these days except as otherwise provided by the Department Head.
  - New Year's Day (January 1)
  - Martin Luther King Day
  - President's Day (Washington's Birthday)

- Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Friday following Thanksgiving Day
  - December 24
  - Christmas Day
  - December 31
  - One personal holiday
- B. If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- C. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head with approval of the City Manager.
- D. Notwithstanding the above, eligible employees who are not able to take a designated holiday day off shall be credited with one (1) additional day of annual leave (8 hours) for each holiday not taken.
- E. Employees shall be entitled to one (1) personal holiday (8 hours) per calendar year. The personal holiday shall be taken in the same manner and under the same rules as compensating time, except that employees who have not completed their initial probationary period may not take their personal holiday until they have completed the probationary period.
- F. Maintenance workers in the Solid Waste Division shall accrue 4 hours of compensating time off (CTO) on April 1 of each year.
- G. No holiday pay shall be accrued when an employee has been off work for an unpaid status more than 90 days.

**24. Federal and State Family and Medical Leave Acts**

The City agrees to comply with the Federal and State Family and Medical Leave Acts.

**25. Personal Leave Time**

- A. Any Personal Leave Time (PLT) earned by employees and still remaining on the books may be used by employees for time off on an hour-for-hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:

- i. Use of PLT shall be subject to the operating needs of the City.
- ii. Use of PLT shall not cause the City to backfill behind an employee using PLT.
- iii. PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City or retires, any PLT remaining in the bank shall be surrendered with no value to the employee.

## **Article X. TRANSFER AND PROMOTION**

### **1. Transfer**

- A. The City reserves the right to transfer employees in accordance with the needs of the City.
- B. No bargaining unit employee shall be transferred as a punitive measure.

### **2. Worksite and Shift Transfer**

- A. No bargaining unit employee shall be permanently transferred between work sites without ten (10) days prior written notice.
- B. No bargaining unit employee shall be temporarily transferred without notice at least one day prior to said transfer, except in case of emergency.
- C. Temporary work site transfers shall be for a period not to exceed thirty (30) working days.

### **3. Voluntary Position Transfer**

"Voluntary position transfer" for this section shall mean a change of employment from one position to another in the same classification in the same or a different department.

- A. Employees may apply to transfer into vacant positions that occur in the City. Employees desiring voluntary transfer may notify the Human Resources Director, which will keep a file of employees requesting transfers. When vacancies occur for which employees on the transfer request list qualify, the Human Resources Director will notify the employees of such vacancy and the employee may apply.
- B. Qualified applicants from within the bargaining unit shall be interviewed before other applicants. The appointing authority shall consider transfer applicants and decide whether or not to fill the vacant position from among the transfer applicants prior to proceeding to interview the other applicants.
- C. The City agrees that it is desirable to offer transfer opportunities to qualified applicants from within the bargaining unit.



- D. The City shall provide the Union with recruitment notices.

#### **4. Promotion**

- A. Employees in the bargaining unit shall be considered for job vacancies within the bargaining unit, which can be considered a promotion, providing they stand within the group included on the certification list for final consideration and are qualified by virtue of successful examination.

Employees must file a city employment application form for such vacancy within the specified filing period.

- i. A notice of job vacancy will be provided to the Union.
- ii. The City agrees that it is desirable to offer promotional opportunities to qualified applicants from within the bargaining unit.

### **Article XI. POSITION CLASSIFICATION**

#### **1. Employee Classification Study Requests**

- A. IUOE may request that a position classification study of a position in the IUOE bargaining unit be conducted by the City Human Resources Department. IUOE may make up to three requests for fiscal year 2020-2021, and three requests for fiscal year 2021-2022.
  - i. Classification study requests shall be submitted in writing to the Human Resources Department.
  - ii. The Human Resources Department will conduct a classification review of the position identified for study by IUOE to determine if the position is properly classified and/or if the class specification is in need of revision.
  - iii. The City agrees to notify IUOE of classification study results and to meet with IUOE upon request to share and discuss study findings.
  - iv. Disputes regarding the findings of the Human Resources Department on IUOE position classification study requests may be appealed to the City Manager or designee. The City Manager or designee's decision shall be final.

### **Article XII. TRAINING AND SAFETY**

#### **1. Training**

The City encourages and provides vocational and safety training for all employees in order to maintain efficient, effective, and safe working conditions. Such training programs may

include lecture courses, demonstrations, assignment of reading materials, or such other devices as may be advisable for improving the effectiveness and broadening the knowledge of City employees in the performance of their respective duties.

Responsibility for vocational training and observance of safe work practices shall be shared equally by each employee. In this regard, employees shall be responsible for attending, learning, and applying the information provided by in-service training, and shall be responsible for self-initiation of that training outside the work environment that could reasonably lead to, or be required by, the standards for promotional employment opportunities.

## 2. Safety

It is the policy of the City to provide for the continuous development, implementation and maintenance of a safety program that will enhance a safe and healthy work environment for all employees. Likewise, employees are expected to observe the highest possible standards of safety in the performance of service and execution of all assigned duties.

## 3. Tuition Reimbursement Policy

With the advance written approval of an employee's department director and the Human Resources Director, and upon satisfactory completion with a grade "C" or better, the City shall reimburse an eligible, permanent unit member for the cost of tuition from a recognized college or university (on a course-by-course basis) for courses having a strong nexus to the employee's job classification and will benefit the City. All classes will be taken on the employee's own time.

### A. Eligibility:

- i. In order to qualify for tuition reimbursement, an employee shall have attained permanent status (successfully completed entry-level probation). No reimbursement will be made for classes taken during the eligibility period or prior to attaining permanent status. Classes successfully challenged will not be eligible for reimbursement.
- ii. Recognized colleges or universities are those institutions of higher learning accredited by one or more of the following accrediting organizations: Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, Higher Learning Commission, North Central Association of Colleges and Schools, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and Western Association of Schools and Colleges.

### B. Tuition shall be reimbursed as follows:

- i. Fifty percent (50%) of the cost of tuition, up to a maximum of \$1,000 per calendar year for employees attending community college.

- ii. Fifty percent (50%) of the cost of tuition, up to a maximum of \$2,000 per calendar year for employees working towards a Bachelor of Arts, Bachelor of Science, Masters of Arts, or Masters of Science degree at an accredited college or university.
- C. Approval of a claim for tuition reimbursement shall be as follows:
- i. Claims for tuition reimbursement will be denied for any course or class that has not received prior written approval by the employee's department director and City.
  - ii. Tuition reimbursement shall be on a course-by-course basis by the employee's Department Head and Human Resources Director and should have a strong nexus to the employee's job classification.
  - iii. All requests for tuition reimbursement are subject to available funds as determined by the City. Approval for any program does not guarantee approval or available funds for any subsequent class.
  - iv. Reimbursement requests and grade reports must be turned in to the Department and the Human Resources Department within ninety (90) days of course completion.
  - v. Any employee voluntarily terminating their employment within twenty-four (24) months of receiving reimbursement under this section will be responsible for repaying the City of Folsom the full amount of the reimbursement received. An employee involuntarily separated (termination, lay-off or industrial disability retirement) will not be required to reimburse the City.
  - vi. Part-time permanent employees working twenty (20) or more hours a week shall be eligible to receive reimbursement pursuant to the above policy on a 50% basis.

### **Article XIII. SEPARATION FROM SERVICE**

#### **1. Layoff**

- A. Non-Discrimination in Work Force Reduction: Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, creed, national origin, religion, sex, age, or physical handicap.
- B. Layoff Plan: In the interest of employees who may be adversely affected by a general layoff arising from the need to reduce the work force, the City may first solicit volunteers for alternative measures, such as early retirement, demotion, job sharing, reduced work hours and the like, in order to reduce the impact upon

employees, so long as it is in the City's best interest to take such measures.

- C. Abolition of Positions: The City Council may abolish any position in City service when, in Council's judgment, such action becomes necessary. Employees transferred, demoted or laid off because of abolition of positions shall receive written notice of such fact but shall not have the right of appeal in such cases. When a position is abolished, every effort will be made to transfer the affected employee to a comparable class and to follow the layoff procedures.
- D. Layoff Area and Priority: The City Manager, in consultation with the City Council, shall determine the area(s) and positions in which layoffs may occur, including the identification of the department, division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, the City will give notice to IUOE prior to implementation of the layoff, and upon request, shall consult with IUOE in good faith regarding the impact of the layoff. Unless agreed otherwise, the following layoff procedures shall be followed:
- i. Employees holding temporary, seasonal, part-time, probationary, or provisional appointments and any other non-permanent positions that conduct a majority of the duties as those in the identified classes, shall be released or laid off first. Employees serving in a regular part-time position shall be laid off second. Employees in classified service who have completed probation (i.e. regular classified employees) shall be laid off last.
  - ii. Should it become necessary to lay off regular classified employees, the person(s) laid off shall be those with the least service credit within an identified position in the affected department. If two (2) or more employees in this circumstance possess essentially the same amount of service credit, the City Manager shall determine which person shall be laid off on the basis of efficiency and effectiveness.
- E. Service Credit: Service credit shall be determined and defined as follows:
- i. Continuous Service in the Classification, including successful completion of the probationary period, shall be the basis for receiving one (1) point for each year of service in the current classification, or fraction thereof for each full month of service in the current classification.
  - ii. Continuous City Service, including successfully completed probationary periods, shall be the basis for receiving additional service credit as follows:
    - 1. One (1) point for each service, or fraction thereof, for each full month of service, in lower classes of work within the same department; or
    - 2. One-half ( $\frac{1}{2}$ ) point for each year of service, or fraction thereof, for each full month of service, in another class of work in a different department than the one in which currently

employed.

iii. Exam Placement: The lowest score in the exam taken for the position identified shall be released first. Thereafter, if there are identical scores, the release shall be based on the best interests of the City.

iv. Performance Evaluation: Based upon the employee's last two (2) ratings shall be the basis of receiving additional service credits; each rating shall be valued as follows:

Superior	+ 2 points
Satisfactory	+ 1 point
Below Satisfactory	- 2 points

F. Layoff Notification: The City Manager shall give notice personally or in writing to the last known address to each employee affected by a layoff at least fifteen (15) calendar days prior to the effective date of such action. The notice shall include:

- i. The reason(s) for layoff;
- ii. Classes or positions to which the employees may transfer or demote within the department, if any;
- iii. Effective date of the action;
- iv. Service credit of the employee based on the formula rating specified herein;
- v. Rules regarding waiver of reinstatement and voluntary withdrawal from the reinstatement list; and
- vi. Appeal right of the employee; excluding layoff resulting from abolition of the position.

G. Bumping: An employee designated to be laid off may bump into any vacant position in the same class elsewhere in the City, or into any position of the same class held by an employee with lesser service credit elsewhere in the City. If no such position exists, the employee may bump into the next lower classification within the same department, provided that the employee has previously held regular full-time status in such classification with the City and possesses greater service credit than another employee in the lower class. Thereafter, an employee may bump into any previously held regular full-time position in the City, provided that the occupant of such position has lesser credit than the employee being laid off. An employee who bumped shall be laid off in the same manner as an employee whose position is abolished.

H. Layoff of Bumped Employee: The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) calendar days prior to the effective date of the layoff.

The names of regular full-time classified employees who have been laid off due to reduction in force shall be placed on an appropriate reinstatement list according to the date of separation on the following basis: last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter. Such list shall be used by the appointing authority when a vacancy for that class is

to be filled before certification of any other employment list.

- I. Reinstatement Lists: The eligibility of individuals on Reinstatement Lists shall extend for a period of two (2) years from the date of layoff. Eligible employees not responding to written notification of an opening within ten (10) working days shall have their names removed from the Reinstatement Lists.
- J. Notice of Recall from Layoff: Notice shall be given by Return Receipt Requested Mail and shall specify the date for reporting to work, which shall be not more than two (2) weeks from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or actual delivery is certified by the Postal Service. Upon receiving notice, the person on layoff shall have five (5) days to accept or decline the recall opportunity.

An employee who fails to respond in writing within the five (5) days, refuses recall, or fails to report on the prescribed date within the two (2) week maximum, thereby waives all further right to recall and reinstatement as an employee. When recall is declined, the City will proceed to the next person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met or until the list exhausted. Reinstated persons shall receive the following upon return to service:

- i. Retention of regular full-time service length accrued as of date of layoff.
  - ii. The salary for the classification in effect as of the date of return, at the same step level as the date of layoff, not to exceed the top step.
  - iii. The accrual rate of vacation and sick leave in effect for the employee's service length and class at the time of rehire, but insurance contributions shall be at the level of a new employee serving the obligatory probation period of at least six (6) months if on layoff for more than one (1) year.
  - iv. All other benefits or programs in effect at the time of layoff shall be forfeited unless they are still applied to the classification or salary range at the time of rehire, or provided to new hires as of that date.
- K. Resignation in Lieu of Recall: An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement and shall be entitled only to those rights under normal separation from service.

## 2. Check Out Upon Separation

Any employee who is laid off, terminated, retired, or who separates from City service for any reason shall not receive a final paycheck until all City-owned equipment has been turned in to the Supervisor, including the City identification card and any clothing, tools, or other working materials that have been provided by the City, and until the employee has completed all exit interviews and forms which may be required by the City Manager or department head.

## **Article XIV. MISCELLANEOUS**

### **1. Permanent Part-Time Employees**

- A. Permanent part-time employees are employees hired off an eligible list and who work at least 20 hours per week and not more than 39 hours per week.
- B. The City agrees to provide the same health, dental, and vision insurance contributions for the employee-only category for permanent part-time employees that it provides permanent full-time employees. Permanent part-time employees shall have the option to purchase employee plus 1 or employee plus 2 or more coverage through the City at rates established by the City's health, dental, and vision insurance carriers. When a permanent part-time employee purchases dependent coverage, the employee shall pay the difference between the amount paid by the City for employee-only coverage and the cost of the dependent coverage.
- C. Other benefits provided in the MOU between the City and IUOE shall be allocated to permanent part-time employees on a pro-rata basis.

### **2. Replacement of Damaged Personal Property**

When an employee damages his/her personal property during the normal performance of his/her duties, the employee may submit a claim for reimbursement with the City. The City shall investigate such claims and may reimburse the employee for all or part of the damaged personal property. The City shall respond to the employee within thirty (30) days after submission of the claim. The final decision to reimburse an employee for damaged personal property shall rest with the City.

### **3. Bi-Weekly Pay Schedule/Alternate Work Schedules**

Should the City decide to implement a bi-weekly pay schedule (26 pay periods per year) in lieu of the current bi-monthly pay schedule (24 pay periods per year), the City agrees to notify IUOE and meet and confer with IUOE on the impact on employees in the Miscellaneous Bargaining Unit.

### **4. Repetitive Motion Study**

Employees who work in office locations may request that the City conduct a Repetitive Motion Study. Such requests shall be submitted in writing to the Human Resources Department.

## **Article XV. PERFORMANCE EVALUATIONS**

### **1. Performance Evaluation**

- A. Employees will be evaluated in accordance with City Personnel Rules. It is agreed that regular reports be made as to the efficiency, competence, conduct, and merit of City employees. The preparation and use of employee performance evaluations are for the mutual benefit of the City and the effective development of the employee to achieve desired job or career goals. Performance evaluation reports should not be used for disciplinary purposes but rather to identify specific strengths and weaknesses in the employee's job-related performance; to acknowledge the merit of above-standard performance; and to prescribe the means and methods of upgrading deficiencies to a required or desired level of performance. However, performance evaluations may be cited as evidence in support of conduct that is the subject of a disciplinary action.
- B. Employees shall receive their scheduled step increase unless Human Resources and the employee are notified that the employee will receive an unsatisfactory performance evaluation within 30 calendar days of the employee's scheduled step increase date. When an employee's scheduled step increase is withheld due to unsatisfactory performance, the employee shall retain his/her salary anniversary date. Denial of a step increase may be appealed to the City Human Resources Department. This section shall not be subject to the Grievance and Arbitration provisions of this MOU.

### **2. Authority to Prepare Reports**

The department head shall prepare or delegate the preparation of performance evaluation reports to subordinate supervisors who are most familiar with the work of the employee to be evaluated. The department head shall review and approve all performance evaluations of departmental personnel prior to review with the affected employee.

### **3. Frequency and Distribution of Reports**

- A. Employee performance evaluation reports shall be prepared for probationary employees as prescribed in City Personnel Rules. For regular full-time employees, a report shall be submitted within ten (10) calendar days prior to the salary anniversary date each year. In addition, an evaluation report may be prepared at any time by the reasonable request of the employee or at the discretion of the employee's supervisor, when it is deemed to be necessary and appropriate.
- B. Reports shall be prepared with a copy to the employee and the department's working file. The original shall be forwarded to the Human Resources Director for review and retention in the employee's official personnel file.



#### 4. Review with the Employee

Each performance evaluation shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or are unacceptable. Employees shall also be encouraged to comment about their work performance, either in a written statement attached to the report or verbally. The employee shall sign the performance report to acknowledge awareness of its contents and discussion of the report with the evaluator. The employee's signature does not necessarily mean that the employee fully agrees with the contents of the report and may so state on the report before signing.

#### 5. Purging of Personnel Files

Counseling memorandums are not disciplinary and shall not be placed in the employee's personnel file. Employees shall be offered the opportunity to sign and be provided with a copy of any disciplinary written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during regularly scheduled working hours to prepare a written response to such materials. The written response must be submitted within fifteen (15) days of the notice to place the disciplinary documents in the personnel file.

If the employee was not allowed the opportunity to sign the documents prior to placement within the personnel file, the employee shall have the right at any time to attach a written response to the material. Any person who places any written material in an employee's file shall sign and date the material, signifying when it was placed in the employee's file and by whom.

Disciplinary actions shall be purged (at the request of the employees) from the employee's personnel file following the schedule below in accordance with the City's records retention policy:

- Written reprimands: 24 months
- Other disciplinary actions (i.e., suspension, reductions in pay, and demotions): five (5) years (sixty months).

## **Article XVI. EMPLOYEE DISCIPLINE**

### 1. Policy

It is the policy of the City that discipline of City employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in the City Personnel Rules.

### 2. Definition

As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal (reference City Personnel Rules).

### 3. Persons Authorized to Initiate Disciplinary Action

Discipline may be initiated by those authorized in the Personnel Rules.

### 4. Application

- A. Permanent Status: This article shall only apply to employees with permanent status with the City.
- B. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.
- C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment.
- D. Temporary Upgrade (Out of Class): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.
- E. A written reprimand shall be appealable only to the City Manager or his/her designee with the right to present the employee's position and supporting evidence, but no right to present evidence or confront or cross examine witnesses. The decision of the City Manager or designee shall be final.
- F. Upon the request of an employee, a written reprimand shall be removed from an employee's personnel file after two (2) years from the original date of issuance; provided, however, that the employee has not been subject to formal disciplinary action during the two (2) year period.
- G. A counseling memo or letter of instruction shall not be considered disciplinary action and shall not be appealable.

### 5. Cause for Disciplinary Action

- A. Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples can be found in the City Personnel Rules):
  - i. Misstatement of facts during the hiring process
  - ii. Falsification of an entry on a City document (e.g., timecard, expense report)
  - iii. Disclosure of confidential information
  - iv. Insubordination or willful disobedience
  - v. Incompetence, inefficiency or unsatisfactory job performance

- vi. Discriminatory, discourteous, or unbecoming behavior
- vii. Theft, misuse or unauthorized use or possession of City property
- viii. Dishonesty
- ix. Misconduct, i.e., any behavior that brings harm or discredit to the City
- x. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business
- xi. Possession of a firearm, weapon, or hazardous or dangerous device while on City property or on official business
- xii. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects, or brings discredit to, the City
- xiii. Excessive absence or tardiness
- xiv. Absence without approved leave
- xv. Violation of a City rule, policy, or procedure
- xvi. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
- xvii. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position
- xviii. Abusive conduct or "bullying" that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. This may include repeated infliction of verbal abuse such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

## **6. Preliminary Notice of Disciplinary Action**

- A. Prior to taking disciplinary action with a regular employee to suspend without pay, reduce pay, demote (except for demotion in lieu of layoff), or dismiss, the Department Head will provide the employee with a written preliminary notice of disciplinary action which shall contain the charges, the specific factual basis for the charges, and the nature of the proposed disciplinary action. A copy of the

preliminary notice of disciplinary action shall be served upon the employee either personally, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the employee's official personnel file. If notice is provided by mail, the employee should be deemed to have received notice ten (10) workdays after the date of mailing.

- B. The Preliminary Notice of Disciplinary Action shall include:
- i. A statement of the nature of the disciplinary action;
  - ii. The effective date of the disciplinary action;
  - iii. A statement of the reasons for the disciplinary action citing the item(s) under Section 5a, the Personnel Rules, City policies, or state or federal law which have been violated;
  - iv. Any supporting material or documentation;
  - v. A statement advising the employee of the right to request a Skelly Meeting, the manner and time in which the request for a Skelly Meeting must be made, and the required content of the request for a Skelly Meeting; and
  - vi. The name and address of the person to whom all written communication regarding this Skelly Meeting shall be sent.

## 7. Skelly Meeting

- A. An employee who is subject to disciplinary action of suspension without pay, reduction in pay, demotion, or dismissal, as outlined in Section 6.A., shall have the right, within five (5) workdays after receiving a Preliminary Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Human Resources Director.
- i. The right to request a Skelly Meeting does not apply to a Written Reprimand. An employee who is subject to disciplinary action of a Written Reprimand and disagrees with the discipline is encouraged to discuss with their Department Manager. The employee may also, within five (5) days after receiving a Written Reprimand, request a meeting with the City Manager or designee by filing a written request with the Human Resources Director.
  - ii. The City Manager or designee shall have final authority to sustain, modify, or dismiss the Written Reprimand. This decision may be communicated orally or in writing. As stated in Section 4.E., a Written Reprimand is not appealable beyond the City Manager or designee whose decision is final. In addition, a Written Reprimand may be removed from the employee's personnel file after two (2) years per Section 4.F. if subsequent disciplinary

action has not occurred within that timeframe.

- B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting, or, in the case of a Written Reprimand, a meeting with the City Manager or designee, and the proposed discipline becoming final.
- C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer". The Skelly Officer will meet with the employee, listen to arguments, and receive documents presented by the employee. Within a reasonable time and in writing, the Skelly Officer shall respond to the City, with a copy to the employee and the employee's representative, if applicable. The Skelly Officer may recommend that the City dismiss, modify, or sustain the proposed discipline.
- D. If the proposed discipline is sustained or modified by the City after the Skelly Meeting, the disciplinary action shall be implemented. A Final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action, except that the Final Notice of Disciplinary Action shall include a statement advising the employee of the right to appeal the action, the manner and time in which the appeal must be made, the required content of the appeal, and name and address of the person to whom all communication regarding the appeal shall be sent.

## 8. Appeal of Disciplinary Action

- A. Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the Human Resources Director. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
- B. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.
- C. Appeals of disciplinary actions to arbitration shall be pursuant to Article XVII (Grievance Procedure) of this Agreement, except that on disciplinary appeals:
  - i. An appeal of a disciplinary action is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
  - ii. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by Local 39, self-represented, or independent counsel, and the City who may be represented by the Human Resources Department or counsel.
  - iii. The employee shall be entitled to appear personally at the hearing and

produce evidence.

- iv. The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties.

## **Article XVII. GRIEVANCE PROCEDURE**

1. **Definition:** A grievance is a complaint of an affected employee, a group of employees, or Local 39 resulting from interpretation or application of this Agreement, or the City rules or regulations governing personnel practices or working conditions.
2. **Time Limits:** Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be appealed to the next step of the grievance procedure.

When days are used in this article for the purpose of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

Time limits may be waived or extended by mutual agreement between the parties. As referred to in this article, all "days" are "workdays."

3. **Presentation:** An employee and/or IUOE representative may present a grievance during work time provided such presentations and discussions do not disrupt City operations and are kept to a reasonable minimum.
4. **Procedure:** All grievances as defined herein shall be processed in accordance with this procedure. All grievances, beginning at Step 1 shall be filed on a form provided by the City for that purpose. IUOE may refuse to represent a grievant and the City may refuse to consider a grievance where the aggrieved party has not followed this procedure.
  - A. **INFORMAL STEP.** Within fifteen (15) days of the event or circumstance giving rise to the grievance or within fifteen (15) days of the time the affected employee or IUOE should reasonably have been aware of the event or circumstance, the grievance shall be discussed informally with the person or persons most directly responsible for the event or circumstances which gave rise to the grievance. If the grievance is not resolved within five (5) days of the date on which it is first presented at the Informal Step, the grievant may proceed to Step 1 and file a formal grievance.
  - B. **STEP 1.** A formal grievance shall be presented in writing to the grievant's department head. The department head shall conduct such investigation as is deemed appropriate and shall issue a written determination within ten (10) days of the date on which the grievance was appealed to the department

head.

- C. **STEP 2.** Within five (5) days of the Step 1 response or, if no Step 1 response is received, within twenty (20) days of the date of the Step 1 appeal, the grievance may be appealed to the City Manager or designee. The City Manager or designee shall conduct such investigation as is deemed appropriate and shall issue a written determination within ten (10) days of the date on which the grievance is first presented at Step 2. If the City Manager or designee fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, only IUOE may request that the matter be submitted to binding arbitration. Individual employees may not submit grievances to binding arbitration.
- D. **STEP 3.** A request for binding arbitration shall be made in writing to the City Manager within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 2, or in the event that no Step 2 answer is received, within twenty (20) days of the date of the Step 2 appeal.

An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to the California State Mediation and Conciliation Service. The parties shall request a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

The arbitrator's decision shall be final and binding on the City, IUOE, and the grievant(s). The arbitrator shall have no authority to add to or delete from the terms of this Agreement, or City Personnel Rules. All fees and costs of the arbitrator and court reporter, if any, shall be borne equally by the parties.

## **Article XVIII. TERM OF AGREEMENT**

### **Term**

This agreement shall remain in full force and effect from July 1, 2022, through June 30, 2025. The parties agree to begin negotiations on a successor Memorandum of Understanding no later than 120 calendar days prior to expiration of this Memorandum of Understanding.

### **Existing Benefits and Practices**

The parties recognize that there are existing ordinances, resolutions, and policies regarding benefits and other terms and conditions of employment and the same remain in full force and effect except as modified by this Agreement.

**Signatures**

This Memorandum of Understanding is hereby executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the employer/employee representatives whose signatures appear below on behalf of their respective organizations.

For the City:

For Local 39:

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Elaine Andersen  
City Manager

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Bart Florence  
Business Manager

---

John Spittler  
Human Resources Advisor

---

Jeff Gladieux  
President

---

Dennis Batchelder  
City Representative

---

Brandy Johnson  
Director of Public Employees

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Allison Garcia  
Human Resources Director

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Chuck Thiel  
Business Representative

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Don Brown  
Bargaining Team Member

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Aaron Armstrong  
Bargaining Team Member

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Tony Servin  
Bargaining Team Member

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Michelle Walker  
Bargaining Team Member

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Lee Cordaway  
Bargaining Team Member



1. Appendix A – List of Classes in Bargaining Unit

Account Clerk	Mechanic II
Accounting Technician I/II	Office Assistant I/II
Administrative Assistant	Park Planner I/II
Administrative Technician	Planner I/II
Arborist	Planning Technician I/II
Assistant City Clerk	Process Improvement Specialist
Assistant Civil Engineer	Recreation Coordinator I
Assistant Zookeeper/Zookeeper I	Recreation Coordinator II
Building Inspector I/II	Refuse Driver
Building Plans Checker I/II	Revenue Technician I/II
Building Plans Coordinator	Senior Building Inspector
Building Technician I/II	Senior Building Tradesworker
Building Tradesworker I/II	Senior Construction Inspector
Circulation Coordinator	Senior Environmental Specialist
City Clerk Technician I/II	Senior Equipment Mechanic
Code Enforcement Officer I/II	Senior Librarian
Code Enforcement Technician	Senior Maintenance Worker
Communications & Marketing Specialist	Senior Maintenance Specialist
Construction Inspector I/II	Senior Office Assistant
Digital Communications & Marketing Specialist	Senior Recreation Coordinator
Disbursements Specialist	Senior Revenue Technician
Disbursements Technician	Senior Traffic Signal Technician
Electrical & Instrument Technician	Senior Wastewater Collection Technician
Engineering Technician I/II	Senior Water Treatment Plant Operator
Environmental Specialist	Senior Water Utility Worker
Fire Prevention Officer	Senior Zookeeper
GIS Specialist	Traffic Control Device Technician
Hazmat Coordinator	Traffic Control & Lighting Technician I/II
Information Systems Analyst	Wastewater Collection Technician I/II
Information Systems Technician I/II	Wastewater Collection Technician III
Inventory Clerk	Water Distribution Chief Operator
Irrigation Systems Coordinator	Water Distribution Operator I/II
Lead Plant Mechanic	Water Distribution Operator III
Lead Senior Mechanic (Combined Shifts)	Water Management Coordinator
Lead Senior Zookeeper	Water Management Specialist
Librarian	Water Quality Technician
Library Assistant	Water Treatment Plant Chief Operator
Library Technician	Water Treatment Plant Operator I/II
Maintenance Specialist	Water Treatment Plant Operator III
Maintenance Worker I/II	Water Utility Worker I/II
Marketing and Graphics Coordinator	Water Utility Worker III
Mechanic I	Zookeeper II

## 2. Appendix B – Recognized Certifications/Licenses

Per Article VI, Section 9, when management requires a special skill certification, and it is not listed in the classification description as a necessary qualification, the employee in the listed job classification should be paid special skill certification/license pay as listed in the table below. In no instance shall this pay, in combination with any educational incentive pay, exceed \$300.00 per month.

Classification	License/Certification	Incentive
<b>Building Inspector</b>	– Certified Combination Inspector	\$50.00
	– Certified Electrical Inspector	\$50.00
	– Certified Mechanical Inspector	\$50.00
	– Certified Plumbing Inspector	\$50.00
	– Uniform Fire Code Certificate	\$50.00
	– ADA Specialist Certificate	\$50.00
<b>Clerical</b>	– Notary Public Commission	\$50.00
<b>Code Enforcement Technician</b>	– Certified Code Enforcement Officer	\$100.00
<b>Construction Inspector</b>	– Registered Public Works Inspector	\$200.00
<b>Engineering Technician</b>	– Licensed Land Surveyor	\$200.00
<b>Information Systems Technician or Analyst</b>	– Microsoft	\$75.00
	– Cisco	\$75.00
<b>Lead Plant Mechanic</b>	– Class “A” License	\$150.00
	– ASE Certificates	\$50.00
	– ASE Master	\$50.00
	– Automatic Transmission	\$50.00
	– Brakes (Air & Hydraulic)	\$50.00
<b>Lead Senior Mechanic (Combined Shifts)</b>	– Class “A” License	\$150.00
<b>Maintenance I, II, Lead</b>	– Class “A” License	\$150.00
<b>Mechanic</b>	– ASE Certificates	\$50.00
<b>Mechanic I/II/Senior</b>	– Class “A” License	\$150.00
	– ASE Master	\$200.00
	– Automatic Transmission	\$50.00
	– Brakes (Air & Hydraulic)	\$50.00
	– Electrical Systems	\$50.00
	– Engine Performance	\$50.00
	– Heating & Air Conditioning	\$50.00
	– Manual Transmission	\$50.00
	– Refrigerant License	\$50.00
	– Smog Certificate License	\$50.00
	– Suspension & Steering	\$50.00
<b>Park Maintenance Worker I/II</b>	– Certified Playground Safety Inspector	\$100.00
	– Certified Pool Operator	\$100.00
	– Certified Landscape Irrigation Auditor	\$50.00
	– Certified Landscape Technician	\$50.00
	– Certified Irrigation Contractor	\$50.00
<b>Park Planner/Assoc. Planner</b>	– Certified Irrigation Designer	\$50.00
<b>Plan Checker</b>	– Certified Building Inspector	\$50.00
	– Certified Electrical Inspector	\$50.00
	– Certified Plumbing Inspector	\$50.00
	– Certified Mechanical Inspector	\$50.00
	– Uniform Fire Code Certificate	\$50.00
	– ADA Specialist Certificate	\$50.00
<b>Traffic Control/Lighting Tech I/II</b>	– International Municipal Signal (IMSA) Traffic Signal Technician I/II/III (level above job)	\$50.00
	– International Municipal Signal Association (IMSA) Roadway Lighting Certification	\$50.00
	– Fiber Optics Installation Certification	\$50.00
<b>Water Utility Worker I/II/III/Sr., Water Treatment Plant Operator I/II/III/Sr., Water Distribution Operator I/II/III/Chief, Wastewater Collection Technician I/II/III/Sr., Water Management Specialist, Water Quality Technician, Water Management Coordinator</b>	– Advanced State Certification for D5, T5 or G4 only (in field, not required in classification, and approved by Director and HR)	\$300.00
	– Advanced State Certification for D4, T4 or G3 only (in field, not required in classification, and approved by Director and HR)	\$200.00
	– Class “A” License	\$150.00

3. **Appendix C – New 9-Step Salary Range**

Salary Range	Salary	1	2	3	4	5	6	7	8	9
<b>M31</b>	Eff 7/1/22	40,245.46	41,452.83	42,696.41	43,977.30	45,296.62	46,655.52	48,055.19	49,496.84	50,981.75
	Eff 7/1/23	41,452.83	42,696.41	43,977.30	45,296.62	46,655.52	48,055.19	49,496.84	50,981.75	52,511.20
	Eff 7/1/24	42,696.41	43,977.30	45,296.62	46,655.52	48,055.19	49,496.84	50,981.75	52,511.20	54,086.54
<b>M37</b>	Eff 7/1/22	46,606.18	48,004.37	49,444.50	50,927.84	52,455.67	54,029.34	55,650.22	57,319.73	59,039.32
	Eff 7/1/23	48,004.37	49,444.50	50,927.84	52,455.67	54,029.34	55,650.22	57,319.73	59,039.32	60,810.50
	Eff 7/1/24	49,444.50	50,927.84	52,455.67	54,029.34	55,650.22	57,319.73	59,039.32	60,810.50	62,634.81
<b>TBD - Maintenance Worker I</b>	Eff 7/1/22	48,936.50	50,404.59	51,916.73	53,474.23	55,078.46	56,730.81	58,432.74	60,185.72	61,991.29
	Eff 7/1/23	50,404.59	51,916.73	53,474.23	55,078.46	56,730.81	58,432.74	60,185.72	61,991.29	63,851.03
	Eff 7/1/24	51,916.73	53,474.23	55,078.46	56,730.81	58,432.74	60,185.72	61,991.29	63,851.03	65,766.56
<b>M41</b>	Eff 7/1/22	51,396.44	52,938.34	54,526.49	56,162.28	57,847.15	59,582.56	61,370.04	63,211.14	65,107.48
	Eff 7/1/23	52,938.34	54,526.49	56,162.28	57,847.15	59,582.56	61,370.04	63,211.14	65,107.48	67,060.70
	Eff 7/1/24	54,526.49	56,162.28	57,847.15	59,582.56	61,370.04	63,211.14	65,107.48	67,060.70	69,072.52
<b>M43</b>	Eff 7/1/22	53,968.19	55,587.24	57,254.85	58,972.50	60,741.67	62,563.93	64,440.84	66,374.07	68,365.29
	Eff 7/1/23	55,587.24	57,254.85	58,972.50	60,741.67	62,563.93	64,440.84	66,374.07	68,365.29	70,416.25
	Eff 7/1/24	57,254.85	58,972.50	60,741.67	62,563.93	64,440.84	66,374.07	68,365.29	70,416.25	72,528.74
<b>M45</b>	Eff 7/1/22	56,657.74	58,357.48	60,108.20	61,911.45	63,768.79	65,681.85	67,652.31	69,681.88	71,772.33
	Eff 7/1/23	58,357.48	60,108.20	61,911.45	63,768.79	65,681.85	67,652.31	69,681.88	71,772.33	73,925.50
	Eff 7/1/24	60,108.20	61,911.45	63,768.79	65,681.85	67,652.31	69,681.88	71,772.33	73,925.50	76,143.27
<b>TBD - Refuse Driver, Maintenance Worker II</b>	Eff 7/1/22	56,666.60	58,366.60	60,117.59	61,921.12	63,778.75	65,692.12	67,662.88	69,692.77	71,783.55
	Eff 7/1/23	58,366.60	60,117.59	61,921.12	63,778.75	65,692.12	67,662.88	69,692.77	71,783.55	73,937.06
	Eff 7/1/24	60,117.59	61,921.12	63,778.75	65,692.12	67,662.88	69,692.77	71,783.55	73,937.06	76,155.17
<b>M47</b>	Eff 7/1/22	59,484.77	61,269.31	63,107.39	65,000.61	66,950.63	68,959.15	71,027.92	73,158.76	75,353.52
	Eff 7/1/23	61,269.31	63,107.39	65,000.61	66,950.63	68,959.15	71,027.92	73,158.76	75,353.52	77,614.13
	Eff 7/1/24	63,107.39	65,000.61	66,950.63	68,959.15	71,027.92	73,158.76	75,353.52	77,614.13	79,942.55
<b>M48</b>	Eff 7/1/22	60,971.79	62,800.95	64,684.98	66,625.53	68,624.29	70,683.02	72,803.51	74,987.62	77,237.25
	Eff 7/1/23	62,800.95	64,684.98	66,625.53	68,624.29	70,683.02	72,803.51	74,987.62	77,237.25	79,554.36
	Eff 7/1/24	64,684.98	66,625.53	68,624.29	70,683.02	72,803.51	74,987.62	77,237.25	79,554.36	81,940.99
<b>M49</b>	Eff 7/1/22	62,468.84	64,342.91	66,273.20	68,261.39	70,309.23	72,418.51	74,591.07	76,828.80	79,133.66
	Eff 7/1/23	64,342.91	66,273.20	68,261.39	70,309.23	72,418.51	74,591.07	76,828.80	79,133.66	81,507.67
	Eff 7/1/24	66,273.20	68,261.39	70,309.23	72,418.51	74,591.07	76,828.80	79,133.66	81,507.67	83,952.90
<b>M50</b>	Eff 7/1/22	64,000.11	65,920.11	67,897.71	69,934.65	72,032.69	74,193.67	76,419.48	78,712.06	81,073.42
	Eff 7/1/23	65,920.11	67,897.71	69,934.65	72,032.69	74,193.67	76,419.48	78,712.06	81,073.42	83,505.63
	Eff 7/1/24	67,897.71	69,934.65	72,032.69	74,193.67	76,419.48	78,712.06	81,073.42	83,505.63	86,010.79
<b>M51</b>	Eff 7/1/22	65,590.31	67,558.02	69,584.76	71,672.30	73,822.47	76,037.14	78,318.26	80,667.81	83,087.84
	Eff 7/1/23	67,558.02	69,584.76	71,672.30	73,822.47	76,037.14	78,318.26	80,667.81	83,087.84	85,580.47
	Eff 7/1/24	69,584.76	71,672.30	73,822.47	76,037.14	78,318.26	80,667.81	83,087.84	85,580.47	88,147.89

Salary Range	Salary	1	2	3	4	5	6	7	8	9
<b>TBD - Maintenance Specialist, Mechanic II</b>	Eff 7/1/22	65,592.29	67,560.06	69,586.86	71,674.47	73,824.70	76,039.44	78,320.62	80,670.24	83,090.35
	Eff 7/1/23	67,560.06	69,586.86	71,674.47	73,824.70	76,039.44	78,320.62	80,670.24	83,090.35	85,583.06
	Eff 7/1/24	69,586.86	71,674.47	73,824.70	76,039.44	78,320.62	80,670.24	83,090.35	85,583.06	88,150.55
<b>M53</b>	Eff 7/1/22	68,868.85	70,934.91	73,062.96	75,254.85	77,512.49	79,837.87	82,233.00	84,699.99	87,240.99
	Eff 7/1/23	70,934.91	73,062.96	75,254.85	77,512.49	79,837.87	82,233.00	84,699.99	87,240.99	89,858.22
	Eff 7/1/24	73,062.96	75,254.85	77,512.49	79,837.87	82,233.00	84,699.99	87,240.99	89,858.22	92,553.97
<b>TBD - Lead Plant Mechanic, Sr. Maintenance Worker, Traffic Control &amp; Lighting Technician I</b>	Eff 7/1/22	68,869.83	70,935.92	73,064.00	75,255.92	77,513.60	79,839.01	82,234.18	84,701.20	87,242.24
	Eff 7/1/23	70,935.92	73,064.00	75,255.92	77,513.60	79,839.01	82,234.18	84,701.20	87,242.24	89,859.51
	Eff 7/1/24	73,064.00	75,255.92	77,513.60	79,839.01	82,234.18	84,701.20	87,242.24	89,859.51	92,555.29
<b>M55</b>	Eff 7/1/22	72,304.47	74,473.61	76,707.82	79,009.05	81,379.32	83,820.70	86,335.32	88,925.38	91,593.14
	Eff 7/1/23	74,473.61	76,707.82	79,009.05	81,379.32	83,820.70	86,335.32	88,925.38	91,593.14	94,340.94
	Eff 7/1/24	76,707.82	79,009.05	81,379.32	83,820.70	86,335.32	88,925.38	91,593.14	94,340.94	97,171.17
<b>TBD - Traffic Control &amp; Lighting Technician II</b>	Eff 7/1/22	72,312.29	74,481.66	76,716.11	79,017.60	81,388.12	83,829.77	86,344.66	88,935.00	91,603.05
	Eff 7/1/23	74,481.66	76,716.11	79,017.60	81,388.12	83,829.77	86,344.66	88,935.00	91,603.05	94,351.14
	Eff 7/1/24	76,716.11	79,017.60	81,388.12	83,829.77	86,344.66	88,935.00	91,603.05	94,351.14	97,181.68
<b>M56</b>	Eff 7/1/22	74,090.94	76,313.67	78,603.08	80,961.17	83,390.01	85,891.71	88,468.46	91,122.51	93,856.19
	Eff 7/1/23	76,313.67	78,603.08	80,961.17	83,390.01	85,891.71	88,468.46	91,122.51	93,856.19	96,671.87
	Eff 7/1/24	78,603.08	80,961.17	83,390.01	85,891.71	88,468.46	91,122.51	93,856.19	96,671.87	99,572.03
<b>TBD - Senior Traffic Signal Technician</b>	Eff 7/1/22	75,919.70	78,197.30	80,543.21	82,959.51	85,448.30	88,011.74	90,652.10	93,371.66	96,172.81
	Eff 7/1/23	78,197.30	80,543.21	82,959.51	85,448.30	88,011.74	90,652.10	93,371.66	96,172.81	99,057.99
	Eff 7/1/24	80,543.21	82,959.51	85,448.30	88,011.74	90,652.10	93,371.66	96,172.81	99,057.99	102,029.73
<b>TBD - Lead Senior Mechanic (Combined Shifts)</b>	Eff 7/1/22	77,795.49	80,129.36	82,533.24	85,009.23	87,559.51	90,186.30	92,891.88	95,678.64	98,549.00
	Eff 7/1/23	80,129.36	82,533.24	85,009.23	87,559.51	90,186.30	92,891.88	95,678.64	98,549.00	101,505.47
	Eff 7/1/24	82,533.24	85,009.23	87,559.51	90,186.30	92,891.88	95,678.64	98,549.00	101,505.47	104,550.63
<b>M58</b>	Eff 7/1/22	77,801.38	80,135.42	82,539.49	85,015.67	87,566.14	90,193.13	92,898.92	95,685.89	98,556.46
	Eff 7/1/23	80,135.42	82,539.49	85,015.67	87,566.14	90,193.13	92,898.92	95,685.89	98,556.46	101,513.16
	Eff 7/1/24	82,539.49	85,015.67	87,566.14	90,193.13	92,898.92	95,685.89	98,556.46	101,513.16	104,558.55
<b>M60</b>	Eff 7/1/22	81,688.51	84,139.16	86,663.34	89,263.24	91,941.14	94,699.37	97,540.35	100,466.56	103,480.56
	Eff 7/1/23	84,139.16	86,663.34	89,263.24	91,941.14	94,699.37	97,540.35	100,466.56	103,480.56	106,584.97
	Eff 7/1/24	86,663.34	89,263.24	91,941.14	94,699.37	97,540.35	100,466.56	103,480.56	106,584.97	109,782.52
<b>TBD - Electrical &amp; Instrument Technician</b>	Eff 7/1/22	85,772.94	88,346.12	90,996.51	93,726.40	96,538.20	99,434.34	102,417.37	105,489.89	108,654.59
	Eff 7/1/23	88,346.12	90,996.51	93,726.40	96,538.20	99,434.34	102,417.37	105,489.89	108,654.59	111,914.23
	Eff 7/1/24	90,996.51	93,726.40	96,538.20	99,434.34	102,417.37	105,489.89	108,654.59	111,914.23	115,271.65