

MEMORANDUM OF UNDERSTANDING

between

CITY OF CERES

and

MISCELLANEOUS BARGAINING UNIT

July 1, 2014 – June 30, 2016

**LABOR AGREEMENT
CITY OF CERES AND MISCELLANEOUS BARGAINING UNIT**

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**LABOR AGREEMENT
CITY OF CERES AND MISCELLANEOUS BARGAINING UNIT**

This Agreement is by and between the CITY OF CERES, hereinafter referred to as the City, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS' and its affiliate, CONSTRUCTION, PRODUCTION, AND MAINTENANCE LABORERS' LOCAL UNION, AFL:CIO, #1130 hereinafter referred to as the Union representing members of the Miscellaneous Bargaining Unit.

**ARTICLE I
UNION RECOGNITION**

Section 1.1 Recognition of Union

The City shall recognize the Union as the exclusive representative for collective bargaining purposes for all probationary and regular full-time and regular part-time employees designated as members of the Miscellaneous Bargaining Unit in the City, listed in Attachment "A". This Agreement shall specifically exclude employees of the Police Officer's Association, members of the Ceres Firefighter's Association, Mid-Management and Confidential Employees, and employees represented by the First Line Supervisors Association, and all seasonal, temporary and non-regular part-time employees.

Section 1.2 Responsibility to Consult or Negotiate

It is further recognized that this Agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not alleviate the responsibility of either party to consult or negotiate with the other in accordance with legal requirements.

Section 1.3 Agency Shop

- a. Effective September 1, 2001, the City of Ceres (City) agrees, in accordance with California State Law (SB 739, Government Code 3502.5) to require all bargaining unit employees to either:
 1. Join the Union and pay the normal dues and initiation fees: or
 2. Pay an "agency fee" in the amount of the dues for representation by the Union in accordance with State Law.
- b. Exclusions: The Agency Shop arrangement shall not apply to management, confidential, supervisory or other employees of the City not represented by this bargaining unit.
- c. Conscientious Objectors: A unit employee who is a member of a bona fide religious body or sect that has historically held conscientious objections of joining and financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment.

- d. **Service Fees:** The Employee who is a conscientious objector may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to non-religious, non-labor charitable fund exempt from taxation under Section 501c (3) of the Internal Revenue Code, chosen by the employee from the following:
 - 1. The United Way for Stanislaus County
 - 2. The Salvation Army in Stanislaus County
 - 3. The Red Cross in Stanislaus County

Proof of payments shall be made on a monthly basis to the City of Ceres as a condition of continued exemption from the requirement of financial support to the public employee organization.

- e. **Challenge of Fees:** The employee organization must provide an explanation for the basis of the fees, a reasonable prompt opportunity for fee payers to challenge the fee amount before an impartial decision-maker, and an escrow account for amounts reasonably in dispute while a challenge is pending. All costs of any legal challenge and liability regarding fees shall be the sole obligation of the bargaining unit.
- f. **Hold Harmless:** The Employee organization shall defend, indemnify and hold the City harmless from any and all liability resulting from any claims, demands, lawsuits, or any other action arising from compliance with the provisions of the agency shop agreement and the dues deduction provision in this Agreement.
- g. **Record of Financial Transactions:** The recognized employee organization shall keep an itemized record of its financial transactions and shall make available annually to the public agency and to the employees who are members of the organization within 60 days after the end of the fiscal year, a detailed written financial report thereto in the form of a balance sheet and a comprehensive operating statement verified by a certified public accountant. An employee organization required to file financial reports under Section 3546.5 may satisfy the financial reports.

Section 1.4 Emergency Implementation

Whenever practicable, the City shall initiate meet and confer sessions with the Union concerning the impact of an emergency prior to implementing modifications to this Agreement.

When an emergency has been declared, either party may serve notice on the other that it desires to meet and confer concerning the impact of the emergency upon the Agreement. The responding party shall have five (5) working days from receipt of notice to respond to the request to meet and negotiate. The parties shall make all reasonable efforts to meet as soon as possible when meet and confer has been agreed to.

Section 1.5 Union Security

The City agrees not to interfere with the right of its employees covered by this Agreement to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City or any of its agents against any employee because of membership in the Union. The Union shall be limited to activities pertaining directly to the employer-employee relationship and not such internal employee organization business as soliciting

membership, campaigning for office, and organizational meetings and elections, and shall not interfere with the efficiency, safety and security of the City operations.

Section 1.6 Dues Deduction

Upon receipt of assignment forms requested by the employee, the City agrees that it will deduct each month, uniformly required monthly Union dues, initiation fees, and lawful assessments. The City will make all deductions in the event an employee quits or is discharged before final payment of such employee. Amounts so deducted will be forwarded to the Union by the fifteenth (15th) day of the month along with the remittance copy of the invoice listing the names of the employees from whose pay the dues, initiation fees, and lawful assessments have been deducted. Upon request from the Union Business Agent, the City will provide the Union a list of all employees working in the bargaining unit.

Section 1.7 Business Representatives

The authorized representatives of the Union shall be free to visit the City's places of business during working hours. There shall be no interference by the Business Representative with the proper conduct of the business of the City.

Section 1.8 Selection and Notification of Shop Stewards

The Union may select five (5) employees to act as shop stewards on behalf of the Union. Written notification shall be given to the City Manager or designee of such assignments. The City shall not be required to recognize any employee as a shop steward unless the Union has informed the City in writing, of the employee's designation of shop steward. The Union agrees that the steward's duties shall be performed as expeditiously as possible, and the City agrees to allow reasonable amounts of time for the performance of their duties.

Section 1.9 Shop Steward Responsibilities

The stewards shall report to their business representative all violations of the Agreement, and shall attempt to settle grievances between employees in their department at the lowest possible level. The stewards shall not stop the City's work for any reason or tell any employee to cease work on the job.

Section 1.10 Non Discrimination for Union Business

The City shall not discriminate against, nor discharge any Union Steward for authorized activity in, or representation of, the Union.

**ARTICLE II
MANAGEMENT RIGHTS**

Section 2.1 City Rights

It is understood and agreed that it is the interest and prerogative of the City to operate and manage its affairs to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive prerogative to: determine its organization; direct work of its employees, determine the times and hours of site operation; determine the kinds and levels

of services to be provided, and the methods and means of providing them; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required to maintain the efficiency of employer operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take appropriate action on any matter in the event of an emergency. The City retains the rights to hire, lay-off, assign, evaluate, promote, transfer, terminate, and rehire employees, as long as it does not violate the provisions of this Agreement. It is understood and agreed that applicable law governs this provision and that it is in the party's interest and the prerogative of the City to operate and manage its affairs to the full extent of the law.

Section 2.2 Temporary/Contract Workers

The City's right to hire employees includes the right to hire temporary or contract workers as the City deems appropriate. However, in the event that the Union believes that the City's hiring of Temporary or Contract workers negatively impacts its bargaining unit members, the City agrees to meet with the Union and discuss the Union's concerns.

ARTICLE III HIRING, NON DISCRIMINATION, PROBATION, SENIORITY, LAYOFF, AND RE-EMPLOYMENT

Section 3.1 Notification to Union of New Employees

The City shall have the sole discretion in selecting new employees. The City agrees to notify the Union of new employee(s) whose positions are assigned to the Miscellaneous Bargaining Unit and who are covered by this agreement. Such notice will be sent to the Union at its business office within thirty (30) days of hire. The notice will include employee name(s), address(es), position and department.

Section 3.2 Probationary Period, Extension, Termination, Regular Appointment

- a. All initial appointments shall be tentative and subject to a probationary period of not less than twelve (12) months full-time paid service commencing on the first day of actual service. The probationary period is automatically extended by the length of any authorized leave(s) of absence (paid or unpaid) of fifteen (15) days or more
- b. During the probationary period, the employment of a probationary employee may be terminated by the City Manager without any showing of cause, notice of hearing or appeal.
- c. Notice of the failure to meet probation shall be served on the terminated employee by the City Manager or the department head prior to the expiration of the probationary period. Such notice shall be in writing and shall be deemed served when given personally to the employee or at the date and time that the notice is deposited in the U.S. mail addressed to the employee at the employee's last known address.
- d. Upon regular appointment, the employee shall be deemed to be a regular employee and shall be vested with all rights applicable to such regular employees.

Section 3.3 Probation Upon Promotion or Transfer

- a. Any person receiving a promotion or transfer appointment to any classification in the competitive service shall serve a probationary period of six (6) months, commencing on the first day of service under such appointment. The probationary period is automatically extended by the length of any authorized leave(s) of absence (paid or unpaid) of fifteen (15) days or more.
- b. During the probationary period, the employee may be terminated from employment in the promotional appointed position by the City Manager without any showing of cause, notice of hearing or appeal. Notice of such action shall be served upon the employee by the City Manager or the department prior to the expiration of the probationary period. Such notice shall be given in writing and shall be deemed served when given personally to the employee or at the date and time that the notice is deposited in the U.S. mail addressed to the employee at the employee's last known address.
- c. If any employee fails to satisfactorily complete the probationary period in the promotional position, such employee shall be reinstated to the position from which the employee was promoted, at the range and step previously held, if a vacancy then exists in such position. If there is no vacancy in such position at the time of termination, the employee may request to be placed on a re-employment list for the position held prior to promotion. If charges are filed and the employee is discharged in the manner as prescribed in the personnel rules for positions in the competitive service during his/her promotion or transfer appointment, the reinstatement rights granted in this Section 3.3(c) do not apply.

Section 3.4 Right to Former Position

Upon promotion, transfer, or selection to another position in the City, the affected employee shall retain the right to the former position, for thirty (30) calendar days. The employee may return to the former position within the thirty (30) days at the option of either the City or affected employee.

Section 3.5 Preference points for Employees

City employees competing for open, competitive positions within the City shall be given two and one half percentage (2.5%) preference points on the overall final score provided:

- (1) They have passed all elements of the testing process with the required score; and,
- (2) They are regular full-time, or regular part-time represented city employees who are not currently on probation; have not received less than a satisfactory job rating in the year prior to applying for the position; and have maintained a sick leave attendance record in their current position, which is not worse than the average city-wide sick leave usage for the prior year (not counting use of sick leave for family and medical care leave, pregnancy disability leave or other statutory leave protected by law).

Section 3.6 Seniority

Seniority shall not apply to any employee until the employee has been in the employ of the City for one (1) year. Once attained, seniority shall be effective from the first day of employment within the one (1) year.

Seniority shall be recognized in the scheduling of vacation, the making of special assignments, overtime rotation, lay-off, bumping and reemployment rights, and mandatory time off, subject to operational need, and management approval.

Section 3.7 Reduction in Force

In reduction of forces due to slackness of work or insufficient funds, the last employee hired within the affected department shall be the first laid off; provided, however, that the remaining employees are qualified to perform the available work. In rehiring, the last employee laid off shall be the first employee rehired. An employee may, at the discretion of the City, be demoted to a position formerly held with permanent status; provided, however that such demotion shall require the layoff or demotion of a lower classified employee who has lesser service with the City.

Section 3.8 Emergency Appointments

The City may establish emergency appointments not to exceed six (6) months of service. Emergency for purposes of this section is defined as a situation or event such as an employee's sudden extended illness, call to active duty status, extended personal leave of absence, or sudden increase in City service demands as a result of a natural occurrence (earthquake, etc.).

Section 3.9 Extension of Re-Employment List

Employees laid-off from employment in accordance with Ceres Personnel Rule XVI. Layoff Policies and Procedure shall be maintained upon the City's re-employment list for three (3) consecutive years while employees who are demoted shall have five (5) consecutive years in which to be reinstated to a previously held position.

ARTICLE IV

JOB CLASSIFICATIONS, SALARY AND SPECIAL PAY, PERFORMANCE EVALUATIONS, AND SALARY ADMINISTRATION

Section 4.1 Class Titles and Wages

Class titles and salary ranges are attached as Attachment "A" hereto, and made a part hereof. The purpose of Attachment "A" is specifically to provide a classification and pay structure to administer positions in this bargaining unit.

Section 4.2 Salary Adjustments

- a. For the term of this agreement, salaries for the positions identified in Attachment A will be reduced by a total of seven (7) percent (net 3% increase over prior year) in fiscal year 2014-2015 and five (5) percent, (net 2% increase over prior year) in fiscal year 2015-2016 through a combination of concessions detailed in this agreement. The effect of these concessions will be applied equally to each pay period.

Section 4.3 Performance Evaluations

Performance evaluations shall be given to employees on a periodic basis recording the employee's performance. While on probation, performance reports shall be prepared as management deems necessary. All performance evaluations shall be retained in the personnel file of each employee. Employees shall be permitted to attach a related memorandum within seven (7) days of receipt of an evaluation that the employee reasonably believes has inaccuracies.

Section 4.4 Salary Administration

Salary Administration is provided by salary schedule, salary ranges, salary steps and time intervals for salary review. Each class in the Miscellaneous Bargaining Unit shall be assigned a salary schedule and range established in the Salary Administration Plan. All persons employed by the City and assigned to the Miscellaneous Bargaining Unit, shall be compensated in accordance with the Salary Administration Plan currently in effect at the time of appointment.

Section 4.5 Salary Steps

The salary administration of the City shall be as follows:

- a. Step A or 1 The first salary step is the minimum rate and will normally be the hiring rate. Appointment may be made to other than the normal entering salary step upon recommendation of the Department Head and upon the approval of the City Manager.
- b. Step B or 2 The second salary step: Six (6) months of satisfactory service at the first salary step (A) shall make an employee eligible.
- c. Step C or 3 The third salary step: Six (6) months of satisfactory service at the second salary step (B) normally shall make an employee eligible.
- d. Step D or 4 The fourth salary step: Twelve (12) months of satisfactory service at the third salary step (C) and the recommendation of the Department Head with the approval of the City Manager shall be required for advancement to this step.
- e. Step E or 5 The fifth salary step: Twelve (12) months of satisfactory service at the fourth salary step (D) and the recommendation of the Department Head with the approval of the City Manager shall be required for advancement to this step.
- f. Regular part-time employees may receive salary step increases, as stated in b through e above, when the number of hours worked is equivalent to a regular full time employee. Example: Regular full time six months to Step B is equal to 1,040 hours. Regular part-

time would be eligible for Step B upon reaching 1,040 hours. Vacation, CTO, or sick leave used would be included in the calculation of 1,040 hours.

- g. All employees in the bargaining unit who have performed one year of service in their current classification as of July 1, 2012, have met all performance standards required for a step increase. Upon such time steps are unfrozen, such employees will not be disqualified for an initial step increase as a result of failure to meet performance standards.

Section 4.6 Service Defined

Service as defined and only for purposes of salary administration stated in Section 4.4 above, shall include periods of actual performance of regular, full-time or regular part-time duties; periods of any paid leave of absence; periods for which worker's compensation is paid; and military leave without pay. The following periods of time shall be disregarded and not counted; all leaves of absence without pay not covered by state and federal family leave statutes or other statutory provision; layoffs either for disciplinary, or non-disciplinary purposes, in excess of twenty (20) working days; all periods of service performed with a service rating equivalent to less than standard or satisfactory.

Section 4.7 Certificate Pay

- a. Certificate pay of 5% shall be paid to Wastewater Operators based upon the following schedule:

POSITION	CERTIFICATION
Wastewater Operator I	Grade I Wastewater Treatment
Wastewater Operator II	Grade II Wastewater Treatment

The percentage shall apply singularly and not be compounded.

- b. The provisions in Section 4.7(a) apply to Wastewater Operators hired effective October 1, 2000.
- c. Based on State of California regulations which require drinking water treatment and distribution operator certification, the following classifications will receive certification pay as follows:
 - 1. Grade I, Water Maintenance – 5% of current hourly wages
 - 2. Grade II Shift Operator (Senior level) – 5% of current hourly wages

The percentages shall apply singularly and not be compounded.

Section 4.8 Bilingual Pay

- a. The City requires from time-to-time, the services of employees who are bilingual to provide translation for non-English speaking citizens. The City Manager will establish the requirements, standards, any testing procedures and documentation necessary to implement the provisions of bilingual pay.

- b. Members of this group who are designated department translators will receive a 2.5% salary incentive for providing such services. Bilingual members not designated as translators are under no obligation to provide such services.
- c. The language designated for bilingual pay shall be Spanish. Additional languages may be added to the provisions of this section based upon City needs.

Section 4.9 Exemplary Performance Salary Increase; Promotion/Demotion Salary Adjustments

- a. Upon recommendation of the department head and the approval of the City Manager, an employee may be granted an exemplary performance salary advancement prior to the normal time intervals established in Section 4.5 of this Article. Salary advancement for exemplary performance shall be effective on the first day immediately following the date the exemplary performance advancement was approved.
- b. Salary adjustments resulting from an employee's promotion or demotion shall become effective on the employee's first scheduled work day of the employee's promotion or demotion.

Section 4.10 Computation of Salary Earned

Salary rates for authorized positions covered by this agreement are set forth in the schedule of salary ranges approved and adopted by the City and the Union. In the conversion table included in the salary administration plan, hourly rates are computed on 2,080 hours per year, rounded to the nearest ten-thousandths. The term base-hourly rate as used herein shall mean the hourly rate including shift differential as determined by the stated computation method in this Section 4.10.

Section 4.11 Pay Periods

Pay periods for employees shall be bi-weekly. When the regular payday coincides with a holiday, paychecks shall be issued on the workday immediately preceding the holiday. Employees leaving the City's service will normally be paid on the regularly scheduled payday following the date of the employee's termination.

Section 4.12 Salary Upon Termination

Employees terminating City employment shall be paid for the actual hours worked to the effective date of the termination. Terminated employees shall be paid for all accrued compensatory time off, accrued holidays, and if eligible, accrued vacation at the current rate of pay. Payment of all final compensation owed will be at the employee's base hourly rate of pay or regular rate of pay where applicable by law. Upon separation from employment, compensatory time off shall be cashed out at the higher of the employee's final regular rate of pay, or the employee's average regular rate of pay during the last three years of employment.

Section 4.13 Statement of Earnings

Each employee shall be given a statement with the City's name and address, which itemizes the employee's gross amount earned, hourly rate, hours worked, and all deductions. The

statement shall also provide the employee with the accrued number of vacation, holiday, compensatory time, and sick leave.

ARTICLE V

HOURS OF WORK, OVERTIME, STAND-BY AND OUT-OF-CLASS ASSIGNMENTS

Section 5.1 Work Week Defined

- a. For the specific purpose of salary administration, and FLSA compliance, a regular work week is herein defined as five (5) consecutive days of eight (8) consecutive hours exclusive of a meal period, Monday through Friday, inclusive. The above definition does not restrict the City's right to designate other work periods, working hours or work weeks for employees when the best interest of the City may be served by such adjustment of such work periods, hours, or week.
- b. Employees on payroll as of March 1, 1989 shall have priority on the work week of Monday through Friday. All employees hired or taking a voluntary job change through promotion, transfer, or competitive examination after March 1, 1989 shall be subject to assignments including, but not limited to, work weeks encompassing any five consecutive days of a seven (7) day week. This section does not apply to those employees assigned to rotating shifts (including, but not limited to, Dispatchers, CSO's, etc.).
- c. Employees may request assignment to alternative work hours and work weeks, such as a 4 day, 10 hour schedule. Such alternative schedules shall not incur overtime liability for the City, and shall only occur upon approval of the department head and City Manager and per established City policy governing alternative work schedules. The City specifically does not relinquish its right to discontinue or reassign alternate work schedules at any time.

Section 5.2 Work Period for Dispatch and Street Crimes Unit-assigned Crime Analyst/Crime Scene Technician

- a. Public Safety Dispatchers required to provide seven (7) day per week, 24-hour coverage, and Crime Analyst/Crime Scene Technicians assigned to the Street Crimes Unit (SCU) shall have a designated work period of four (4) consecutive days, followed by four (4) consecutive days off; each work day shall be eleven (11) hours.
- b. Public Safety Dispatchers and Crime Analyst/Crime Scene Technicians assigned to the 4x11 work schedule will be required to work seventy-seven (77) hours per year in addition to their regular schedule. These seventy-seven (77) hours will be met by employees providing shift coverage and attending required training. Employees who do not meet the seventy-seven (77) required hours through shift coverage and/or training may elect to use vacation, holiday or furlough time to make up any deficit hours. Employees on approved sick leave may utilize sick leave to make up time.
- c. Overtime shall be compensated in accordance with the Fair Labor Standards Act, 29 CFR Section 778.114 (Fluctuating Work Week).

- d. Accruals for vacation and sick time will be the same as other employees of this bargaining unit and as stated in this contract. Time off will be charged as actually taken (i.e., one (1) full shift off will be eleven (11) hours).
- e. Holidays will be recognized at eight (8) hours and pay for holidays worked will remain as current practice.
- f. The City specifically retains the right to discontinue the 4x11 work schedule described herein and to establish different shifts for day, swing and graveyard as deemed necessary for operations. The assignment of a 4x11 work schedule and shift assignment is predicated on staff levels and the ability to provide adequate coverage.
- g. If it is determined that this 4x11 work schedule does not comply with federal or state labor regulations, the schedule shall be discontinued.

Section 5.3 Dispatch Shifts Defined & Shift Differential

- a. All regular scheduled work considered day-shift for police officers shall be considered day-shift for dispatchers.
- b. All regular scheduled work considered swing-shift for police officers shall be considered swing-shift for dispatchers.
- c. All regular scheduled work considered graveyard-shift for police officers shall be considered graveyard shift for dispatchers.
- d. The City agrees to pay a two and one-half percent (2.5%) shift differential for those employees working swing shift. The City agrees to pay a five percent (5%) shift differential to those employees working graveyard shift.
- e. A dispatcher on a regular day off who returns to work an overtime shift shall be paid at the shift differential of the shift worked. A dispatcher working an overtime shift per this paragraph shall not, however, lose any shift differential already assigned (i.e. a graveyard working a day shift shall not lose the graveyard premium for working a day shift or a swing shift working a day shift shall not lose the swing shift premium for working days). Shift differentials shall not be compounded (i.e. swing shift working an overtime graveyard shift will be paid only at the graveyard rate).

Section 5.4 Shifts Defined for Other than Dispatch Positions & Shift Differential

- a. For salary administration purposes, shifts shall be defined as follows:

Day: 6:00 a.m. to 2:00 p.m.
 Swing: 2:00 p.m. to 10:00 p.m.
 Graveyard: 10:00 p.m. to 6:00 a.m.

- c. If fifty percent (50%) or more of an employee's regularly scheduled shift falls within the Swing shift defined in paragraph (a), the City agrees to pay a two and one-half percent (2.5%) shift differential for all hours worked during that shift. If fifty percent (50%) or more of an employee's regularly scheduled shift falls within the Graveyard shift defined in paragraph (a), the City agrees to pay a five percent (5%) shift differential for all hours

worked during that shift. If an employee's regularly scheduled shift falls equally (50%/50%) within both Swing and Graveyard shift as defined in paragraph (a), the employee shall receive a five percent (5%) shift differential for all hours worked during that shift.

Section 5.5 Shift Trades – Dispatch Only

- a. The practice of shift trading shall be voluntary on the part of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any hours worked beyond the normal work day will be credited to the individual actually doing the work.
- b. Shift trades will be allowed for full shifts only and must be with the knowledge and approval of the Public Safety Services Supervisor.
- c. "Paybacks" of shift trades are the obligation of the two employees involved in the trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.
- d. A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").
- e. If one individual fails to appear for the other (regardless of the reason), the person who was "traded in" will be listed as absent without leave and may be subject to disciplinary action.
- f. Shift trade hours worked must be reflected on the time sheet and approved shift trade forms must be submitted with payroll at the time of shift trade and payback. A shift trade may be denied if the shift trade results in an FLSA overtime payment for one or both individuals in the trade.

Section 5.6 Overtime Provisions

- a. Work performed in excess of forty (40) hours in the employee's designated work week shall constitute overtime. Work performed in excess of a member's designated regular daily work hours (exclusive of lunch period) shall constitute overtime. Employees may accept compensatory time off in lieu of overtime pay.
- b. Accrued compensatory time off shall be paid with the pay issued for the pay period which contains the last day of each quarter. Accrued CTO shall be paid down to a maximum balance of eighty (80) hours. Upon employee's option, CTO in excess of 80 hours may be converted to sick leave on a time-for-time basis if the employee's current sick leave balance is less than 96 hours. Such option must be exercised and the Finance Department notified not less than 10 working days prior to the end of the

quarter. CTO will automatically be paid if the option is not exercised within the time stated.

- c. Request for payment of CTO other than as provided in paragraph b. in this section will not be authorized except in instances as approved by the City Manager and on a case-by-case basis.
- d. Use of accrued compensatory time off shall be requested a minimum of 48 hours in advance. Use of accrued compensatory time off may be granted with less than a 48 hours notice by the supervisor on a case-by-case basis in the event of an emergency.
- e. The overtime rate shall be one and one-half (1 1/2) times the base-hourly rate as defined in Section 4.10. Work performed by employees on a Saturday, or Sunday, which is not part of their designated work week, or holiday shall be compensated at one and one-half (1 1/2) times the base hourly rate.
- f. Part-time employees will be paid overtime for all hours worked in excess of 40 per week or over 8 hours in any day.
- g. It is understood by the parties that the distribution of overtime shall be administered on a fair basis, consistent with current practices.

Section 5.7 Stand-by

- a. A stand-by call-out schedule for those employees required to cover night, weekend, and holiday emergency work shall be posted in the department/division's normal notice posting location. Employees assigned to standby shall be rotated on standby assignments to be fair to all affected employees. Any employee so scheduled shall be considered "uncontrolled" and available by telephone or pager during such stand-by time.
- b. Weekly equipment checks, reading of meters and gauges, and regular preventative maintenance performed by the employees during their designated work week and then performed by employees while on stand-by duty during weekends, holidays, or nights shall not be considered emergency stand-by work, and the employees shall not lose their guaranteed stand-by pay.
- c. Nothing in this section shall require the assignment of stand-by. The City reserves the right to develop stand-by schedules if and when it is deemed by the City necessary to meet service demands.
- d. The definition of standby as used in this section is intended to mean the times the City requires an employee be available for work and available for work on an emergency basis. Standby does not apply to regularly scheduled meetings or work where the employee has prior knowledge of the time and date when the employee's presence is required.
- e. Employees called to work shall be guaranteed compensation of two (2) hours at the rate of time and one-half (1 ½) their base hourly rate of pay. If the employee works past the guaranteed two (2) hours, then all time shall be reckoned by the one-half (½) hour. If a subsequent call is within the two (2) hours allotted for the first call, time shall be

reckoned by the half (½) hour. If a subsequent call is received after the original allotted two (2) hours, another minimum call back of two (2) hours at time and one-half (1 ½) shall be compensated.

- f. There shall be no travel pay for employees not on stand-by and called back to work. Employees on stand-by may have use of a City vehicle. Hours of work shall commence at the time an employee is called to work.

Section 5.8 Stand-by Compensation

An employee placed on stand-by shall receive compensating pay as follows:

- a. **Night Stand-by:** Employees shall be guaranteed two (2) hours of straight time at their base hourly wage rate for each day on stand-by.
- b. **Weekend Stand-by:** Employees shall be guaranteed two (2) hours of straight time at their base hourly wage rate for each day on stand-by.
- c. **Holiday Stand-by:** The employee(s) shall be guaranteed six (6) hours of straight time at their base hourly rate of pay for each day of stand-by. Employees who are on stand-by called to work for any reason shall be paid as stated in Section 5.7(e) of this Article and shall not lose their guaranteed six (6) hours stand-by pay.
- d. If stand-by work is performed, employees shall receive the appropriate two (2) hour minimum at the overtime rate in addition to the stand-by pay.

Section 5.9 Call Out to Work

- a. An employee(s) not on stand-by and called out to work on a holiday shall be compensated a minimum four (4) hours at the appropriate overtime rate of pay. Any time after the first four (4) hour minimum shall be reckoned by the one-half (½) hour.
- b. An employee(s) not on stand-by and called out to work on the sixth (6th) or seventh (7th) consecutive day, or after their assigned work shift, shall be compensated a minimum of two (2) hours at the appropriate overtime rate of pay. Any time after the first two (2) hour minimum shall be reckoned by the one-half (½) hour.
- c. Call back to work as defined in this section is intended to mean an employee is asked to return to work after the employee has left his/her normal work location at the end of his/her regularly assigned shift or regular work week. Call back to work specifically does not include times an employee is asked to remain at work beyond their regular work day.
- d. IT employees called back after hours or on weekends to fix computer problems which can be addressed through "dial-in", are entitled to two (2) hours of call back pay. The call back pay is per problem and not per call. Example: A problem is reported; employee dials in and fixes the problem within fifteen (15) minutes. The problem is reported again in twenty (20) minutes and it takes another "dial-in" and ten (10) minutes to fix. This is considered one call back.

Section 5.10 Time Off After Overtime Work

Any employee, whether or not on stand-by, called to perform overtime work after 10:00 P.M. and before 2:00 A.M. and such work exceeds two hours, shall, at their option, be given up to eight (8) hours off before being required to report to work on their next regular shift. They shall be paid the regular base hourly rate of pay from the time reporting to work.

Section 5.11 Right to Contact Residence

Any employee(s) required to work beyond their regularly scheduled work shift shall be afforded an opportunity to contact their place of residence by telephone or such contact may be relayed by radio and answering service.

Section 5.12 Out of Class Assignment

- a. Out-of-classification assignment for purposes of this section is defined as performing, as directed by a supervisor or department head, the major portions of the assigned higher classification's duties for the period indicated in Section 5.12(b) below.
- b. Once an employee has worked in a higher classification for forty (40) accumulative hours and is assigned to work in that higher classification for a period exceeding three consecutive working days, that employee shall be compensated as provided by the terms of this Section. The higher compensation shall begin on the fourth (4th) working day and shall be retroactive to the beginning of the work assignment. It is understood and agreed that this provision applies only in those instances where the responsibilities of the employee's classification do not include assuming the duties of a higher classification for periods of absence of the higher classification incumbent.
- c. Out-of-class pay will consist of pay at the lowest step of the higher classification worked that represents at least a five percent (5%) increase in pay for the assigned employee. In no event shall the employee receive a lower than five percent (5%) increase in pay for an out-of-class assignment.
- d. Upon completion of an out of class assignment, the supervisor will provide a description of duties performed and an informal evaluation, to be placed in the employee's personnel file.

Section 5.13 Clean Up Prior to Quitting Time

When feasible, employees operating at a distance from their normal workplace check in shall be allowed a reasonable amount of time to have all the equipment and tools picked up and in the yard on or before quitting time.

Section 5.14 Workload

The City agrees to meet and confer over changes to employee workloads in accordance with legal requirements.

Section 5.15 Alternate Work Programs

The presence of alternate work programs will not result in the reduction of bargaining unit staff. For the purpose of this provision, alternative work programs shall consist of short term stimulus work programs; nonprofit work programs; and training programs.

ARTICLE VI REST AND LUNCH PERIODS

Section 6.1 Rest Periods

The City agrees that full-time employees shall be given a fifteen (15) minute uninterrupted rest period at approximately the mid-point of the first half shift and at approximately the mid-point of the second half shift. If full-time employees are required to work beyond their regularly scheduled work day the employee shall be allowed a fifteen (15) minute uninterrupted rest period on City time immediately following the end of their regularly scheduled work day and every two (2) hours thereafter while working overtime.

Section 6.2 Lunch Periods

- a. At mid-shift, or as near thereto as practicable, each full-time employee shall be allowed an uninterrupted lunch period of between thirty (30) minutes and one (1) hour per shift. Every effort will be made to provide this lunch period at mid-shift; however, lunch period schedules are determined and approved by management and not at the discretion of the employee.
- b. After an employee has been held on duty for more than two (2) hours after their shift end, and every fourth (4th) hour thereafter, the employee(s) shall be permitted a one-half (½) hour meal period on the City's time.
- c. Employees required to work during the scheduled meal period will be paid thirty (30) minutes at one and one half (1 ½) times the employee's regular rate of pay.

ARTICLE VII UNIFORMS AND PROTECTIVE CLOTHING

Section 7.1 Protective Clothing

Where required (such as, but not limited to working in rain, in and around mud, water, sewage, testing in labs, etc.), the City shall furnish employees with waterproof rain gear including aprons, gloves, pants, coats, rubber boots and hats, and two (2) pair of coveralls free of charge and returned by the employee in the same condition as received subject to reasonable wear and tear. Rubber boots shall be sanitized before re-issue. Employees shall be responsible for cleaning all non-protective clothing. Employees shall also be responsible for damage to protective clothing not considered reasonable wear and tear. The City shall make all reasonable attempts to provide safe, useable protective gear and safety equipment to employees. Replacement of protective gear and equipment will be determined by the City on an as needed basis. Equipment not returned will be replaced at the employee's expense.

Section 7.2 Welding Equipment

The City shall provide all welding hoods, welding stingers, cutting tips, welding gloves, aprons and welding jackets to employees when employees are required to perform welding duties. These are not intended to be permanent issue items but only for the duration of the welding assignment.

Section 7.3 City to Furnish Tools

The City shall furnish all tools it deems necessary to maintain its equipment and facilities in good and safe condition.

Section 7.4 Public Safety Uniforms

The City shall provide seven (7) uniform shirts and five (5) uniform pants, or combination of a total of five (5) pants and skirts for Dispatchers, Public Safety Records Clerks, Community Service Officers, and other clerical staff required to wear uniforms represented by this bargaining unit. Additionally, one leather belt will be provided and for Community Service Officers only, one winter jacket. The employee shall have the responsibility to maintain the uniforms in a presentable fashion. The uniforms will be purchased by the City. Thereafter, uniforms will be replaced by the City on an as-needed basis.

Section 7.5 Uniform Services

- a. Parks, Facilities and Grounds Maintenance, Wastewater Treatment, Power Equipment, Streets, and Water employees shall be provided uniform service with City patches and caps with the City logo.
- b. Uniforms shall be worn by employees in the above divisions during their designated work shifts. Employees not in uniform may be subject to disciplinary action.

ARTICLE VIII SAFETY

Section 8.1 Protective Safety Clothing

The City shall furnish appropriate protective clothing such as, but not limited to, hard hats, goggles, safety glasses (not prescription lenses) ear guards or plugs, safety toe guards, eye wash stations at all labs, or any other form of protective clothing or equipment that may be required as a condition of employment by the City and/or State, Federal, or local safety laws, standards, rules, and regulations.

Section 8.2 Safety Glasses

Safety glasses and/or prescription safety glasses broken in the course of employment shall be replaced at no cost to the employee upon submission of the proper evidence and claim form.

Section 8.3 Safety Devices & Equipment

- a. The City shall furnish the appropriate safety devices and safeguards which each employee shall use as directed.
- b. Field crew employees who are required by the City to wear work boots on the job, will be reimbursed up to \$200 per year for the work boots. Other employees required by the City to wear work boots on the job will be reimbursed up to \$200 every two years for purchase of the work boots. Reimbursement will be based on presentation of appropriate receipts to the department designated individual.
- c. Work boot administration will be as provided on Attachment "B" to this agreement.

Section 8.4 First Aid Equipment and Emergency Medical Care

Adequate first-aid equipment shall be maintained. The City shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require a doctor's care, hospitalization, or both.

Section 8.5 Applicable Safety Standards

All State and/or Federal and/or local safety laws, standards, rules, and regulations shall be applicable to members covered by this Agreement. The City and employees are equally responsible for implementing such laws, standards, rules and regulations.

Section 8.6 Determination of Unsafe Conditions

No employee shall be discharged for refusing to work under conditions injurious to their health or safety as determined under any rule or regulation of the United States or State of California or other political subdivision. Such determination shall be made by a responsible agent of the State of California, OSHA, or any other political subdivision, or by a safety inspector from an applicable insurance carrier.

Section 8.7 No Retaliation for Safety Requests

An employee shall be able to file a safety request form with no retaliation from the Safety Committee, supervisors, or management.

Section 8.8 Hazardous Chemical Clothing

The City shall provide disposable protective clothing for employees working with hazardous chemicals, or shall provide laundry service for non-disposable clothing used in the application of hazardous chemicals.

**ARTICLE IX
LEAVE PROVISIONS**

Section 9.1 Sick Leave

- a. The intent of sick leave is to provide a continuity of full salary to those employees who are unable because of illness or injury to perform the duties of their positions. Sick leave is allowed and must be used for an employee's illness or injury, and for health-related appointments or treatment. Employees may also use sick leave to attend to the illness or injury of a member of their immediate family.
- b. The definition of immediate family, as used in this section, includes husband or wife; registered domestic partner; mother, father, or grandparents of either husband or wife; son, daughter, brother, sister or foster child of the employee; or any relative by blood or marriage residing in the same household.
- c. The terms of Section 9.12 of this Article shall apply to the conditions of leave stated in this Section.

Section 9.2 Sick Leave Accrual

- a. Each full-time employee shall be entitled to accumulate sick leave with pay at the rate of 3.692 hours per pay period, which is equal to 12 days per twelve (12) month period, beginning with the first pay period of employment, provided the employee has been in pay status for fifty percent (50%) or more of the first month or any month thereafter. Sick leave shall accumulate in an unlimited amount. Employees may use accrued sick leave after thirty (30) calendar days of employment.
- b. Accrual of sick leave shall be prorated for regular part-time employees based upon the assigned hours of the part-time employee.
- c. No paid sick leave shall be granted in excess of the employee's accrued sick leave balance.

Section 9.3 Sick Leave Compensation

- a. To receive compensation while on sick leave, the employee shall notify his/her immediate supervisor or the designated department/division representative, prior to or within twenty (20) minutes of the beginning of the employee's regularly assigned work day in that department. The Department Head or designee shall waive the above requirement if, in his/her opinion, an emergency or other exceptional circumstance so warrants.

Section 9.4 Sick Leave Deduction

- a. Employees shall be charged sick leave at the rate equal to their regular work day for each full day absent. Absence less than a regular workday will be charged sick leave at the rate of one-quarter (1/4) hour sick leave for each one-quarter (1/4) hour or less absent.

- b. Any employee scheduled to work a holiday who reports sick will be charged sick leave at the appropriate rate and the holiday will be accrued.

Section 9.5 Illness During Vacation Leave

An employee who becomes incapacitated for work due to illness or injury or to care for an ill or injured immediate family member, as defined in Section 9.1, for more than three (3) consecutive calendar days while on paid vacation may substitute accrued sick leave or other leave as defined in Section 9.7, provided the request for sick leave substitution is accompanied by a doctor's statement or other evidence satisfactory to the department verifying the incapacity. The substitution of sick leave shall only be in the amount as actually needed to cover the period of illness.

Section 9.6 Holidays During Sick Leave

Paid holidays immediately preceding, immediately following, or wholly within the period for which sick leave is granted shall not be regarded as part of such period of sick leave.

Section 9.7 Earned Vacation, CTO and Holiday as Sick Leave

- a. An employee who has used all his/her sick leave, may request the use of accrued vacation, earned compensatory time (CTO), or holiday bank (as applicable) as though such time were sick leave.
- b. The employee must request the use of vacation, CTO or holiday for sick leave through his/her supervisor or department designee. The order of use is at the discretion of the employee.
- c. Payroll shall receive notification in writing of the employee's intent no later than two (2) days before the close of the current pay period.

Section 9.8 Sick Leave Conversion/Pay Options

- a. Any employee who has not taken more than 36 hours of sick leave during the twelve (12) month period beginning the first pay period in January and ending the second pay period in December of each year (excluding sick leave taken concurrently with protected leave) shall be entitled to convert up to 24 hours of unused sick leave to pay or leave with pay providing that at no time does the employees' sick leave balance fall below 192 hours.

Section 9.9 Sick Leave for State Disability Claims

- a. An employee absent from work for reasons that will entitle the employee to compensation under the State Disability Compensation law or other salary continuation benefit, shall receive for the duration of such compensation, and while an employee with the City only that portion of the regular salary paid first from accrued sick leave and subsequently from vacation and then earned CTO, that will, together with the salary continuation benefit, equal regular salary. At no time shall compensation to the employee (salary from accrued leave plus the salary continuation benefit) exceed employee's normal salary.

- b. The employee shall provide salary continuation payment information as soon as possible to payroll to insure coordination of benefits as indicated in this section.

Section 9.10 Family Medical Leave

- a. Employees shall be allowed to use Family Medical Leave in accordance with City policy implementing the provisions of federal and state family medical leave provisions.
- c. Members of this bargaining unit who apply and qualify for benefits under the California Family Temporary Disability Insurance (FTDI) may use accrued sick, vacation or CTO leave to cover the seven (7) day waiting period prior to coordination of benefits from the City.
- d. A member who receives FTDI compensation may receive for the duration of such compensation, and while an employee with the City, the portion of their regular salary paid first from accrued vacation, then earned CTO, and subsequently accrued sick leave, that combined with the FTDI compensation equal the member's regular salary. At no time shall the total compensation to the employee exceed the employee's normal salary.
- e. The employee is responsible for notifying payroll of their intent to coordinate FTDI benefits under this section. The employee must provide FTDI compensation information to payroll as soon as possible to insure coordination of FTDI benefits under this section. Failure to notify payroll or provide the required compensation information may result in the loss of the ability to coordinate benefits under this section.

Section 9.11 Maternity Leave

- a. Illness accompanying pregnancy which incapacitates the employee to the extent that she cannot fully perform her duties shall warrant the granting of sick leave where such illness is established by a statement from a licensed physician.
- b. Maternity leaves and pregnancy disability leave shall be granted consistent with State and Federal law and court decisions.

Section 9.12 Physician's Statement

- a. A Department Head or supervisor may require the employee to furnish a certificate or statement from a regular licensed and practicing physician, or other adequate medical evidence of the employee's ability to return to regular or modified duty.
- b. Any employee returning to work from an extended medical leave of more than ten (10) days must present to his/her supervisor a statement from employee's treating physician which confirms that the employee is physically capable of returning to his regular job duties. An employee may not be allowed to return if the requested physician's statement is not provided.

Section 9.13 Medical Leave Without Pay\Extended Medical Leave

- a. Upon depletion of accrued sick leave, CTO, vacation and qualifying California and Family Leave time, for an injury or illness, whether industrial or non-industrial and upon the recommendation of the employee's department head, an employee may be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is unable to return to work at the end of this period, further medical leave must be requested, and will be subject to approval of the City Manager. If further leave is granted, the employee must notify the City of the intent to return to work every thirty (30) days.
- b. Employees on medical leave without pay and who have used the maximum allowable time under California and federal family leave laws are responsible for and may elect to pay insurance premiums by the first of the month in which coverage is requested on insurance plans for coverage they wish to continue. Nonpayment of premium by the employee will discontinue coverage by the City while on leave without pay.
- c. Vacation and sick leave shall not accrue during any period of leave without pay. Employees on leave without pay shall not be paid for or accrue holidays observed during the period of leave without pay.
- d. Extended medical leave is defined as a period of time in excess of ten (10) consecutive working days wherein an employee is placed off work by a licensed medical practitioner because of health reasons.
- e. The City may require periodic reports on the employee's medical status and ability to return to work during an extended medical leave.

Section 9.14 Military Leave

Military leave shall be granted consistent with State and Federal law and court decisions.

Section 9.15 Bereavement Leave

- a. An employee of this bargaining unit shall be entitled to leave with pay for a maximum of five (5) scheduled work days in the event of the death of the employee's spouse, registered domestic partner, or children, including stepchildren. Other than said paid leave, such leave does not accrue or have any cash value.
- b. An employee of this bargaining unit shall be entitled to leave with pay for a maximum of three (3) scheduled work days, in the event of the death of the employee's parents, siblings, grandchildren or grandparents. Other than said paid leave, such leave does not accrue or have any cash value.

The definition of parent and siblings as used herein shall mean stepparent or half-sibling, foster parent as well as natural parents of the employee.

- c. An employee of this bargaining unit shall be entitled to leave with pay for a maximum of one (1) scheduled work day in the event of the death of an employee's brother-in-law, sister-in-law, or parents or grandparents by marriage or registered domestic partnership.

Other than said paid leave, such leave does not accrue or have any cash value.

- d. Additional time may be granted and paid from accrued vacation or CTO time upon request from the employee and approval of the appropriate department representative.
- e. The City reserves the right to request proof of the death of the deceased and the employee's relationship to the deceased.

Section 9.16 Leave Without Pay

An employee desiring leave without pay for reasons other than those which qualify under statutory leave protected by law or for other than a medical leave without pay shall make written request to the City Manager giving a full explanation of the reason for the request. The City Manager may grant such requests for a period not to exceed nine (9) months from the date of approval.

Vacation and sick leave shall not accrue during any period of leave without pay. Employees on leave without pay shall not be paid for or accrue holidays observed during the period of leave without pay.

Except as required by law, employees on leave without pay are responsible for and may elect to pay insurance premiums by the first of the month in which coverage is requested on insurance plans for coverage they wish to continue. Nonpayment of premium by the employee will discontinue coverage by the City while on leave without pay.

Section 9.17 Relief of Duty/Administrative Leave

- a. An employee may be relieved of duty and placed on administrative leave for a period not to exceed two (2) days, if, in the opinion of the department head, the employee is incapacitated for work due to non-work related illness or injury. If said incapacity may reasonably be expected to extend beyond two (2) working days, the department head may require the employee to submit to a fitness for duty examination by a physician designated or approved by the City Manager.
- b. If the fitness for duty report of the physician shows the employee to be in an unfit condition to work, the department shall have the right, subject to an interactive process discussion and approval by the City Manager, to grant such employee a sufficient leave of absence, so as to enable the employee to properly perform the regularly assigned duties of the position currently held by the employee. Such leave of absence may be paid from accrued sick, vacation, holiday or CTO time.
- c. All expenses in connection with a fitness for duty physical examination are to be borne by the City.
- d. The intent of this provision is to address reasonable accommodation on an individual basis and is not intended to implement a drug-testing program or affect the sick leave provisions contained in other sections of this Agreement.

Section 9.18 Court Leave

- a. Employees who are called or required to serve as a trial juror, or as a witness under subpoena who is not a party to a court action, shall be granted leave for such purpose upon notification and appropriate verification of the period of required absence submitted to his/her supervisor. The employee shall be paid regular salary for the time served as a juror or witness under subpoena as above, provided the jury or witness fees paid to the employee are deposited with the City.
- b. Any employee who, on their day(s) off are required to appear as a witness for the City shall receive a minimum of two (2) hours at time and one-half (1 ½).

Section 9.19 Pay for Court Duty

Hours paid for court duty will be counted as hours worked for the purpose of computing vacation pay, health and welfare and pension contributions.

Section 9.20 Attendance at Training

Employees may be granted special permission, without loss of pay, to attend professional or technical institutes or conferences, or other meetings as may contribute to the effectiveness of their service to the City. Such special permission is subject to the approval of the Department Head. Employees granted said special permission shall be considered to be on duty status.

ARTICLE X VACATION AND HOLIDAY

Section 10.1 Paid Holidays

- a. The following shall be paid holidays to all employees:
 - (1) New Year's Day
 - (2) Martin Luther King Day
 - (3) President's Day
 - (4) Memorial Day
 - (5) Independence Day
 - (6) Labor Day
 - (7) Veteran's Day
 - (8) Thanksgiving Day
 - (9) The Day After Thanksgiving Day
 - (10) Christmas Eve Day
 - (11) Christmas Day
 - (12) New Year's Eve Day
 - (13) One (1) personal holiday to be selected by the employee who has completed at least six (6) months of employment with the City. Said holiday shall be one (1) per employment year and does not accrue from year to year.
- b. For the term of this agreement all holidays listed in Section 10.1(a), except the one (1) personal holiday, shall be unpaid holidays.

Section 10.2 Religious Holidays

Employees may request time off to attend religious services or other religious activities on Good Friday or on other recognized religious holidays during the year. Such time off shall be charged to the employee's annual accumulated leave or compensatory time off. If the employee has no accumulated annual leave or compensatory time off, such time off shall be without pay.

Section 10.3 Pay for Holidays

- a. Employees in a paid status the day prior and first working day after a holiday shall be paid for the holiday as specified in Section 10.1. Pay shall be at the base hourly wage rate and not to exceed eight (8) hours per holiday. Paid status is defined as working on regularly assigned duty, or on approved leave. If an employee is required to work on any of the specified holidays, they shall receive the overtime rate of pay for those hours required to work plus the holiday pay.
- b. Employees assigned to an alternative work schedule that results in a regularly assigned shift of longer than eight (8) hours per day, may cover additional hours in the assigned work shift above the eight (8) holiday hours by working flex time within the work week, subject to supervisory approval, or may use accrued vacation or CTO.
- c. Dispatchers will be credited at eight (8) hours per holiday (a total of 104 hours of accrued holiday time) effective the first pay period of the new fiscal year. This credit is to recognize that members may be required to work on an observed city holiday. Holiday time credit will be pro-rated for all newly hired members based on the fiscal year.
- d. Holidays not taken by June 30 for holidays accrued in the fiscal year shall be paid to a Dispatcher at the Dispatcher hourly pay by the second pay period in July following the end of the fiscal year. Unused holiday time shall not be allowed to accrue or be carried forward from one fiscal year to the next fiscal year.
- e. City shall audit the holidays used by a Dispatcher and the holidays which have been observed by the City upon Dispatcher termination, resignation or retirement from the City. The City shall deduct any owed holiday time from accumulated vacation, CTO, or if accumulated time is not sufficient, from the final pay issued upon ending city employment for holidays time used, but not yet observed by the City in that fiscal year.

Section 10.4 Holidays Observed on Leave

When an employee is absent on annual leave, sick leave, or compensatory time off, a holiday shall be observed as a holiday.

Section 10.5 Saturday/Sunday Holidays Observed

If any of the holidays fall on a Saturday, Friday shall be deemed as the observed holiday. If any of the holidays fall on a Sunday, Monday shall be deemed as the observed holiday.

Section 10.6 Vacation Accrual

- a. The terms of vacation accrual and eligibility will be as stated in the City's Personnel Rules, Section 10.5(a) and(b).

- b. Full-time employees accrue vacation as follows:

Years of Continuous Service	Hours Earned Per Pay Period	Annual
1 – 4	3.08 hours	10 days/80 hrs.
5 – 10	4.62 hours	15 days/120 hrs.
11 – 19	6.15 hours	20 days/160 hrs.
20 +		1 additional day per year for each year over 20 to maximum of 25 days per year (200 hrs.)

- c. Accrual of vacation shall be prorated for regular part-time employees based upon the assigned hours of the part-time employee.

Section 10.7 Maximum Vacation Benefit Accumulated

Maximum vacation accumulation shall be 480 hours. Vacation accrual will stop when an employee reaches 480 hours of accrued vacation time. Vacation accrual will resume once the vacation balance has been reduced through time off.

Section 10.8 Years of Service Defined

- a. For the purposes of this section, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the employee actually commenced working in regular appointment for the City.
- b. Unbroken seniority is defined as continuous city employment. Employees returning to City employment after leaving the city service for longer than 30 days may lose seniority from prior employment for purposes of vacation accrual, anniversary dates and any department based seniority.

Section 10.9 Pro-Rated Vacation Benefits

- a. An employee who, during an anniversary year, is on leave-of-absence without pay shall fail to qualify for full vacation benefits but shall be entitled to pro-rated vacation benefits. Vacation shall be pro-rated by dividing the straight time hours actually worked during the anniversary year by 173.3, and then multiplying that factor by 1/12th the vacation the employee would have earned had the anniversary year been fully worked.
- b. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to pro-rated vacation.

Section 10.10 Vacation Scheduling

Vacation scheduling will be conducted within each department in accordance with overall department seniority. Employees will be allowed to schedule as many days as they choose

prior to passing the list. Once a list is passed on, it shall circulate in accordance with seniority without any alteration of rotation or any right for senior employees to "bump" less senior employees' choices of vacation.

ARTICLE XI
MANDATORY TIME OFF (MTO) SMOOTHING PROCEDURE AND EFFECT OF UNPAID HOLIDAYS AND MTO

Section 11.1 Mandatory Time Off (MTO)

For fiscal year 2014/15, the MTO program will require employees to take five (5) work days off work without pay. Four of the days will be during City closure and one day will be designated by the employee when feasible.

For fiscal year 2015/16, the MTO program will be eliminated.

Section 11.2 Effect of MTO And Unpaid Holidays

- a. MTO days and unpaid holidays will count as paid time in determining sick leave and vacation accruals, holidays, retirement and overtime calculations.
- b. Paid leave cannot be used in lieu of MTO.
- c. Furlough days will not affect agreed to health and welfare insurance capped amounts.
- d. Employees shall not be penalized for not working the day before or day after a furlough day or for taking a MTO day.
- e. If an employee is called back to work on a scheduled furlough day, the employee shall be paid at his/her regular straight time rate of pay. Any hours worked in excess of an employee's regularly scheduled shift or in excess of forty (40) hours in a work week shall be subject to overtime.

Section 11.3 Reversion

The provisions of this ARTICLE XI regarding mandatory time off and the provisions ARTICLE X, Section 10.1 regarding unpaid holiday shall revert back to the terms and conditions of the FY 2009/2010 MOU upon the expiration of this agreement on June 30, 2014 for the purpose of bargaining only. This provision does not guarantee any reversion of a prior negotiated term upon expiration of the MOU.

ARTICLE XII
WORKER'S COMPENSATION

Section 12.1 Use of Accrued Leave

Employees who are absent from duty because of a temporary disability defined as industrial under the Worker's Compensation Act may use accrued sick leave, earned compensatory

time off, or accrued vacation in coordination with Worker's Compensation temporary disability payments for pay. The amounts paid by the City, when added to the temporary disability benefits, shall not exceed the employee's regular rate of pay.

Section 12.2 Pay on Day of Injury

Employees, who, as a direct result of an on-the-job industrial injury, are unable to complete a full day's work, shall nevertheless be paid for the full day on which such injury occurred. Said pay shall be provided upon evidence that said injury required the attention of a licensed physician, and upon the recommendation of the physician that the employee not immediately return to work.

Section 12.3 Accrual of Benefits

Employees who are on worker's compensation temporary disability shall accrue hospital, medical, dental benefits, and sick leave and vacation benefits as long as the employee is considered to be in a paid status. Paid status is defined herein as receiving compensation from the City in the form of accumulated sick, vacation, or compensatory time off. Employees on industrial injury leave shall be paid for City holidays observed during the employee's industrial leave. The amount paid by the City for the holiday, when added to the temporary disability benefits, shall not exceed the employee's regular rate of pay.

Section 12.4 Disability Retirement

When it appears an employee cannot return to normal duties because of the injury, and the City determines that a comparable position or modified duties are not available, disability retirement may be requested by the City unless the employee applies for or consents to retirement as of an earlier date; at which time accrued benefits, vacation, sick leave, and compensatory time off, will be compensated at the current regular rate of pay. The Retirement Board which administers the retirement system is the final authority on the granting of retirement, and the City has no control over the granting or disallowance of any retirement request.

ARTICLE XIII HEALTH CARE BENEFITS

Section 13.1 Payment of Health and Welfare Premiums

The City agrees that on or before the tenth (10th) day of each calendar month it will pay the premium for the Laborers' Health and Welfare Plan for each employee covered by this Agreement who was on the payroll during the preceding calendar month and has elected to be covered by the Laborers' Health and Welfare Trust Fund, to the Laborer's Health and Welfare Trust Fund for Northern California, at the office of such Fund in Fairfield, California, for the purpose of providing benefits for such employee under Plan III of the Special Benefit Plans of the fund (plus optional benefits described in Appendix 2 and 3 to such plan) for the month in which contribution is made. Such contribution shall remain in effect, and such benefits shall continue to be provided, until the expiration of the agreement. However, the City will not pay for any amount of the premium which exceed the allowance amount contained in section 13.3 subsection d (1). Effective July 1, 2014 the current monthly premium is \$1,064.

Notwithstanding the foregoing, in the event the Board of Trustees determines that the current contribution amount or the amount referred to in the Trust Participation Agreement is insufficient to provide the benefits then in effect, the Board of Trustees reserves the right to modify benefits so that the cost of actual benefits does not exceed the contribution rate.

It is expressly understood and agreed that no employee shall be eligible for the benefits of the Plan during any month unless and until the employer has made the required contribution in full to the Fund on his/her behalf for that month. An employee who has been laid off or terminated may continue his/her eligibility for benefits by electing COBRA benefits, as provided by law, and by paying to the Fund by the required premium.

Section 13.2 Acceptance of Trust Agreement

The City further agrees to accept, assume, and be bound by all of the obligations imposed upon the individual employer by that certain trust agreement known as the Laborers' Health and Welfare Trust Agreement dated March 4, 1953, except insofar as those obligations are modified herein, and it hereby irrevocably designates and appoints the employers mentioned in said Trust Agreement and appoints the employers mentioned in said Trust Agreement as its attorney-in-fact for the selection, removal and substitution of Trustees as provided in said Trust Agreement and as may hereafter be provided by or pursuant to the Laborers' Master Agreement or said Trust Agreement.

The Union agrees to hold the City harmless in regard to all liability relating to employee participation in the Laborers' Health and Welfare Trust Fund, beyond the City contribution described in Section 13.1 above.

Section 13.3 Cafeteria Benefit Plan

- a. The City agrees to a Section 125 Cafeteria selection plan during the term of this Agreement. Such plan shall include health and welfare selection options offered by Laborer's Health and Welfare Trust Fund for Northern California, and a city-sponsored health, dental and vision plan. Each cafeteria plan year covers the period January 1 through December 31 and is referred to as the selection or cafeteria year.
- b. As used in this Agreement, and specifically this article and section, core benefits are defined as health, dental, and vision care plans which may be available through the City or Laborer's Health and Welfare Trust Fund during the term of this Agreement.
- c. The City shall provide a monthly allowance for each member covered and eligible for the core benefits defined in this Section 13.3b. for the selection of benefits offered in the cafeteria plan.
- d. The allowance shall be paid as follows:
 1. Effective July 1, 2014 and for the duration of this agreement, the maximum core benefit allowance shall be \$1,518.00.
- e. In the event a member does not utilize the full dollar allowance per month for benefits, such member shall receive 90% of the cash allowance remaining paid in 24 bi-weekly taxable payments issued with a member's regular compensation paycheck during the plan year. Members agree that 10% is for payment of payroll related taxes and costs resulting from cash payment in lieu of benefits.

- f. Cafeteria selections are made in writing and in the form designated by the City on an annual basis in the month of November each year for the next cafeteria year. Selections will be binding for that selection year. Modification to selections, per IRS regulations governing Section 125 plans, will be allowed only for extremely limited circumstances; i.e., loss of coverage from another source.
- g. Benefits selected under the cafeteria plan shall cease at the end of the month in which an employee separates from City employment for any reason. All coverage, except as required to be offered or extended under federal and state law or this Agreement, shall end. There is no responsibility on the part of the City to pay, either in money or premiums, any remaining City obligations chosen through the cafeteria plan beyond the month of termination of an employee's employment. Cash payment of the allowance will be paid only through the end of the month in which an employee's employment terminates. Such cash payment will be included in an employee's final paycheck received from the City and per the terms of paragraph (e) above. Any outstanding premiums required to continue benefits through the end of the month of an employee's termination of City employment will be withheld from the final pay received from the City.

Section 13.4 Payment of Allowance

The City is obligated to pay only the amount per month as stated in Section 13.3(d) toward cafeteria selections chosen by an employee in this unit during the term of this contract or any extension thereof. The employee will pay, by payroll deduction, the remainder of any selections due, if any. If, for any pay period, there are insufficient wages due and payable to the employee to cover the selections chosen, the employee must submit directly to the City, not later than the first of the following month, the amount of the selections owed by the employee.

ARTICLE XIV RETIREMENT

Section 14.1 Definition of Retirement

- a. For the purpose of this Section, the term "retiring" is defined, understood and intended to mean, an employee's withdrawal from employment with the City at a time when the employee qualifies for pension benefits through the 1937 Act Retirement System, together with the filing of an application by the employee for retirement benefits and notification by the administrators of the 1937 Act Retirement System of approval of the application and the right of the employee to commence receipt of current benefits from the retirement system. Discontinuing work for the City under any circumstances other than defined herein, or deferral of retirement payments, will not be considered as "retiring" for the purpose of payment of a portion of any unused sick leave benefit as defined herein.
- b. The minimum requirements for regular service retirement as stated in the Stanislaus County Employee's Retirement Association information is completion of 30 years of service, or attainment of age 50 with 5 years of completed service and 10 years of Association membership.

- c. Effective January 1, 2005, the City shall provide enhanced retirement benefits pursuant to the formula outlined in Government Code Section 31676.4 commonly known as 2% at 55 for the member of this group.
- d. Unit members hired on and after January 1, 2013 and designated as “new members” to StanCERA who are miscellaneous employees shall be enrolled in the 2 % @62 retirement formula as required by law under the California Public Employees’ Pension Reform Act (“PEPRA” – AB 340/SB 197). As required under PEPRA, “new members” shall:
 - 1. Individually pay an initial Member contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said “new member” is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater; and
 - 2. Have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months.

Any provision in this Agreement which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.

Section 14.2 Retirement Contribution

During the term of this agreement, the City shall pay 100% of the employee’s contribution, (minus the \$300 contribution described below) for “classic members” to the Stanislaus County Retirement System. Both “classic members” and “new members” of the Stanislaus County Retirement System shall contribute \$300 beyond their required contribution (for “classic members” the required contribution is described above) toward their retirement.

Employee’s contribution shall be vested in the name of the employee as permitted under the rules and regulations of the 1937 Act Stanislaus County Retirement System.

Section 14.3 Payment of Sick Leave Upon Retirement

Sick leave shall be paid upon retirement of the employee from the City’s service at the current salary rate then being paid to the employee by the City of Ceres. A member of this unit will be paid 50% of their unused accumulated sick leave at retirement.

Section 14.4 Deferred Compensation and Retiree Benefits

- a. During the enrollment period of each year of this agreement, members of the Miscellaneous Bargaining Unit may enroll in a deferred compensation program.
- b. Upon retirement employees may contribute to their individual deferred compensation account any unused and accrued vacation, CTO, or holiday pay in whole or in part.
- c. Upon the request of Union, the City will require all employees in the bargaining unit to enroll in a supplemental retiree health savings plan as designated by the bargaining unit,

(including the City's existing plan), this additional retiree plan shall not result in any cost to the City.

ARTICLE XV DISCIPLINE

Section 15.1 Removal of Discipline

Upon employee request, the City will remove written reprimands from an employee's personnel file five years or more after the date of the reprimand, so long as the employee has not received subsequent discipline of any kind.

Section 15.2 Reasons for Discharge

The City shall have the right to discharge any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the City's safety and reasonable house rules and regulations which must be conspicuously posted, or ordering the violation of this Agreement.

Section 15.3 Discipline Procedures

Employees are entitled to pre-disciplinary due process in advance of any disciplinary suspension, demotion, reduction in pay and discharge.

- a. **Written Notice:** Written notice of the proposed disciplinary action will be served on the employee by the employee's immediate supervisor either by personal service or by U.S. Mail, addressed to the employee at his/her last known address. Such notice will include a statement of the reasons(s) for the proposed action, the charge(s) being considered, the proposed discipline, and a copy of all written materials, reports, or documents upon which the intended discipline is based. Service shall be deemed complete on the day the employee is personally served, or if service is by mail, two days after the notice is deposited in the U.S. Mail. Pre-disciplinary due process is not required for oral or written warnings. The employee may have a representative of his/her choice present at the personal service of the discipline notice.
- b. **Employee Review:** The employee will be supplied with a copy of the documents or materials upon which the proposed disciplinary action is based at the time the written notice of the proposed disciplinary action is served on the employee.
- c. **Employee Response and Appeal to Department Hearing Officer:** Within five (5) working days after service of the notice of proposed disciplinary action, the employee will have the right to respond orally or in writing, at the employee's option, to their respective department designated hearing officer concerning the proposed disciplinary action. The employee may have a representative of his/her choice present at the time such oral response is made. The department designated hearing officer shall consider the employee's response, and shall affirm, modify, or suspend the proposed disciplinary action. The decision of the designated hearing officer shall be served on the employee in the same manner as provided in Section 15.3(a) within five (5) work days of receipt of the employee's written response or oral presentation.

The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

- d. Administrative Leave: Notwithstanding the provisions of this Agreement, should it be necessary to complete an investigation or to otherwise remove the employee from the workplace, a department head may order the employee being investigated or removed from the workplace on a paid leave status (administrative leave). When a determination is made regarding the discipline to be imposed, the employee may be removed from administrative leave and the discipline imposed.
- e. Discipline Imposed: The discipline determined by the department's designated hearing officer may be imposed once the decision has been delivered to the employee and during any further appeal the employee may wish to pursue according to the procedures stated in this Article.
- f. The employee may appeal a disciplinary action imposed by the department hearing officer to the Department Head by filing a written request with the Department Head within five (5) working days after the decision of the department designated hearing officer has been served upon the employee as provided in Section 15.3(a). The appeal must be in writing and state specifically the reason(s) upon which the appeal is based and the restitution being sought. Failure to file an appeal within such time period constitutes a waiver of the right to appeal. If the department designated hearing officer is the Department Head, the employee may submit any appeal to the City Manager in accordance with the procedures in Section 15.3.
- g. The Department Head will conduct a hearing on the appeal filed in accordance with Section 15.3(f) within ten (10) days after receipt thereof. The hearing may be continued either for the convenience of the Department Head or the employee, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing, or any continuance thereof, will be given to the employee either personally or by U.S. Mail by the Department Head.
- h. Upon the request of the employee, or at the discretion of the Department Head, the hearing may be conducted in private. The appellant may request a representative to appear with him/her at the hearing. The department head, at his/her discretion, may interview or call any witnesses or other pertinent individuals in order to reach a fair conclusion.
- i. Discipline: The Department Head shall deliver his/her decision in writing to the employee within five (5) work days of the conclusion of the hearing. The Department Head may modify, uphold, or suspend the disciplinary action and may order the requested or modified restitution to the employee. The decision of the Department Head shall be final and binding unless appealed in accordance with the procedures stated in this Article XV.

Section 15.4 Discipline Appeal to Arbitration

- a. **Appeal Procedure.** Any disciplinary appeal that has been properly and timely processed through the appeal procedure set forth in Article XV of this Agreement and that has not been settled at the conclusion thereof may be appealed to arbitration by the Union by serving the City Manager with written notice of its intent to appeal. The failure to appeal a disciplinary action to arbitration in accordance with this Section 15.4 within ten (10) work days after receipt of the written answer of the Department Head at Section 15.3(i) of this Agreement, shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the City delivered by the Department Head shall be final and binding on the employee, City and Union.
- b. **Selection of Arbitration.** Not later than ten (10) calendar days after the Union serves the City with written notice of intent to appeal a disciplinary action to arbitration, the City and the Union shall jointly request the State Mediation and Conciliation Services to furnish, to the City and the Union, a list of five (5) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the City, the City and the Union shall alternately strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance.
- c. **Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the adjudication of the discipline imposed. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. He shall have the authority only to uphold, modify or suspend the discipline imposed and order restitution based only within any actual loss incurred by the employee up to the date of the written decision. The written award of the arbitrator on the disciplinary appeal adjudicated within his jurisdiction and authority shall be advisory and not binding upon the City.
- d. The written decision of the arbitrator will be submitted to the City Manager within fifteen (15) calendar days of the conclusion of the appeal hearing. The City Manager may uphold, modify, or suspend the arbitrator's decision. Such decision by the City Manager and the arbitrator's decision shall be delivered in writing to the appellant or appellant's representative within five (5) work days of receipt of the arbitrator's decision. The decision of the City Manager shall be final and binding upon the employee, the Union and the City.
- e. **Arbitration Expenses.** The fee of the State Mediation and Conciliation Service and the fees and expenses of the arbitrator shall be shared equally by the City and the Union. Each party shall bear its own costs with respect to witness time, representation and legal fees.

ARTICLE XVI EMPLOYEE GRIEVANCE PROCEDURE

Section 16.1 Definition

A grievance is defined as an employee-initiated allegation that a term or condition of employment established by the Labor Agreement, the personnel rules, or other written city or departmental policy or procedure has been violated; provided, however, that such term or

condition of employment is not subject to the discretion of the City or is not a subject outside the scope of representation as defined in Section 2500 et seq. of the Government Code or the City Employer-Employee Relations Ordinance.

Section 16.2 Grievances Not Considered

The grievance procedure shall not apply if it is a matter which would require the modification of a policy established by the City Council, the current Labor Agreement or other adopted work agreement, or the grievance is reviewable under some other administrative procedure such as:

- a. Applications for changes in title, job classifications or salary;
- b. Appeals from formal disciplinary proceeding;
- c. Appeals arising out of Personnel Rules examinations;
- d. Appeals from work performance evaluations.
- e. Complaints of discrimination, harassment or retaliation based on a protected classification.

Section 16.3 Provisions of the Grievance Procedure

The following provisions shall apply:

- a. **Presentation of Grievance:** The employee shall follow the sequence and the procedure outlined in Section 16.4 of this Article in presenting a grievance or set of grievances.
- b. **Timely Presentation:** The employee shall discuss the grievance with the employee's immediate supervisor in a timely manner after the act or omission causing the grievance. A timely manner is defined as a period of not more than five (5) working days unless circumstances prohibit otherwise.
- c. **Prescribed Form:** The written grievance shall be submitted with the grievant's name, department/division, date of act or omission, the specific act or acts complained of and being grieved, the inequity or damage suffered, and the relief sought. All written grievances set forth in 16.4 below shall be signed and dated by the aggrieved employee and/or Union Representative.
- d. **Employee Representative:** The employee may choose an individual to provide representation at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless the hearing individual so desires.
- e. Whenever possible, grievances will be handled between the working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. Exceptions may be granted for compelling reasons.
- f. **Time Limitations:** The time limitations set forth in this Article, Section 16.4 are of the essence of this Agreement. No grievance shall be accepted by the City unless it is

submitted or appealed within the time limits set forth in Section 16.4 of this Agreement. If the grievance is not timely submitted at Step 1 or 2, it shall be deemed waived. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the City's Step 2 answer. If the City fails to answer within the time limits set forth in Section 16.4 of this Agreement, the grievance shall automatically proceed to the next step. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

- g. Consolidation of Grievances: If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance and heard at the same time by the same arbitrator. The option to combine grievances shall be at the City's choice.
- h. Settlement: Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed time.
- i. Reprisal: The grievance procedure is intended to assure a grieving employee the right to present a grievance without fear of disciplinary action or reprisal by a supervisor, superior, or department head, provided provisions of this grievance procedure are properly observed.

Section 16.4 Grievance Procedure Steps

- a. Step 1. Discussion with Immediate Supervisor. Not later than five (5) work days after the event giving rise to the grievance, or five (5) work days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with his/her immediate supervisor. The immediate supervisor shall orally respond to the employee not later than five (5) work days thereafter.
- b. Step 2. Written Grievance to Immediate Supervisor. If the grievance is not settled at Step 1, or the employee has not received an oral response from the supervisor, the employee, not later than five (5) work days after the discussion or receipt of the answer, may present the grievance in writing to the immediate supervisor. The immediate supervisor shall give the grievant a written response to the grievance within two (2) work days after receipt of the written grievance.
- c. Step 3. Written Appeal to Designated Department Appeal Officer. If the grievance is not settled at Step 2, the employee, not later than five (5) work days after receipt of the immediate supervisor's written response, may file a written appeal of that answer to the Department's designated appeal officer. Not later than ten (10) work days after receipt of the written appeal, the department designated appeal officer shall meet with the employee and an employee representative, if requested. The department appeal officer shall give a written answer to the grievant within five (5) work days after such meeting.
- d. Step 4. Written Grievance to the Department Head. If the grievance is not settled at Step 3, the employee, not later than five (5) work days after receipt of the written answer from the department's designated hearing officer, may file a written appeal of that

answer to the Department Head. Not later than ten (10) work days, or any agreed extension thereto, after receipt of the written appeal, the Department Head shall meet with the employee and employee representative, if requested. The Department Head shall give a written answer to the grievant within five (5) work days after such meeting. The answer shall be considered final and binding on the employee, the Union and the City unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 16.5 of this Agreement. If the department designated hearing officer is the Department Head, this Step 4 does not need to be followed.

Section 16.5 Arbitration

- a. **Appeal Procedure.** Any grievance, as defined in Section 16.1 of this Agreement, that has been properly and timely processed through the grievance procedure set forth in Section 16.4 of this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the City Manager with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 16.5 within ten (10) calendar days after receipt of the written answer of the Department Head at Step 4 of the grievance procedure set forth in Section 16.4 of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Department Head at Step 4 of the grievance procedure shall be final and binding on the aggrieved employee, the City, and the Union.
- b. **Selection of Arbitrator.** Not later than ten (10) calendar days after the Union serves the City with written notice of intent to appeal a grievance to arbitration, the City and the Union shall jointly request the California State Mediation and Conciliation Services to furnish, to the City and the Union, a list of five (5) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the City, the City and the Union shall alternately strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance.
- c. **Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the City. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance unless the grievances are combined as stated in Section 16.3(g). The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be considered as advisory and not final and binding, but may be modified, reversed or upheld by the City Manager. The determination of the City Manager shall be final and binding.
- d. **Fees and Expenses of Arbitration.** The fee of the State Mediation and Conciliation Service and the fees and expenses of the arbitrator shall be shared equally by the City and the Union. Each party shall bear its own arbitration expense outside of the shared arbitrator expenses as stated in this paragraph d.

Section 16.6 Grievance Hearing

- a. A hearing before the arbitrator will be scheduled and held as quickly as possible.

- b. The hearing shall be attended by the employee initiating the grievance, and may be attended by one representative of the employee's choice, the city's representative, the city attorney or designee. Other requested personnel upon the approval of the City Manager may attend the hearing. Costs of other requested personnel shall be paid by the requesting party.
- c. The arbitrator shall insure that all sides have the opportunity to present the issue(s) as fairly as possible.
- d. After all evidence and/or pertinent comments have been made, the arbitrator shall submit the decision on the grievance in writing to the City Manager within thirty (30) days from the close of the hearing. The City Manager may uphold, modify, or suspend the arbitrator's decision. Such decision by the City Manager and the arbitrator's decision shall be delivered in writing to the grievant or grievant's representative within (5) work days of receipt of the arbitrator's decision. The decision of the City Manager shall be final and binding upon the employee, the Union and the City.

**ARTICLE XVII
MISCELLANEOUS PROVISIONS**

Section 17.1 No Cessation of Work

It is agreed between the City and the Union that there shall be no lock-outs of any kind or for any cause on the part of the City, and that there will be no strikes or any other cessation of work of any kind on the part of the Union on account of any controversy whatever during the term of this Agreement.

Section 17.2 Bulletin Boards

The City agrees to establish bulletin boards upon its premises for the posting of notices at designated work areas. Said areas shall be the corporation yard, City Hall, Smyrna Park maintenance building, Fire Department, Police Department, and Wastewater Quality Control Plant. The City shall post a notice of each bargaining unit job vacancy it seeks to fill before requesting outside applicants.

Section 17.3 Tuition Reimbursement

Employees who receive approval to participate in any course of study (1) at an accredited college or university that is located no more than seventy-five (75) road miles from the City of Ceres, and (2) that will increase the employee's technical job knowledge or will enable the employee to compete for other job opportunities within the City, shall be reimbursed for tuition, registration fees, and required books. Actual payment shall be made following satisfactory completion of approved classes or courses and submittal to the City by the employee, the following: 1) a copy of the school official grade report of the classes or courses taken, 2) a copy of the receipt received from the school for tuition payment, and 3) a copy of the receipt received for purchase of required books (if requesting reimbursement for books). Employees participating in said courses may keep books and supplies as personal property.

Section 17.4 Severability & Replacement of Illegal Clause

- a. Should any section or provision of the Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section or provision shall not invalidate the remaining portions and shall remain in full force and effect for the duration of this Agreement.
- b. The City and the Union agree at the time such section or provision is declared illegal, to bargain where possible, a provision to legally replace that portion declared illegal.

Section 17.5 Open and Promotional Positions

In accordance with the City Personnel Rule V, positions within the bargaining unit are competitive and open to all qualified applicants. This includes promotional positions that are within the unit.

ARTICLE XVIII TERM, TERMINATION AND RENEWAL

Section 18.1 Term of Agreement

- a. This Labor Agreement shall become effective July 1, 2014; continue in full force and effect through midnight, June 30, 2016. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other not later than sixty (60) days prior to the expiration date of any succeeding year. Notwithstanding such notice to terminate or to modify this Agreement, the parties hereto agree:
 1. To meet and confer in good faith with the other through their authorized agents for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications;
 2. To continue in full force and effect without resorting to strikes or walk-outs, all the terms and conditions of the existing Agreement for a period of sixty days after such Agreement expires.
 3. To notify state agencies, if required, within the time required by any applicable laws, of the existence of such dispute, provided that no agreement has been reached by that time.
- b. Written notice shall be addressed as follows:

To Bargaining Unit:

Business Manager
Construction, Production and Maintenance Laborer's #1130
P.O. Box 3448
Modesto, CA. 95353

To City:

City of Ceres, Director of Human Resources
2720 Second Street
Ceres, CA. 95307

c. Reopen of Negotiations During Term of Agreement

For fiscal year 2015-2016, the parties shall meet and confer concerning the potential return of remaining concessions which were implemented effective July 1, 2010. During these negotiations or any subsequent negotiations in which the concessions are still in effect, the parties will begin negotiations from pre-concession bargaining positions. It is the goal of the parties to eliminate the remaining concessions as soon as the City Council determines it is fiscally prudent.

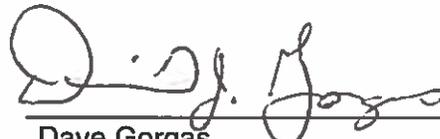
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals by their respective officers duly authorized to do so this 3 day of July, 2014.

CITY OF CERES

NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS' AND,
CONSTRUCTION, PRODUCTION, &
MAINTENANCE LABORER'S LOCAL
UNION #1130; AFL:CIO



Che Johnson
Liebert Cassidy Whitmore



Dave Gorgas
Business Manager



Toby Wells
City Manager



Betina McCoy,
Director of Human Resources

ATTACHMENT "A"

POSITION CLASSIFICATIONS

MISCELLANEOUS EMPLOYEES CLASSIFICATIONS

SALARY SCHEDULE

Account Clerk I	J37
Account Clerk II	J41
Accountant	J60
Administrative Analyst	J61
Administrative Clerk I	J33
Administrative Clerk II	J37
Assistant Engineer	J63
Assistant Planner	J56
Associate Engineer	J67
Associate Planner	J62
Building Permit Technician	J45
Code Enforcement Officer	J51
Community Service Officer	J48
Crime Analyst/Crime Scene Technician	J55
Custodian	J38
Engineering Technician I	J51
Engineering Technician II	J55
Facility Maintenance Worker I	J40
Facility Maintenance Worker II	J44
Fleet Mechanic I	J45
Fleet Mechanic II	J49L
IT Systems Analyst	J59
Maintenance Worker Aide	J20
Maintenance Worker I	J40
Maintenance Worker II	J44
Parks Maintenance Worker I	J40
Parks Maintenance Worker II	J44
Public Safety Dispatcher I	J44
Public Safety Dispatcher II	J48
Public Safety Records Clerk I	J38
Public Safety Records Clerk II	J42
Recreation Administrative Coordinator	J49L
Secretary	J45L
Senior Civil Engineer	J73L
Senior Facility Maintenance Worker	J48
Senior Fleet Mechanic	J53
Senior Public Safety Dispatcher	J52
Senior Street Maintenance Operator	J48
Senior Wastewater Operator	J51
Streets Maintenance Operator I	J40
Streets Maintenance Operator II	J44
Wastewater Operator I	J43
Wastewater Operator II	J47
Water Distribution Operator I	J41
Water Distribution Operator II	J45

ATTACHMENT "B"

GUIDELINES FOR WORKBOOTS

The following is intended to provide guidance to affected employees, supervisors and departments in administering the work boot reimbursements provisions stated in Article VIII, Section 8.3(b), of the current Miscellaneous Bargaining Unit MOU.

1. The work boot allowance intent is to provide those required to wear work boots with assistance to purchase a pair of sturdy, quality work boots.
2. The per year allowance is based upon the fiscal year
3. More than one pair of work boots may be purchased within the applicable period, but employee will only be reimbursed to the maximum \$200.00 allowance after the first pair.
4. Work boots may be purchased using a city credit card. Employee must provide the sales receipt of the transaction to his/her supervisor. Employees will be held responsible for amounts spent over \$200.00.
5. Employees purchasing work boots with personal funds must provide a sales receipt and complete the necessary forms for reimbursement as may be requested by the department and/or finance.