MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF VACAVILLE

AND THE

VACAVILLE CITY EMPLOYEES' ASSOCIATION

July 1, 2015 – June 30, 2018

Approved by Council: September 22, 2015

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VACAVILLE AND THE VACAVILLE CITY EMPLOYEES' ASSOCIATION

This agreement adopted on the 22nd day of September, 2015 between the City of Vacaville, hereinafter referred to as the "City", and "Vacaville City Employees' Association" hereinafter referred to as the "Association". Pursuant to Government Code, Section 3500 et seq. and the City of Vacaville Employee/Employer Relations Resolution 2008-92 as amended, the following represents an agreement reached between representatives of the Association and the City, which shall become effective upon ratification of the Memorandum by the Association membership and the Vacaville City Council.

PURPOSE:

It is the purpose of this Memorandum of Understanding to achieve and maintain harmonious relations between the City and the Association, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

UNDERSTANDINGS AND AGREEMENTS

Section 1. Term

The parties agree to a term commencing on July 1, 2015 and ending June 30, 2018.

Section 2. Recognition

The Association is hereby acknowledged by the City as the recognized Employee Organization representing the employment classifications within this unit. The unit as presently constituted by agreement of the City and the Association consists of the classifications listed in Appendix A.

Section 3. Association Representatives

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not

interfere with the performance of City services as determined by the City. Such employee representatives shall submit a written request for excused absence to their respective Department Heads, with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed five (5). In order to reflect the diversity of the Association's workforce, each of the five (5) representatives shall be from different departments and work locations.

Section 4. Hours of Work

The workweek will be 37.5 hours per week for all employees except the Community Service Officers. Their workweek will be 40 hours per week. Emergency overtime will be granted at time and one-half for all hours worked in excess of the normal workday and workweek. Compensatory time off, at the time and one-half rate, may be granted in lieu of pay at the employee's request and with the approval of the supervisor.

Compensatory Time, not to exceed the maximum as specified in Section 10 of this MOU, and Vacation, not to exceed the maximum as specified in Section 9 of this MOU, will be accrued in separate accounts. Employees will designate use of appropriate accounts when taken.

4.1 Modified Work Schedules

Modified Work Schedules may be implemented and continued at the discretion of the Department Head, with the concurrence of the City Manager, if they are consistent with operational needs and improve customer service. Modified Work Schedules take the form of “flextime” or alternative work schedules, in which the standard workday hours are modified but the total hours in the normal work period remain the same.

For employees who want occasional changes in their schedules, these will continue as before to be arranged with their supervisor. This is not considered flex time.

An employee interested in a flex work schedule may so advise his/her supervisor and request consideration for such a schedule.

4.2 Temporary Reduced Work Schedules

Temporary Reduced Work Schedules may be requested by a regular full-time employee with a minimum of two years of continuous full-time service with the City. The two year service requirement must be completed immediately prior to submission of the request. Temporary Reduced Work Schedules may be implemented and continued at the discretion of the Department Head, with the concurrence of the City Manager, if they are consistent with operational needs, maintain customer service, and do not result in increased operating costs. All Temporary Reduced Work Schedules are made for an established time period with a minimum of three months and a maximum of two years,

and are subject to Department Head review at regular intervals during that period to determine continuance.

Temporary Reduced Work Schedules take the form of voluntary reduced work time, in which an employee in a full-time budgeted position requests a temporary reduction in total compensation in exchange for a corresponding percentage reduction in the normally scheduled workweek. Employees must be scheduled for a minimum of twenty (20) hours per week.

Employees on Temporary Reduced Work Schedules shall be required to sign an agreement approved by the Director of Administrative Services or designee detailing the specific conditions and restrictions of the arrangement. Employees on Temporary Reduced Work Schedules continue to be paid on a salary basis.

Section 5. Salaries

5.1 Rates of Pay

Salary schedules are recorded in Appendix A.

At the end of FY 2015-16 (approximately October 2016) and FY 2016-17 (approximately October 2017), if non-Measure M revenues, less increase in non-discretionary expenditures (limited to CalPERS, PARS, Healthcare or other expenses mandated by the Federal Government, the State of California or a Court with jurisdiction over the City) exceed the City's actual revenue, the City will distribute 30% of these excess revenues to employees as a wage increase.

The City will allocate these excess revenues to each bargaining unit on a proportionate basis. If this trigger is reached, the minimum wage increase shall be 1.5% and the maximum shall be 4%. If this trigger is reached, the corresponding wage increase will be effective January 1, 2017 and January 1, 2018.

If the trigger is reached for both years, the trigger calculation in year three will be reduced by the wage increase given in year two.

5.2 Acting Pay/Out of Rate Assignment

All out-of-rate (OOR) assignment requests shall be submitted in writing to the Human Resources Division of the Administrative Services Department for approval, with a detailed listing of higher level or full scope duties to be performed. No out-of-rate assignment shall exceed one (1) year in duration.

<u>Higher Level Duties (5%)</u>
An employee who is temporarily assigned by the Department Head to perform higher level duties at least 30% of their work-time, shall receive five percent (5%) above the employee's base pay, for all work performed in that capacity effective the date of the assignment. If the work is sporadic in nature, the 5% out-of-rate pay shall be granted only for the time performing the higher level duties. An employee assigned to do higher

level duties shall not be required to meet the Minimum Qualifications (MQ's) as stated in a class specification for any specific job, as the duties may or may not be from one particular job, they must simply be of a higher level than that in which the employee is currently classified.

Time spent working in a higher level (5%) out-of-rate capacity shall not be counted as fulfilling any future probationary period.

Full Scope of Vacant Position (10%)
An employee who is temporarily assigned by the Department Head to act in the capacity of his/her direct supervisor's vacant* position, shall receive ten percent (10%) above the employee's base pay for all worked performed in that capacity effective starting one (1) month after the assignment. The employee must meet the minimum qualifications of the position at time of assignment and must be performing the full scope of duties.

An employee working in a full scope out-of-rate (10%) assignment for a period of 12 months, and subsequently reclassified or promoted into the position, shall not be required to complete a probationary period for the position.

**A vacant position may include situations where the supervisor has left employment or retired, is out on an extended leave (and may/may not return) or has been reassigned temporarily to another position.*

5.3 Call Back/Court Overtime

If an employee is called back to work after the employee's regular work hours, or called back on a day when the employee is not scheduled to work, or is subpoenaed to appear in court on City business when the employee is not scheduled to work, the employee shall, upon reporting, receive a minimum of two (2) hours work, or if two (2) hours work is not furnished, a minimum of two (2) hours pay at time and one-half (1-1/2). An employee may be assigned multiple tasks during a callback. Subsequent Call Backs or Court Appearances initiating after the initial event minimum within the same 24-hour calendar day shall be compensated for a minimum of thirty (30) minutes, with any service beyond such being logged in one-tenth (1/10) hour increments, at time and one-half (1-1/2) the employee's regular rate of pay.

In the event an employee is not called back as defined above, but rather provides service via electronic means (telephone, remote personal computer, etc.), the employee shall be compensated for a minimum of thirty (30) minutes, with any service beyond such being logged in one-tenth (1/10) hour increments, at time and one-half (1-1/2) the employee's regular rate of pay.

To qualify for the minimums identified, the employee must have completed their duty for the day, and left City property. However, under no circumstances shall such premium compensation continue beyond the employee's regular starting time, nor shall premium compensation be compounded as a result of overlapping events. The maximum rate of compensation payable to an employee under any circumstances shall not exceed time and one-half (1-1/2) the employee's regular rate of pay.

5.4 Standby Time

Standby time, for IT Technicians and Systems Administrators, may be scheduled by the Department Head or the Department Head's designated representative according to the needs of the City. The City shall pay three (3) hours at the time and one-half (1-1/2) rate per twenty-four (24) hour period for standby time. Call back for personnel on standby shall be as articulated in the Call Back section of this MOU.

5.5 Use of Salary Ranges

Movement within salary ranges shall be administered in accordance with Section 3.00 of the Personnel Policies and Procedures. On an exception basis, upon written recommendation of the Department Head and approval by the Director of Administrative Services, an employee may be advanced two steps within the salary range.

Section 6. Health and Welfare

6.1 Health

The City will continue to contribute ninety-two percent (92%) of the Kaiser Bay Area premium for coverage through December 31, 2015 (ending with November 30, 2015 paycheck).

Effective the first pay period in which 2016 health premiums apply (December 15, 2015 paycheck), the City will contribute eighty-five percent (85%) of the Kaiser Bay Area premium cost for the selected plan level (single, double, family), with the balance to be paid by the employee on a pre-tax basis. An employee selecting a non-Kaiser plan shall receive the same City dollar contribution as an employee selecting the Kaiser plan, but in no event shall the contribution exceed 100% of the plan premium cost.

An employee demonstrating other medical coverage may "Opt Out" of the City's/CalPERS medical plan and, in consideration, will receive a $250 monthly City contribution to his/her deferred compensation account. Effective September 1, 2015, no employees may begin to collect "Opt Out" incentive payments who receive City health coverage through another City employee or retiree. Effective the pay period which includes December 1, 2017, employees shall not receive "Opt Out" compensation when they receive City health coverage through another City employee or retiree.

6.2 Dental

July 1, 2015 through August 31, 2015 each employee pays twenty-five dollars ($25.00) per month.

Effective September 1, 2015, the City will contribute an amount sufficient to cover one hundred percent (100%) of the cost of Dental premiums for the selected plan level (single, double, family).

6.3 Retiree Health

The City established a Trust with CalPERS for purposes of funding City-wide retiree health care costs. Each employee will make direct contributions to the trust in the amounts describe below on a pre-tax basis:

- Effective September 1, 2015 – Twenty-five dollars ($25.00) per month
- Effective July 1, 2016 – Fifty dollars ($50.00) per month

Employee contributions to the Trust shall be discontinued upon full funding of the City's actuarial liability for retiree medical costs.

6.4 Life Insurance

The City shall provide a life insurance policy in the amount of $50,000.

The City shall make available the opportunity for full-time employees to purchase additional term life insurance for themselves, their spouses and their dependents through a vendor specified by The City. Purchase of additional life insurance and/or spousal and depend life insurance shall be voluntary. Elections shall be allowed upon hire and during open enrollment once per year as determined by The City. Premiums shall be paid through payroll deduction.

6.5 Vision

The City will contribute an amount sufficient to cover one hundred percent (100%) of the cost of Vision premiums for the selected plan level (single, double, family).

6.6 Long Term Disability

The City will pay the full cost of a Long Term Disability insurance plan through a vendor specified by the City.

6.7 Flexible Spending Account

The City will maintain a plan whereby employees may elect to voluntarily contribute to a dependent care assistance program (as prescribed by and within the meaning of Section 125 of the Internal Revenue Code) or an employee welfare benefit plan that provides for health benefits (which are "qualified benefits" within the meaning of Section 125 of the Internal Revenue Code). Such contributions shall be made solely from pre-tax payroll deductions, with no contribution from the City.

6.8 Short Term Disability

The City does not currently participate in the State's Short Term Disability program (SDI). The City shall make available the opportunity for full-time employees to purchase Short Term Disability through a vendor specified by The City. Purchase of Short Term Disability insurance shall be voluntary. Elections shall be allowed upon hire and during

open enrollment once per year as determined by The City. Premiums shall be paid through payroll deduction.

Section 7. Retirement Plan

City does not participate in Social Security, but 1.45% for Medicare is a mandatory payroll deduction. City participates in the California Public Employees Retirement System (CalPERS) and Public Agency Retirement Systems (PARS).

The Public Employees' Pension Reform Act (PEPRA) of 2013 applies to all public employers and public pension plans which include CalPERS.

Hire date on or after January 1, 2013 and deemed "new" member

(New member = no prior CalPERS/reciprocal employment or a break in service greater than 6 months)

Benefits include:

- Section 7522.20 (2% @ 62 Formula for Non-Safety Members)
- Section 20037 (Three Year Final Compensation)
- Employee contribution (Section 7522.30) = 50% of Total Normal Cost, currently 6.25%. Contribution amount is recalculated each year by CalPERS actuarial study.

Hire date on or after January 1, 2013 and deemed "classic" member

(Classic member = prior CalPERS/reciprocal employment with less than 6 month break in service)

Benefits include:

- Section 21354 (2% @ 55 Formula for Local Miscellaneous Members)
- Section 20042 (One-Year Final Compensation)
- Employee contribution (Section 20677) = 7%

Hire date on or before December 31, 2012

Benefits include:

- Equivalency of 2.7% @ 55 formula
- PERS Section 21354 (2% @ 55 Formula for Local Miscellaneous Member) plus;
- Supplemental PARS plan of 0.7% @ 55
- Section 20042 (One-Year Final Compensation)
- Employee contribution (Section 20677) = 7% to CalPERS and 2% to PARS

All Miscellaneous retirements also include the following contracted CalPERS provisions:

- Section 20903 (Two Years Additional Service Credit – if "Golden Handshake" activated)
- Section 20965 (Credit for Unused Sick Leave)
- Section 21024 (Military Service Credit as Public Service)
- Section 21027 (Military Service Credit for Retired Persons)
- Section 21427 (Improved Non Industrial Disability Allowance)
- Section 21548 (Pre-Retirement Option 2W Death Benefit)
- Section 21574 (Fourth Level of 1959 Survivor Benefits)

Section 8. Holidays

CSO's assigned a 4/10 work schedule shall accrue 4.333 hours of holiday credit each pay period (including floaters; one hundred four (104) hours annualized), to be added to their vacation balance in lieu of holidays. Recognized holidays shall be as follows:

Independence Day	Christmas Day
Labor Day	New Year's Eve (4 hrs)
Veteran's Day	New Year's Day
Thanksgiving Day & Day after	Martin Luther King's Birthday
Memorial Day	President's Day
Christmas Eve (4 hours)	2 Floating Holidays (15 hrs)
	(CSO's 16 hours)

All recognized holidays falling on Saturday will be celebrated on the preceding Friday; holidays falling on Sunday will be celebrated on the following Monday.

The crediting of the two (2) floating holidays as vacation leave will occur on July 1 of each year. In the event that Christmas Eve and New Years Eve fall on Friday, Saturday or Sunday, the eight (8) hours shall be converted to eight (8) floating hours and credited to the employee's vacation balance on July 1 preceding the holidays.

New employees hired between July 1 and December 31 shall receive one hundred percent (100%) of floating holiday credits.

New employees hired between January 1 and June 30 shall receive fifty percent (50%) of floating holiday credits. These employees, however, will not receive floating holiday credits for New Year's Eve or Christmas Eve of the previous year.

Section 9. Vacation

Employees shall accrue vacation each pay period on a pro-rated basis in accordance with the following schedule:

	37.5 Hour	40 Hour
Years 0 through 5 years	75 hours	80 hours
Years 6 through 10 years	112.5 hours	120 hours
Year 11	120 hours	128 hours
Year 12	127.5 hours	136 hours
Year 13	135 hours	144 hours
Year 14	142.5 hours	152 hours
Year 15	150 hours	160 hours

The maximum accrual shall be**:**

- 37.5 hour employees = 300 hours
- 40 hour employees = 320 hours

Bonus at completion of 5 and 15 years = lump sum credit:

- 37.5 hour employees = 37.5 hours
- 40 hour employees = 40 hours

Upon adoption of this agreement, employees may elect to cash out up to eighty (80) hours of their vacation leave balance as follows:

- An election form will be sent to eligible employees showing their accrued vacation balance. Forms will be sent once in the fall of 2015, in January and July of 2016 and 2017, and in January of 2018.

- Employees must elect whether or not they want Vacation Cash Out and how much.

- In 2016 and 2017, the election forms must be returned to the Human Resources Division by February 1st and August 1st, and will be paid out on the February 15th and August 15th paychecks of each year. In 2018, the election form must be returned to the Human Resources Division by February 1st.

- As of June 30, 2018, the vacation caps will be enforced.

- As of June 30, 2018, employees may cash out up to eighty (80) hours of their vacation leave balance in January of each calendar year, provided that they have taken a minimum of three (3) weeks (37.5 hour employees = 112.5 hours and 40 hour employees = 120 hours) of vacation leave during the preceding twelve (12) months (December 16th – December 15th). An election form will be sent to eligible employees showing their vacation balance in mid-January of each year. Employees

must elect whether or not they want Vacation Cash Out and how much. The election form must be returned to the Human Resources Division by February 1st. The vacation will be paid out on the February 15th pay check.

- If an employee reaches their cap on or after June 30, 2018, they will not accrue any further vacation until the vacation hours are at or less than the stated cap. However, an employee will be allowed to temporarily accrue vacation in excess of their cap if the City cancels the employee's scheduled vacation within four pay periods of the employee reaching their cap. The employee and the City shall promptly work together after the City cancels the employee's vacation to schedule alternative vacation time to prevent the employee from reaching their cap or at least minimize the extent to which the employee exceeds the cap.

Any cash-out of vacation time shall be paid at the current base rate. Base rate is the straight-time rate of pay per hour paid to an employee by the City pursuant to the salary scale of the employee's classification. Base salary does not include premiums, bonuses, benefits, or any other potential compensation from the City.

Section 10. Compensatory Time

Overtime will be paid at time and one-half for all hours worked in excess of the normal workday and workweek. Compensatory time off, at the time and one-half rate, may be granted in lieu of pay at the employee's request and with the approval of the supervisor.

Compensatory Time, not to exceed one hundred (100) hours, will be accrued in a separate account.

An employee may elect to cash out up to one hundred percent (100%) of his/her accrued balance of Compensatory Time once each year. An election form will be sent to eligible employees showing their Compensatory Time balance in early October. Employees must elect whether or not they want Compensatory Time cash out and how much. The election form must be returned to the Human Resources Division by October 31st. The Compensatory Time will be paid out in the November 15th paycheck.

Section 11. Sick Leave

The City provides twelve (12) days sick leave per year with no maximum accrual. This sick leave includes the legally required sick leave days mandated by Assembly Bill 1522 (AB1522). The City will comply with AB1522 in the administration of the legally mandated sick leave days.

Employees retiring shall be entitled to elect to receive twenty-five percent (25%) of their sick leave in cash or one hundred percent (100%) paid to the employee's estate upon death.

The City offers the following program as an incentive to employees who have conserved their sick leave. This program is available to employees who have a sick leave balance of at least thirty (30) days:

Employees who use four (4) or fewer days of their annual sick leave accrual of twelve (12) days may elect to receive fifty percent (50%) of the remainder in cash. The other fifty percent (50%) will remain on the employee's sick leave balance.

Any cash-out of sick leave shall be paid at the current base rate. Base rate is the straight-time rate of pay per hour paid to an employee by the City pursuant to the salary scale of the employee's classification. Base salary does not include premiums, bonuses, benefits, or any other potential compensation from the City.

When an employee is compelled to be absent due to the serious illness or injury of a member of the employee's immediate family, the employee may utilize up to six (6) days of the employee's sick leave for such purpose. For the purpose of this Section, the following are considered members of the employees immediate family: parent, brother, sister, spouse, registered domestic partner, child, parent of a spouse, or anyone residing in a household who is a dependent or relative.

For the purpose of this section only, "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

For the purpose of this section only, "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

Section 12. Leaves of Absence

12.1 Bereavement Leave

Department Heads may grant their employees up to five (5) scheduled work days (for 7.5, 8, 10, and 12 hour employees) or three (3) shifts (for 24 hour employees) of bereavement leave in the event of death of an immediate family member.

For the purposes of this Section, "immediate family" shall include spouse, children, parent, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, or anyone residing in a household who is a dependent or a relative.

The hours will not be taken from the employee's leave banks and will not become a vested property right.

This provision does not apply if the death occurs while the employee is on leave of absence or layoff.

12.2 Catastrophic Leave Program

The Catastrophic Leave Program is for employees who have exhausted all accrued leaves due to a serious or catastrophic illness, injury, or condition. The Catastrophic Leave Program allows employees to donate time to any qualifying City employee, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

Eligibility

To be eligible for this benefit, the receiving employee must: 1) Be a full-time employee who has passed his/her initial City probationary period; 2) Have personally sustained, or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition certified by a physician, 3) Have exhausted all accumulated paid leave, 4) Be unable to return to work for at least 30 days, or in the case of the condition affecting the immediate family member, that the member must be in need of prolonged and significant personal care, and 5) Conform with the qualifying criteria of the Family and Medical Leave Act.

Benefits

Accrued vacation, administrative leave, and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of paid leave accruals.

Guidelines For Donating Leave Credits

a. Accrued vacation, administrative leave, and compensatory time off may be donated by any full-time employee who has completed his/her initial City probationary period (if applicable).

b. Time donated will be converted to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

c. The total amount of time donated to one employee by another employee shall not exceed fifty-six (56) hours. The total leave credits received by the employee shall not ~~normally~~ exceed six (6) months.

d. Leave donations must be in a minimum increment of one (1) hour. An employee cannot donate leave hours that would reduce his/her total leave balances (vacation + administrative leave + compensatory time off) to less than fifty-six (56) hours.

e. Donated leave hours will be used in consecutive hour/day increments necessary to keep the employee whole.

f. While an employee is on leave using donated leave hours, no vacation, administrative leave, sick leave, or other paid leave hours will accrue.

g. Donated leave is only transferred from the donor to the receiving employee as needed and chronologically by date of donation (i.e., first donated, first used). Time donations are irrevocable by the donor once the time has been used by the receiving employee. In the event that the receiving employee does not need to use all donated leave for the catastrophic illness or injury, any unused donations will not be deducted from the original donor's balance.

h. Taxability of leave donated or received under this program is governed by Internal Revenue Service guidelines.

i For the purposes of this Section, "immediate family member" is defined as: mother, father, child, spouse, registered domestic partner, or sibling of the employee. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

j. Under extenuating and extraordinary circumstances, the Director of Administrative Services may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice or precedence.

12.3 Industrial Disability Leave

The daily rate for workers' compensation will begin on the first day of industrial leave.

Section 13. Probation

Employees shall be required to serve a twelve (12) month initial probationary period and a six (6) month promotional probationary period for promotions within the bargaining unit. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the employee's position and for rejecting any probationary employee whose performance does not meet the required standards of work during the probationary period, an employee may be rejected at any time by the City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative, without cause and without the right of appeal.

If a Department Head requests an extension of an established probationary period prior to thirty (30) days before expiration, the Director of Administrative Services, with the approval of the City Manager, may extend the probationary period in intervals of three (3) months beyond the end of the normal probationary period. The probationary period may be extended for two three (3) month intervals (six (6) months total); the initial probationary period shall not exceed eighteen (18) months and the promotional probationary period shall not exceed

twelve (12) months. If the probationary period is extended, a written notice shall be provided to the employee.

Section 14. Layoff and Re-employment

Layoff is the separation of employees from service due to a reduction in workforce or elimination of one or more positions.

Order of Layoff

Whenever a determination has been made to reduce the workforce, the reduction in the workforce shall be in the following order:

If a regular employee is targeted for layoff and there is a non-full time employee in the same classification in the same department, the non-full time employee shall be laid off first. The City Manager shall separate from service any person employed on a non-full time basis or temporary basis according to classification within a department. The order of separation of any non-regular employees will be determined within the sole discretion of either the City Manager or Department Head, based upon merit and competency in relation to program need.

When a decision is made to eliminate a position in a department, regular employees in that classification shall be laid off by a bumping process in the inverse order by length of employment with the City, and so long as the person bumping is qualified as determined by testing for the position into which he/she is going. Bumping rights between departments are authorized by this section.

Determination in Case of Tie

In case two or more employees in the same position are equal standing for a place in the order of layoff (based on City service, classification service and department service), the City Manager (or designee) and the Department Head shall determine which of such employees shall be laid off.

Bumping Limitations

Regardless of seniority within a classification, an employee may be bumped only one classification level within a career ladder.

Notice of Layoff

The City Manager shall notify each employee to be laid off in writing, and mail by certified mail to the employee's last known address, or the notice may be delivered to the employee in person.

An informational effort (via announcements, bulletin boards, etc.) shall be made to assist laid off employees to find relocation opportunities at other cities.

Pursuant to EBMUD 3 Cal App 3d 578, the City will notify the Association sixty (60) days prior to the effective date of the layoff.

The notice shall also specify the effective date of layoff and, whenever possible, give the employee affected thirty (30) days notice prior to the effective date of the layoff.

When anticipated changes in departments are to be made, those who will be laid off will normally be notified at least one year in advance.

Acceptance of Layoff

An employee to be laid off may elect to accept such layoff prior to the date named in the Notice of Layoff. If an employee elects early layoff, he/she should give as much notice as possible.

Compensation on Demotion

Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary reduced to the salary step in the range for the lower class which is closest to the employee's current salary. He/she shall retain his/her current anniversary date.

Transfer in Lieu of Layoff

In lieu of being laid off, a regular employee with seniority can elect transfer to any vacancy city wide for which he/she is qualified.

Seniority - In the event an employee elects demotion or transfer, he/she shall notify the City Manager (or designee) in writing of his/her election within five (5) calendar days after receipt of the Notice of Layoff.

Re-employment Rights

Re-employment Lists - The City Manager shall establish and maintain a re-employment list of all regular employees laid off during the preceding two-year period. Laid off regular employees shall have the first right to a position in a class which he/she is qualified. Qualifications will be proven through an examination process.

Offer for Re-employment - A person shall deliver or cause to be delivered, his/her acceptance of an offer within seven (7) days after receipt of offer by certified mail.

Reasonable efforts shall be made to contact the person eligible for re-employment, but it is the responsibility of that person to keep the office maintaining the re-employment list informed of where he/she may be reached readily.

Effect of Failure To Reply - Any person on a re-employment list who does not respond within ten (10) days from deposit of the offer in the United States Mail shall be deemed to have declined the offer and removed from the re-employment list. Such failure by any person may be excused by the City Manager at his/her discretion. If the failure is excused, the person

may be re-employed or his/her name may be continued on the re-employment list if the vacancy has already been filled.

Level of Re-Employment - Any employee may elect to accept a position in a lower class for which he/she is qualified, without being removed from list for higher position.

Grievance Procedures For Layoffs

Regular employees who are to be laid off shall have full access to the grievance procedures relative to the lay-off process.

Section 15. Disciplinary Appeals Process Alternative

Appeals of Disciplinary Actions. All disciplinary actions (i.e. dismissal, demotion, or suspension without pay) must be in writing and signed by the appointing authority or designee. The employee will receive a written notice of proposed discipline which will include the nature of the discipline, the facts upon which the discipline is based, and the effective date of the proposed disciplinary action. Each employee will, upon request, receive copies of all materials that relate to the proposed discipline.

The failure of a Department Head to follow this procedure shall not render the action void nor constitute a defense by an employee to a disciplinary action.

"Skelly". In the case of dismissals, demotions or suspensions without pay, as provided for in the law and applicable court decisions, the employee shall be offered a "Skelly" opportunity pursuant to which the employee shall be furnished written notice containing the nature of the proposed action, the reasons therefore, all materials and statements related to the action and the right to address the charges, orally or in writing. This notice shall be furnished at least one calendar week prior to the proposed effective date of the action and a copy of such notice will be sent to VCEA.

In the event of dismissal, after receiving notice, but prior to the proposed effective date of dismissal, the employee may be retained in duty status, or suspended with pay at the discretion of the Department Head.

If the employee fails to respond to the advance notice of the proposed action, the action of the Department Head shall be effective on the date specified for final action. Should the employee respond orally or in writing, the Department Head shall consider any comments of the employee before making a final decision, and shall transmit to the employee a letter containing the decision within ten (10) calendar days.

The only exception to giving prior notice for dismissal or suspension without pay, as provided for in the law, is in an emergency where it is deemed necessary to remove the employee from his/her employment immediately for the safety of the public, the employee, or other City employees, provided a Skelly opportunity is afforded at the earliest reasonable opportunity available and the disciplinary action is still appealable. An employee removed on an

emergency basis will be placed on paid administrative leave pending receiving the notice and an opportunity to respond.

Disciplinary Appeals. In the case of suspension without pay, demotion, or dismissal, the employee may appeal the decision of the Department Head to the City Manager. An employee shall have ten (10) calendar days from the date of the Department Head's decision to notify the City Manager in writing of the appeal. If the employee fails to appeal the Department Head's decision, the intended discipline shall be imposed on the day specified therein. If the employee appeals within the specified time, the Department Head will determine if the employee can remain on his/her normal work schedule or be placed on leave with pay until the appeal to the City Manager has been completed.

Appeal of suspension without pay up to a maximum of forty (40) hours. In the case of suspension without pay up to a maximum of forty (40) hours, the decision of the City Manager shall be final.

Appeal of suspension without pay exceeding forty (40) hours, demotion, or dismissal. In the case of suspension without pay exceeding forty (40) hours, demotion, or dismissal, the employee may appeal the decision of the City Manager to an arbitrator. A written notice of appeal must be received by the City Manager no later than five (5) calendar days following the date of the City Manager's decision.

Upon receipt of the appeal, the City Manager shall contact the State Mediation and Conciliation Service (SMCS) to provide, in accordance with its normal customary procedures, a list of names of neutral parties who may serve as an arbitrator. Upon receipt of the list from SMCS, the City and the Organization shall meet and alternately strike names from the list until the name of one individual remains, who shall serve as the arbitrator.

The employee and the City shall share the fees and expenses of the arbitrator equally. A court reporter may be included in the proceedings upon mutual agreement of the parties, the cost of which shall be shared equally between the parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the cost or expenses of witnesses called by the other party. A party requesting a transcript of the arbitration shall bear the cost thereof.

The decision rendered by the arbitrator shall be final and binding and not appealable to the City Council or a court of law.

Section 16. Grievance Procedure

Purpose: The purpose of this grievance procedure is to provide all employees covered by the Memorandum of Understanding the opportunity to settle problems in the course of their employment in a fair and orderly fashion if such problems cannot be settled informally.

Application: This procedure shall apply to employees of the City covered by the MOU. A grievance may be on behalf of an individual employee or all employees affected.

Time Limits: All time periods specified herein may be extended by written agreement of the VCEA and the City Manager or designated representative.

Scope: This procedure may be used whenever an employee believes he/she has been personally adversely affected by any action taken by his/her supervisor in the following matters:

A. Violation of City policies/employee group Memoranda of Understanding governing working conditions.

B. Promotion

C. Layoff

D. Discrimination prohibited by law

Informal Resolution of Complaints. Before filing a grievance, an employee who has a complaint should attempt to resolve the matter through informal discussion with the appropriate supervisor without undue delay. It is the policy of the City to settle complaints at the first stage of complaint. Informal resolution shall not constitute the establishment of a "practice", "past practice" or a modification or interpretation of the MOU unless it is in writing approved by the Director of Administrative Services and the City Attorney.

Grievance Review Process. A grievance does not exist until reduced to writing, on a grievance form provided by the City, and filed at both the first level of review and with the Director of Administrative Services. If at any time in the proceedings it is determined that (a) grievant is not entitled to use the procedures or (b) the matter grieved is outside the scope of this procedure, the grievance shall be returned to the grievant with a written explanation and the proceedings shall be terminated.

First Level of Review. Within ten (10) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her Immediate Supervisor.

This statement shall be a clear concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Following the supervisor's review of the grievance, discussion with the employee if necessary, and consultation with the Director of Administrative Services, the supervisor shall communicate his/her decision to the employee in writing within seven (7) calendar days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference. This meeting is a most effective way to discuss and resolve grievances.

Second Level of Review. In the event the grievant is not satisfied with the decision at Level 1, he/she may appeal the decision in written form to the Division Head within seven (7) calendar days from the receipt of the response from Level 1. This statement should include a copy of the original grievance, the decision rendered, and a clean concise statement of the reasons for the appeal.

The Division Head shall communicate his/her decision within seven (7) calendar days after receiving the appeal. Either grievant or the Division Head may request a personal conference

within the above limits. If the Division Head does not respond within the time limits, the grievant may appeal to the next level.

Third Level of Review. In the event the grievant is not satisfied with the decision at the second level of review, he/she may appeal the decision in a manner similar to the second level of review to the Department Head. The Department Head shall communicate his/her decision within seven (7) calendar days after receiving the appeal. If the Department Head does not respond within the time limits, the grievant may appeal to the next level. The Third Level of Review shall include the following Department Head step for investigating grievances.

Department Head Investigatory Step

A. Convene a meeting with the employee and the VCEA and the affected supervisor(s) at a mutually agreed upon time and place.

B. The VCEA will present the issue, uninterrupted, to the Department Head along with any documentation.

C. The Department Head will take notes, summarize the VCEA's main points and obtains any necessary clarification.

D. The Supervisor will present the issue, uninterrupted, to the Department Head along with any documentation.

E. The Department Head prepares a list of the items that are in dispute.

F. The Department Head will facilitate a discussion between the parties in an attempt to resolve the grievance. If a solution is arrived at that is acceptable to the parties, it will be recorded in writing and signed by the parties.

G. In the absence of a resolution at the meeting, the Department Head will render a decision after taking the following steps;

   1. Conduct an independent investigation to confirm the facts that were presented at the meeting.

   2. Meet with the Director of Administrative Services to share the facts of the dispute and to review possible solutions.

   3. Consult with the VCEA to explore the possibility of a mutually acceptable solution prior to issuing a final decision.

   4. In the absence of an agreed upon resolution, prepare a report summarizing the meetings that have been held, any subsequent investigation and or meetings by the Department Head and set forth the decision along with supporting justification.

      In the event the Department Head's decision is appealed to the City Manager, a complete record of the above will be provided before the hearing to the City Manager.

Fourth Level of Review. If the grievant is not satisfied with the decision at the third level he/she may within seven (7) calendar days appeal the decision in written form to the City Manager or his/her designee. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear concise statement of the reasons for the appeal.

The City Manager or his designee shall communicate his/her decision to the grievant within seven (7) calendar days. The City Manager's decision shall be the final determination.

Representation. The employee may request the assistance of another person (e.g., VCEA) of his/her own choosing in preparing and presenting his/her appeal at any level of review.

Access to Information. At each level of review the grievant shall have access to the materials comprising the record of the grievance.

City Time for Preparation and Meetings. The grievant and any representative (if employed by the City) are entitled to use a reasonable amount of work time in preparing and presenting the grievance.

No Reprisals. No employee will be discriminated against in his/her employment because of the employee's utilization of this procedure. Complaints regarding allegations of reprisals should be submitted to the City Manager.

Reconsideration of a Grievance. Once a grievance has been reviewed under this procedure, it shall not be reopened or reconsidered except by mutual consent of the grievant and the City Manager.

Section 17. Miscellaneous

17.1 Personnel Policies & Procedures

The parties agree to the Association being covered by the City of Vacaville Personnel Policies and Procedures dated February, 1993.

17.2 Bilingual Pay

Employees when required and assigned by the Department Head to utilize bilingual skills as a condition of his/her employment, shall receive One Hundred Dollars ($100) per month skills pay, providing he/she has passed a City-approved bilingual exam for the language required. The exam shall evaluate oral and/or basic reading/writing skills. The City will administer the exam two (2) times per year when there are candidates to be tested. The test may be given in conjunction with the certification of applicants for any recruitment requiring or giving preference to persons with bilingual skills. Skills pay for those who pass the exam shall begin the following pay period. An employee who does not pass a bilingual exam may be retested within six (6) months at their request and with the approval of their Department Head.

17.3 Tuition Reimbursement

The City shall provide up to Fifteen Hundred Dollars ($1,500) per year per employee to reimburse registration/tuition/book costs for job-related college course work taken with prior City approval if employee earns a "pass" (pass/fail) or "B" grade or better.

17.4 Uniform Allowance

Uniform allowance for the classifications of Community Service Officer (all levels), Evidence Technician, Fire Prevention Specialist, Police Records Assistant (all levels), Fire Plans Examiner/Inspector, and Code Compliance Technician (all levels when required to wear Department specified full uniform) will be Nine Hundred Dollars ($900) annually, paid on a pay period basis. An employee's uniform allowance will be reduced on a pro-rated basis for days in an unpaid status.

17.5 Protective Clothing and Equipment

Each Department shall establish procedures for provision or reimbursement of required protective clothing and equipment.

17.6 Safety Shoe Allowance

The parties agree to the Safety Shoe policy as included in Appendix B.

17.7 License and Certification Fees

The City shall reimburse employees for the actual cost of any license or certification required by the City.

17.7.1 Certified Access Specialist

Any Building Inspector position in the Community Development Department that is required by the Director to possess a valid and current California Division of the State Architect Certified Access Specialist certification shall receive a differential of five percent (5%) of base pay.

17.8 Reinstatement

An employee who has resigned with a good record may be rehired, if a vacancy exists, to the same or similar position by the same department from which he/she resigned within one year of the date of the resignation without qualifying in competitive examination. Reinstatements are subject to department head approval.

An employee may be reinstated at the same step in the pay range which he/she had received or may revert to a lower step within the range at the discretion of the Department Head and with the approval of the Director of Administrative Services. He/she cannot be reinstated to a higher step or the reinstatement cannot be made if the City has a layoff list for the position. Reinstated employees will not be considered new employees for the purposes of seniority and benefits. However, reinstated employees will not be credited for seniority or benefits for the period of time between their resignation and their reinstatement. Employees on a layoff list will not be considered new employees (for the sake of benefits) until two years of being laid off.

17.9 Notification of Reclassifications and New Hires

The Human Resources Division will notify the current Association president at least once a month of any new hires or reclassifications that affect positions governed by the Association.

Reclassification requests will be submitted pursuant to Section 1.100, Reclassification, of the Personnel Policies and Procedures. Decisions will be made no later than April 1 with implementation the next fiscal year.

17.10 Public Works Safety Program

Public Works currently recognizes safe work behavior for employees who have field service responsibilities in the form of yearly *No LTA Awards*, which are announced at the Department's Annual Meeting. Eligible employees are required to participate in the Public Works Safety Program, which includes accepting assignments to serve on both Division and Department Safety Committees, participating in mandatory safety tailgate training, and performing various job related duties in accordance with CalOSHA Safety Requirements. *No LTA Awards* are based on the number of years an employee has gone without incurring a Lost Time Accident:

1-Year: Safety Pin

2-Year: Safety Pin

3-Year: Safety Shirt

4-Year: Safety Pin

5-Year: Sweatshirt

6-Year: Ball Cap

7-Year: Jacket

8-Year: $25 gift certificate

9-Year: $40 gift certificate

The parties agree that the incentive for reaching the milestone of 10-Years without a Lost Time Accident will be one additional day of vacation added to the employee's vacation balance. For 8-hour workday employees this means an additional 8 hours will be added; for 7.5 hour workday employees this means an additional 7.5 hours will be added; and for 10-hour workday employees this means an additional 8.0 hours will be added.

ENTIRE AGREEMENT

This agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements related to the benefits herein, whether written or oral, unless expressly stated in this Agreement. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. On the request of either party, both sides shall meet and confer regarding any proposed changes in wages, hours or working conditions within the scope of bargaining.

If the foregoing is in accordance with your understanding, please so indicate by signing below. Made and entered into this 22nd day of September, 2015.

VACAVILLE CITY EMPLOYEES ASSOCIATION

Signature on File
Robert King

Signature on File
Dennis Wright

01/22/2016
Date

CITY OF VACAVILLE

Signature on File
Dawn Leonardini

01/22/2016
Date

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APPENDIX A

SALARY SCHEDULE

Vacaville City Employees' Association Effective September 1, 2015

CODE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
31022-1	ACCOUNT CLERK I	3,337.29	3,504.11	3,679.35	3,863.28	4,056.45
31022-2	ACCOUNT CLERK II	3,504.20	3,679.39	3,863.30	4,056.47	4,259.30
31072	ADMINISTRATIVE CLERK	3,178.01	3,336.89	3,503.78	3,678.94	3,862.87
31091-1	ADMINISTRATIVE TECHNICIAN I	3,918.92	4,114.87	4,320.62	4,536.62	4,763.47`
31091-2	ADMINISTRATIVE TECHNICIAN II	4,331.65	4,548.20	4,775.67	5,014.39	5,265.15
31133-1	ASSISTANT PLANNER	5,030.62	5,282.18	5,546.32	5,823.57	6,114.80
31133-2	ASSOCIATE PLANNER	5,546.32	5,823.64	6,114.80	6,420.48	6,741.52
31055	BUILDING INSPECTOR	5,374.11	5,642.82	5,924.95	6,221.17	6,532.21
31043-1	BUYER I	4,088.51	4,293.01	4,507.61	4,732.98	4,969.68
31043-2	BUYER II	4,516.39	4,742.19	4,979.30	5,228.30	5,489.70
31138-1	CODE COMPLIANCE TECH I	3,768.03	3,956.44	4,154.22	4,361.94	4,580.09
31138-2	CODE COMPLIANCE TECH II	4,146.02	4,353.32	4,571.01	4,799.59	5,039.54
31153-1	COMMUNITY SERVICE OFFICER I	3,601.90	3,781.99	3,971.09	4,169.62	4,378.13
31153-2	COMMUNITY SERVICE OFFICER II	3,963.67	4,161.87	4,369.98	4,588.48	4,817.87
31153-3	COMMUNITY SERVICE OFFICER III	4,368.54	4,586.96	4,816.33	5,057.15	5,309.97
31160	COMPLIANCE SPECIALIST/ INSPECTOR	5,642.74	5,924.92	6,221.15	6,532.20	6,858.85
31155-1	CONTRACT COMPL SPECIALIST I	4,265.44	4,478.71	4,702.66	4,937.75	5,184.65
31155-2	CONTRACT COMPL SPECIALIST II	4,691.98	4,926.58	5,172.91	5,431.54	5,703.11
31151	CRIME ANALYSIS ASSISTANT	3,504.20	3,679.39	3,863.33	4,056.51	4,259.34
31002	CUSTOMER SERVICE REP	3,026.68	3,178.00	3,336.89	3,503.75	3,678.89
31152-0	ENGINEERING AIDE	3,447.01	3,619.38	3,800.35	3,990.37	4,189.91
31099	ENGINEERING DESIGNER	5,374.11	5,642.82	5,924.95	6,221.17	6,532.21
31161-1	ENGINEERING SPECIALIST I	5,642.74	5,924.92	6,221.15	6,532.20	6,858.85
31161-2	ENGINEERING SPECIALIST II	6,207.02	6,517.42	6,843.26	7,185.42	7,544.74
31152-1	ENGINEERING TECHNICIAN I	3,854.63	4,047.37	4,249.74	4,462.25	4,685.36
31152-2	ENGINEERING TECHNICIAN II	4,265.44	4,478.71	4,702.66	4,937.75	5,184.65
31152-3	ENGINEERING TECHNICIAN III	4,726.31	4,962.63	5,210.76	5,471.29	5,744.86
31041	EVIDENCE TECHNICIAN	4,368.54	4,586.96	4,816.33	5,057.15	5,309.97
31067	FACILITIES MAINT COORD	4,025.27	4,226.51	4,437.89	4,659.80	4,892.79
31157	FAMILIY SUPPORT WORKER	3,532.30	3,708.91	3,894.37	4,089.08	4,293.55
31158	FINANCE TECHNICIAN	4,475.26	4,699.02	4,934.00	5,180.67	5,440.78

CODE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
31148	FIRE PLANS EXAMINER/ INSPECTOR	5,816.59	6,107.43	6,412.79	6,733.45	7,070.09
31141	FIRE PREVENTION SPECIALIST	5,216.15	5,476.95	5,750.80	6,038.31	6,340.25
31137-1	FIRE SAFETY COORDINATOR I	3,791.76	3,981.43	4,180.44	4,389.47	4,608.89
31137-2	FIRE SAFETY COORDINATOR II	4,090.34	4,294.85	4,509.63	4,735.14	4,971.86
31011-1	HOUSING/REDEV SPECIALIST I	4,716.19	4,952.04	5,199.61	5,459.60	5,732.58
31011-2	HOUSING/REDEV SPECIALIST II	5,011.00	5,261.49	5,524.59	5,800.78	6,090.83
31024-1	HOUSING/REDEV TECH I	3,768.03	3,956.44	4,154.22	4,361.94	4,580.09
31024-2	HOUSING/REDEV TECH II	4,146.02	4,353.32	4,571.01	4,799.55	5,039.54
31016	IT TECHNICIAN	4,236.27	4,448.10	4,670.50	4,904.04	5,149.23
31056	LEAD BUILDING INSPECTOR	5,927.57	6,223.99	6,535.14	6,861.92	7,205.06
31131	LEAD POLICE RECORDS ASSISTANT	3,965.66	4,163.94	4,372.13	4,590.75	4,820.29
31159	PERMIT TECHNICIAN	4,146.02	4,353.32	4,571.01	4,799.55	5,039.54
31026	PLANNING TECHNICIAN	3,918.92	4,114.87	4,320.62	4,536.62	4,763.47
31119-1	POLICE RECORDS ASSISTANT I	3,337.29	3,504.11	3,679.35	3,863.28	4,056.45
31119-2	POLICE RECORDS ASSISTANT II	3,638.22	3,820.14	4,011.15	4,211.70	4,422.28
31154-1	PROGRAM COORD I	3,562.64	3,740.76	3,927.80	4,124.19	4,330.40
31154-2	PROGRAM COORD II	3,791.76	3,981.43	4,180.44	4,389.47	4,608.89
31164	PROJECT SPECIALIST (LT)	4,716.19				6,090.83
31097-1	PW CONSTRUCTION INSPECTOR I	5,374.11	5,642.82	5,924.95	6,221.17	6,532.21
31097-2	PW CONSTRUCTION INSPECTOR II	5,642.74	5,924.92	6,221.15	6,532.20	6,858.85
31066	RECREATION COORD	4,090.34	4,294.85	4,509.63	4,735.14	4,971.86
31015-1	SECRETARY I	3,392.96	3,562.62	3,740.74	3,927.79	4,124.17
31015-2	SECRETARY II	3,562.64	3,740.76	3,927.80	4,124.19	4,330.40
31080	SENIOR ADMINISTRATIVE CLERK	3,562.64	3,740.76	3,927.80	4,124.19	4,330.40
31140	SENIOR CODE COMPLIANCE TECH	4,559.35	4,787.30	5,026.66	5,278.01	5,541.91
31150	SR CRIME ANALYSIS ASSISTANT	3,679.48	3,863.44	4,056.60	4,259.42	4,472.41
3110	SR ENGINEERING DESIGNER	5,927.57	6,223.99	6,535.14	6,861.92	7,205.06
31036	SR PROGRAM COORD	4,090.34	4,294.85	4,509.63	4,735.14	4,971.86
31156	SR SECRETARY	3,918.92	4,114.87	4,320.62	4,536.62	4,763.47
31162	STOREKEEPER	3,741.65	3,928.73	4,125.18	4,331.46	4,548.01
31163-1	SYSTEMS ADMINISTRATOR I	4,871.35	5,114.92	5,370.67	5,639.20	5,921.16
31163-2	SYSTEMS ADMINISTRATOR II	5,358.49	5,626.41	5,907.73	6,203.10	6,513.27

APPENDIX B

SAFETY BOOT/SHOE POLICY

1.0 PURPOSE

To define the procedure which must be utilized by applicable VCEA bargaining unit employees when purchasing safety boots or shoes.

2.0 APPLICABILITY

2.1 Any department whose employees are required to wear safety type work boots or shoes are eligible for reimbursement as covered by this policy.

3.0 DEFINITION

3.1 In conjunction with Section 17.6 of the MOU between the City of Vacaville and VCEA boot/shoe allowance check of $180 per year toward the purchase of safety boots or shoes.

4.0 POLICY

4.1 Departments will submit a list of employees who are required to wear safety shoes or boots to the Director of Administrative Services for approval annually in June.

4.2 Employees who are required to wear safety type shoes or boots will be provided a boot allowance check annually in July.

4.3 Any new employee starting work between July 1, and December 31 will receive $180 per year boot allowance check. Any new employee starting work between January 1 and June 30 will received $90 per year boot allowance check. These requests will be processed by the department designee within thirty (30) days after the employee starts work.

4.4 If an employee reports for work without appropriate footwear, he/she may be sent home and may be subject to disciplinary action.

5.0 PROCEDURE

5.1 Departments will submit a “Request to Pay” to the Human Resources Division listing each employee who will receive the safety boot allowance check. The timing of this submittal shall be such that payments are made by July 31 of each fiscal year.

5.2 Subsequent checks for new employees as provided in Section 4.3 will be issued within thirty (30) days after the employee starts work.

6.0 RESPONSIBILITY

6.1 It is the responsibility of each department designee to forward a “Request to Pay” listing each employee who is to receive a boot allowance check.

6.2 It is the employee’s responsibility to purchase proper fitting boots with appropriate soles for the type of work he/she is performing.