

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE  
CITY OF VACAVILLE**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
STATIONARY LOCAL 39, AFL-CIO**

**JULY 1, 2016 – JUNE 30, 2018**

Approved by Council: June 28, 2016

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**STATIONARY LOCAL 39, AFL-CIO**

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This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2016 and ending June 30, 2018.

**Section 1. Recognition**

**1.1 Union Recognition**

International Union of Operating Engineers Stationary Local 39, AFL-CIO, hereinafter referred to as the "Union," is the recognized employee organization for the classifications listed in Appendix A, certified pursuant to Resolution No. 2008-92 adopted on August 12, 2008.

**1.2 City Recognition**

The City Manager or any person or organization duly authorized by the City Manager, is the representative of the City of Vacaville, hereinafter referred to as the "City."

**Section 2. Union Security**

**2.1 Dues/Fair Share Fees Deduction**

Payroll deductions for membership dues and fair share fees shall be granted by the City only to the Union. The following procedures shall be observed in the withholding of employee earnings:

(1) The Union shall notify the City in writing as to the amount of membership dues and fair share fees uniformly required of Unit members. Payroll deductions shall be for a specific amount and uniform as between employee members of the Union and shall not include fines or fees, but may include occasional assessments as authorized in writing by the Union. Dues deduction shall be made only upon the employee's written authorization provided through the Union to the City.

(2) Authorization, cancellation or modification of payroll deductions shall be authorized in writing by the Union. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee in accordance with paragraph (7).

(3) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified. That transmittal shall include the employee's name, address, classification, and salary range.

(4) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the Union security deductions authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this situation, all other required deductions have priority over the Union deductions.

(5) The Union shall file with the Director of Administrative Services an indemnity statement wherein the Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of Union dues, assessments, or premium for benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

(6) The parties recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all of the employees in the Unit fairly and equally, without regard to whether or not an employee is a member of the Union.

(7) The written authorization for Union dues deduction shall remain in full force and effect during the life of this Agreement. However, any employee may withdraw from the Union by sending a written signed withdrawal letter to the Union within thirty (30) calendar days prior to the expiration of this Agreement. A withdrawal under this paragraph does not then relieve an employee from the fair share fees provision of this Agreement.

All employees in classifications listed in Appendix A shall, as a condition of continued employment, either be required to belong to the Union or to pay to the Union a fair share fee.

## **2.2 Religious Exemption**

Any Unit member who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen days of receipt by the City. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager. If challenged the deduction to the charity of the employee's choice shall commence, but shall be held in escrow pending resolution of the

challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section charitable deductions means a contribution to an agreed upon charity.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues or fair share fees. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this situation, all other legal and required deductions have priority over Union deductions.

### **2.3 Exclusion and Compliance**

Employees as of April 1, 1993 who were not members of the Union are exempt from having to join the Union or pay a fair share fee; provided, however, that should they of their own free volition join the Union or pay the fair share fee shall lose the exemption.

Agency Shop provisions are governed by Government Code Section 3502.5, including Section 3502.5 (b) which may be exercised only ninety (90) to sixty (60) days prior to the expiration of the Memorandum of Understanding. The Union agrees to abide by all pertinent legal decisions regarding this provision, including *Abood v. Detroit Board of Education* and *Chicago Teachers Union v. Hudson*. Pursuant to GC 3502.5 (f), the Union shall provide the City with a copy of the applicable referenced financial reports within 60 days after the end of its fiscal year

## **Section 3. Union Representatives**

City employees who are official representatives of the Union 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 Supervisor, with an information copy to their respective department heads and the Director of Administrative Services, 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 two (2).

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives for the purpose of processing grievances or contracting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

## **Section 4. Union-City Communication Meetings**

On an as needed basis, representatives of the Union and City shall meet to discuss issues of mutual concern. The purpose of these meetings is to improve Employer-Employee relations. These matters are not subject to the grievance procedure.

The meeting will have a written agenda developed five (5) days in advance of the meeting by the Department representative and the Union business agent. The maximum number of bargaining unit employees authorized to attend the meeting will be three (3), unless the Department recognizes the need for additional bargaining unit representation based on the items on the agenda.

## **Section 5. Use of City Facilities**

City employees or the Union or their representatives may, with the prior approval of the City Manager, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

## **Section 6. City Rights**

The rights of the City through its Council and management include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

If in the exercise of City rights there is an impact that falls within the scope of bargaining, the City will meet and confer with the Union if so requested.

## **Section 7. Employee Rights**

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment except; however, that scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City management. No employee shall be interfered with, harassed, intimidated, restrained, coerced or discriminated against by the City management or by any employee organization because of his exercise of these rights. Professional employees shall not be denied the right to be represented separately from non-professional employees.

## **Section 8. Equal Employment Opportunity**

There shall be equal employment opportunity for all employees and applicants for employment with the City of Vacaville regardless of race, color, national origin, gender, religion, age, physical or mental disability, medical condition, marital status, sexual orientation, or legitimate union activities. There shall be no unlawful discrimination or harassment in the workplace on the basis of any protected status, whether actual or perceived, or by association.

## **Section 9. Hours of Work**

### **9.1 Work Schedules**

The regular workweek shall consist of forty (40) hours, eight (8) hours a day, five (5) days a week or ten (10) hours a day, four (4) days per week. For the purpose of payroll, each workday commences at 00:01 A.M. The Department remains open to discussing 9/80 and 4/10 schedules as possible options.

Prior to any schedule changes under this section, the Director of the impacted department or their designee will meet with the Union to discuss the reasons for and the effects of the proposed change on the bargaining unit and operations and attempt to reach mutual agreement on the implementation of the proposed changes.

#### **9.1.1 Water and Wastewater Plant Operators**

Plant Operators shall be assigned shifts based on the operational needs of the Plant as determined solely by the Director of Utilities which may include 8, 10, and 12 hour straight-time pay shifts. Core coverage of twelve (12) hour shifts may still require relief shift/special project shifts of eight (8) or ten (10) hours duration.

Normally, the Chief Plant Operator shall assign shifts as follows:

A rotating shift schedule shall be implemented whereby operators would rotate equally between all scheduled shifts. Exceptions shall be considered on a case-by-case basis, subject to workload and individual need.

The duration of the shift rotation schedule shall be determined by the Director of Utilities based on plant workload and operator input.

Overtime compensation for Water and Wastewater Plant Operators working twelve (12) hour shifts shall be based on the fluctuating workweek method set forth in 29 U.S.C. §207(b). Furthermore, overtime compensation shall be based on actual hours worked.

Relief operators may be flexed from a 9/80 work schedule to twelve (12) hour shifts on an as needed basis.

#### **9.1.2 Other Classifications**

Employees in the classification of Water Service Representatives (I, II, Coordinator) and/or classifications working at the Utilities Department, may be assigned to a 9/80 work schedule, based on actual hours worked.

The City has implemented 10 hour shifts at the Easterly Plant for maintenance.

## **9.2 Assignment to Regular Workweek**

The assignment of regular work hours shall be at the discretion of the employee's supervisor in keeping with the best interests of the City while taking into account the needs of the employee.

## **9.3 Notice of Change in Regular Workweek**

Except in an emergency (unscheduled disruption of service to the public, etc.), all employees shall be given three (3) days prior notice of any change in normal work hours. Notwithstanding the above notification requirement, a supervisor may reschedule an employee's normal work hours (without paying overtime) up to two (2) hours earlier or later than normal one time a week if notice is given prior to the end of the employee's preceding workday or work shift.

## **9.4 Voluntary Shift Fill-In**

Voluntary shift fill-in shall be paid as required by law.

## **9.5 Post and Bid**

For the Term of the Memorandum of Understanding, the City shall post temporary seasonal positions when available in the garage and building maintenance. From the list of employees that sign up for the available positions, the City shall select employees by seniority to fill the vacancies provided, however, that the employee has the skill and ability to perform the work. If no employee signs the list for one of the above-named positions, the City shall assign employees to the vacant position.

# **Section 10. Overtime, Call Back, Standby Pay, Compensatory Time, Shift Differential, and Telephone Consultation**

## **10.1 Authorization**

All overtime worked must be approved in advance by the City Manager or where the authority has been delegated, by the City Manager's representative.

## **10.2 Definition**

Any authorized time worked in excess of the employee's regular workweek or workday shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. At the supervisor's discretion, overtime compensation may be paid in compensatory time off at the rate of time and one half.

## **10.3 Call Back**

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, 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). This provision does not apply to instances in which the employee is called to report before the employee's regular starting time and has worked from the time the employee reports until the employee's regular starting time.

## **10.4 Standby Time**

Standby time 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) base rate per twenty-four hour (24) hour period for standby time. Call-back for personnel on standby shall be 1.5 times the regular rate for hours worked. The minimum call-back time shall be one (1) hour for standby personnel. More than one work assignment may be delegated once the call-out has been enacted.

## **10.5 Compensatory Time**

Employees may accrue compensatory time in accordance with section 10.2 Definition. Nothing in this MOU precludes the right of the City to designate specific overtime opportunities as "cash only" compensation.

Compensatory Time-Off (CTO) balances shall not exceed the maximum accrual balance of one hundred (100) hours.

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.

The City shall not require employees to use CTO prior to use of vacation, and CTO shall be considered as a separate accrual bank from employees' vacation balances.

## **10.6 Shift Differential**

Any employee in the classification series of Water Plant Operator and Wastewater Plant Operator are eligible for shift differential pay of \$1.75 per hour as of July 1, 2010.

The shift differential will be paid to Water Plant Operators and Wastewater Plant Operators on their shift hours for hours worked between 6 p.m. and 6 a.m. Employees working overtime during those hours are not eligible for shift differential.

## **10.7 Telephone Consultation**

Telephone consultation applies to employees available to work, who are called at home during their non-work hours by a senior, supervisor, department head, or his/her designee. Telephone consultation begins once the employee is called and responds with technical assistance in mechanical, electrical, structural, or operational support or provides information to resolve an urgent and critical facility or process problem.

Employees who are called and provide consultation shall be paid for thirty (30) minutes at the overtime rate of one and one-half (1-1/2). More than one telephone call may be taken once the telephone consultation time has been enacted, without additional compensation. If the problem cannot be resolved by the telephone consultation, then the Call Back provision of the MOU, Section 10.3, shall be applied, if applicable. Any follow-up status (corrected/outcome) telephone calls by the employee(s) on duty to the employee being consulted shall not be eligible for additional compensation.

This provision applies only to those telephone consultations made for required technical assistance. This provision does not apply to calls involving staffing availability, shift assignments or shift coverage. Working employee(s) requiring technical assistance will attempt to obtain the required assistance from available resources (i.e., operations and maintenance manuals, operator system manuals, supervisors and persons on shift, and log entries) prior to initiating a telephone consultation. Employees that utilize telephone consultation are responsible to: 1) minimize its use to critical and essential operations; 2) log in all use in the operator's log, or after hours report; 3) inform supervisor by beginning of next business day (in person or voice mail) for follow through and clarification of appropriate use.

The effectiveness of telephone consultation and its continuation is subject to monthly review by the City and the Union. The City reserves the right to cancel telephone consultation after any monthly review with 30 days' notice.

## **Section 11. Salaries**

### **11.1 Rates of Pay**

The monthly salary ranges for the represented classifications shall be as indicated 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 the minimum trigger (1.5%) is reached based on FY 2015-16 calculations, the corresponding wage increase will be effective May 1, 2017. If anything above the minimum is reached, the corresponding difference will be effective January 1, 2017 with the remaining 1.5% effective May 1, 2017.

If the trigger is reached based on FY 2016-17 calculations, the corresponding wage increase will be effective January 1, 2018.

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

### **11.2 Starting Rate**

Except as otherwise provided, the entrance salary for a new employee entering City service shall be the minimum salary for the Class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary and the City Manager's decision shall be final.

### **11.3 Use of Salary Range**

Salary ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class, in providing employee incentive, and in rewarding employees for meritorious service. The following general provisions shall govern the granting of the within-the-range increases:

Prior to the first anniversary of such appointment, department heads shall consider various factors affecting the performance of employees and may recommend advancement to the next step. If advancement is approved, the employee's new step shall be effective on the first day of the pay period nearest the completion of the required time-in-service.

The remaining steps are reserved to reward employees for exceptional performance and service. Prior to each succeeding anniversary of initial appointment or step advancements, the Director of Administrative Services shall require department heads to consider the eligibility of the employee to advance to such a step and to recommend either such advancement or retention at the same rate. Department Heads are to consider all factors affecting employee performance and will submit their recommendations in writing, giving the reasons therefor, whether to advance or retain the employee at the same rate. All such advancements and retention shall be approved by the Director of Administrative Services and/or City Manager.

### **11.4 Total Remuneration**

The salary rate established for a position shall represent the total remuneration for the employee, not including reimbursement for official travel. Except as otherwise authorized by the City Manager, no employee shall receive pay from the City in addition to the salary authorized under the schedules provided in the pay plan for services rendered by the employee either in the discharge of the employee's ordinary duties or any additional duties which may be imposed upon the employee or which the employee may undertake or volunteer to perform. No reward, gift, or other form of remuneration in addition to regular compensation shall be received from any source by employees for performance of the employee's duties.

### **11.5 Longevity Pay**

For employees hired prior to July 1, 1984, upon the completion of ten (10) years of service to the City, the City shall increase the employee's base salary by five percent (5%).

### **11.6 Employees Temporarily Assigned to a Higher Classification/Out-of-Rate Pay**

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

#### Higher level duties (5%)

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 assignment 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 supervisor's vacant\* position shall receive ten percent (10%) above the employee's base pay for all work performed in that capacity. 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 leave (and may/may not return), or has been reassigned temporarily to another position.*

## **Section 12. Health and Welfare**

### **12.1 Health Insurance**

Effective July 1, 2016 (pay date July 31st), the City will contribute eighty-five percent (85%) of the Kaiser Bay Area premium cost for the selected plan level (single, double, family), and the employee will pay fifteen percent (15%) of the premium on a pre-tax basis.

An employee selecting a non-Kaiser plan shall receive the same City dollar contribution as an employee selecting a Kaiser plan, but in no event shall the contribution exceed 100% of the plan premium cost.

In addition to the PERS health plans, the City also uses the OE 3 Health and Welfare Trust three party rate structure in accordance with Appendix D.

### **12.2 Dental Insurance**

Effective July 1, 2016 (pay date July 31st), 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) through a plan specified by the City.

### **12.3 Life Insurance**

During the term of this Memorandum of Understanding the City will pay the full cost of the employee's basic Life Insurance plan. Effective July 1, 2016, the City shall provide a life insurance policy in the amount of \$50,000.

The City will 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 dependent

life insurance shall be voluntary. Election shall be allowed upon hire and during open enrollment once per year as determined by the City. Premiums shall be paid through payroll deduction.

#### **12.4 Vision Insurance**

During the term of this Memorandum of Understanding 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) through a plan specified by the City.

#### **12.5 Long-Term Disability**

During the term of this Memorandum of Understanding the City will pay the full cost of a Long-Term Disability Plan with a minimum benefit level of: 30 day waiting period, 60% of salary (maximum benefit \$3,000 per month) for up to 5 years (depending on age). Provided through a vendor specified by the City.

#### **12.6 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.

#### **12.7 CalPERS Health Benefit Vesting Program**

The City has implemented the CalPERS Health Benefit Vesting program. The Vesting program is mandatory for all employees hired on or after January 1, 2009. Current employees may voluntarily elect to participate in the Vesting program during the annual health care open enrollment period or at time of retirement.

#### **12.8 Double Coverage "Opt Out"**

Employees 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. Employees receiving City health coverage through another Vacaville City employee or retiree will not be eligible for the "Opt Out" benefit.

Employees are only eligible for "Opt Out" compensation if they demonstrate that they have other Affordable Care Act compliant group health coverage.

#### **12.9 Establishment of a Trust**

The City established a Trust for purposes of funding City-wide retiree health care costs.

Effective August 1, 2016 (pay date August 31st), each employee will make direct contributions to the trust in the amount of fifty dollars (\$50.00) per month on a pre-tax basis.

#### **12.10 Termination of Contributions**

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

## **Section 13. 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 six (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
- CalPERS 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 14. Holidays**

### **14.1 Holidays for Employees other than Water and Wastewater Plant Operators, and the Lab Analyst Series**

Regular and probationary employees shall, except employees in the classifications of Water and Wastewater Plant Operator, and Lab Analyst series, be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

The holidays in this City are as follows:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and Day After
- Christmas Eve Day (4 hours)
- Christmas Day
- New Year's Eve (4 hours)
- Two (2) Floating Holidays

### **14.2 Saturday and Sunday Holidays**

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

### **14.3 Floating Holiday**

The crediting of two (2) floating holidays to vacation leave shall take place on July 1st of each calendar year. If Christmas Eve or New Year's Eve occur on Friday, Saturday or Sunday, eight (8) hours shall be converted to eight floating hours and credited to the employee's vacation leave on July 1st, preceding the holidays. Employees hired between July 1st and December 31st, shall receive 100% floating holiday credit. Employees hired between January 1st and June 30th shall receive 50% of the floating leave credit. These employees shall not get floating holiday credit for New Year's Eve or Christmas Eve of the previous year.

### **14.4 Holidays for Water and Wastewater Plant Operators, and Lab Analyst Series**

Water and Wastewater Plant Operators, Lab Analyst series shall receive one hundred four (104) hours added to their annual vacation accrual (on a per pay period basis) in lieu of holidays. Additional straight time pay for one-half (1/2) the actual regular scheduled hours worked will be granted to any employee who must work Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, day after Thanksgiving, Martin Luther King's Birthday, President's Day, or Veteran's Day. Additional straight time pay for one-half (1/2) the actual regular scheduled hours worked up to a maximum of four (4) hours will be granted to any employee who must work Christmas Eve and/or New Year's Eve.

## **Section 15. Vacation**

### **15.1 Vacation Benefits**

Employees shall accrue annual vacation leave each pay period on a prorated basis in accordance with the following schedule:

Employees shall accrue vacation at the rate of:

Years 0 through 5	80 Hours
Years 6 through 10	120 Hours
Year 11	128 Hours
Year 12	136 Hours
Year 13	144 Hours
Year 14	152 Hours
Year 15+	160 Hours

Employees shall receive a lump sum allotment of five (5) additional days (40 hours) of vacation upon completion of the fifth (5th) year of employment with the City and an additional five (5) days (40 hours) of vacation upon completion of the fifteenth (15th) year of employment with the City.

For the purpose of vacation leave accrual, a day is defined as eight (8) hours.

### **15.2 Vacation Accrual**

The maximum vacation accrual shall be three hundred twenty (320) hours.

In conjunction with Section 14.4, Water and Wastewater Plant Operators and Lab Analyst classifications maximum vacation accrual hours shall be four hundred twenty-four (424) hours.

Employees may elect to cash out up to eighty (80) hours of their vacation leave balances as follows:

- An election form will be sent to eligible employees showing their accrued vacation balance. Forms will be sent in July of 2016, in January and July of 2017, and in January of 2018.
- Employees must elect whether or not they want Vacation Cash Out and how much.
- The election forms sent out in July must be returned to the Human Resources Division by August 1st and will be paid out on August 15th. The election forms sent out in January must be returned to the Human Resources Division by February 1st and will be paid out on February 15th.
- As of June 30, 2018, the vacation caps will be enforced.
- As of July 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 (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 the 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.

### **15.3 Vacation at Termination**

Upon termination of employment, employees shall be paid the cash value of the employees accrued vacation leave at the time of termination.

## **Section 16. Sick Leave**

### **16.1 Benefits**

Regular and probationary employees who have completed one pay period shall accrue sick leave at the rate of one (1) day per month. Sick leave with pay shall be granted for the following reasons: Personal illness or physical incapacity resulting from causes beyond the employee's control; enforced quarantine of the employee in accordance with community health regulations; to keep a doctor's or dentist's appointment; or the serious illness of a member of the employee's immediate family. Use of sick leave for serious illness of a member of the employee's immediate family is limited in accordance with Section 16.9. Absence for a fraction or a part of the day that is chargeable to sick leave in accordance with these provisions shall be charged proportionally.

### **16.2 Notification Requirement**

In order to receive compensation when absent on sick leave, the employee shall notify the employee's immediate supervisor prior to the time set for beginning the employee's duties.

### **16.3 Doctor's Certificate**

Sick leave with pay in excess of three consecutive working days for reasons of personal illness or physical incapacity shall be granted only after presentation of a written statement by a licensed physician to the employee's immediate supervisor certifying that the employee's condition prevented the employee from performing the duties of the employee's position and that the employee is able to return to work.

### **16.4 Sick Leave and Workers' Compensation**

Charges shall be made against sick leave accruals for any waiting period not covered by workers' compensation. Integration of sick leave with benefits from the City for workers' compensation shall be automatic.

## **16.5 Use of Sick Leave and Vacation**

After sick leave accruals are exhausted, the employee's vacation accruals will be used automatically unless the employee requests otherwise, in writing, to the Human Resources Division.

When an employee is compelled to be absent due to the illness or injury of a member of the employee's immediate family, the employee may utilize employee's sick leave for such purpose in accordance with Labor Code 233.

For the purpose of this Section, the following are considered members of the employee's 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. The employee may be required to show evidence by physician's certification for the absence from work.

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.

The City acknowledges California Labor Code 233 is applicable to public agencies, and continues to comply with the provisions therein.

Substantiation of any illness may be requested for an absence at the discretion of the supervisor due to any indicia of abuse and is mandatory after three (3) days.

## **16.6 Sick Leave While on Vacation**

If an employee, while on accrued vacation, becomes sick for a period in excess of three (3) days and furnishes a doctor's certificate, the employee's sick leave would be charged rather than accrued vacation.

## **16.7 Sick Leave Accumulation**

Sick leave may be accumulated without limit.

## **16.8 Sick Leave at Retirement or Death**

Employees retiring may receive twenty-five percent (25%) of their sick leave balance in cash or one hundred percent (100%) of their sick leave balance in cash upon death.

## **16.9 Sick Leave Incentive**

Employees who have a sick leave balance of at least thirty (30) days and 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 at the employee's current base rate of pay of their annual sick leave accrual of twelve (12) days. The remaining fifty percent (50%) shall remain in the employee's sick leave balance.

## **16.10 Healthy Workplace Healthy Family Act (AB1522)**

The sick leave includes the legally required sick leave days mandated by Assembly Bill 1522. The City will comply with AB1522 in the administration of the legally mandated sick leave days.

## **Section 17. Leaves of Absence**

### **17.1 Leave Without Pay**

The City Manager may grant regular employees leave of absence without pay not to exceed one (1) year. No leave shall be granted except upon written request of the employee submitted to the City Manager. If such leave of absence is for medical reasons, the employee must use all accumulated sick leave prior to commencing a leave of absence without pay. Such leaves shall normally be granted when it is in the interest of the City to do so. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave shall not accrue to an employee on leave of absence. The decision of the City Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding. At the expiration of the leave without pay, the employee shall be reinstated to the position vacated if the position still exists or to any other vacant position in the same classification. Anniversary date for the purposes of all step raises shall be adjusted according to the leave.

### **17.2 Jury Duty**

An employee summoned to jury duty shall inform the employee's supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve. Any jury fees, excluding travel expenses, received by an employee shall be remitted to the City. If the employee elects to retain the jury duty fees, the employee's time off for jury duty is not compensable. When appropriate, supervisors may request exemption of individual employees from jury duty when such service would entail undue hardship to the City.

### **17.3 Military Leaves of Absence**

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees.

### **17.4 Maternity/Paternity Leave**

Maternity/paternity leave, not to exceed one (1) year from the date of birth of the child for whom maternity/paternity leave is to be granted, shall be granted to employees.

The City continues to comply with applicable state and federal laws.

### **17.5 Industrial Disability Leave**

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to benefits. All on-the-job injuries must be reported to the Human Resources Department within twenty-four (24) hours of the accident. The City is self-insured for Workers' Compensation. Compensation benefits shall be established and paid in accordance with the

Workers' Compensation Laws of the State of California and shall begin on the first full day of industrial disability leave. Integration of sick leave with such disability benefits is to be automatic; neither the employee nor the City may waive integration.

## **17.6 Bereavement Leave**

Department Heads shall grant their employees up to five (5) scheduled work days (for 7.5, 8, 10, and 12 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, registered domestic partner, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or anyone residing in a household who is a dependent or a relative. This provision does not apply while the employee is on leave of absence or layoff.

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.

## **17.7 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 exceed six (6) months.
- d. Leave donations must be in a minimum increment of one 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.

## **17.8 Family Care Leave**

The City will comply with applicable State and Federal Laws.

## **Section 18. Probationary Period**

### **18.1 Probationary Period for All Employees except Maintenance Worker I**

All original appointments shall be subject to a probationary period of twelve (12) months and promotional appointments shall be subject to a probationary period of six (6) months, except in the case of employees hired in the classification of Maintenance Worker I. The probationary period shall be regarded as a 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.

## **18.2 Probationary Period for Maintenance Worker I (excluding Field Utilities)**

Employees hired into the classification of Maintenance Worker I, Step I, the probationary period shall be twelve (12) months; provided, however, that the employee shall be eligible to receive the regular step increase to Step 2 upon the completion of six (6) months of service to the City and an evaluation. Such employees shall be eligible to begin testing for the classification of Maintenance Worker II upon the completion of six (6) months of City service and such employees shall have up until one (1) year from the employee's original date of hire to successfully complete the test for Maintenance Worker II. Upon successful completion of the test and twelve (12) months of service to the City, employees shall be eligible for the compensation of the classification of Maintenance Worker II.

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.

Employees shall have two (2) opportunities to successfully complete the test. Failure to successfully complete the test following two (2) attempts shall result in the termination of the employee's employment with the City.

## **18.3 Probationary Period for Maintenance Worker I - Field Utilities**

Employees hired into the classification of Maintenance Worker I – Field Utilities, Step I, the probationary period shall be twelve (12) months; provided, however, that the employee shall be eligible to receive the regular step increase to Step 2 upon the completion of six (6) months of service to the City and an evaluation. Successful completion of probation is contingent upon the employee attaining the minimum certifications of Grade I Water Distribution Operators Certificate (California Department of Public Health), a Grade 1 Collection System Maintenance Certificate (California Water Environmental Association), and a Class B driver's license with Tanker Endorsement. The Maintenance Worker I – Field Utilities is a 5-step classification; however, employees shall be eligible to begin testing for the classification of Maintenance Worker II – Field Utilities upon attaining a Grade II Water Distribution Operators certification. Upon successful completion of the test and 12 months of service to the City, employees shall be eligible for the compensation of the classification of Maintenance Worker II – Field Utilities.

Employees that have passed probation and who have failed to successfully obtain the D2 Certification will remain at the Maintenance Worker I – Field Utilities classification.

## **Section 19. Layoff and Re-employment**

### **19.1 Layoff**

In reduction of forces, the last employee hired shall be the first employee laid off and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted, provided; however, that the employee retained or rehired is capable to perform the work.

An employee who is laid off shall not accrue or be eligible for any benefits, including but not limited to vacation, sick leave, holidays, medical, dental, life insurance, vision care and safety boots. Any employee re-employed after a layoff shall retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

### **19.2 Notice of Layoff**

The City Manager shall notify employees to be laid off in writing. Whenever possible, such notice shall be given at least thirty (30) days prior to the effective date of the layoff.

Prior to beginning the layoff process, City program and staffing needs shall be identified, established, and communicated by the City Manager to the Union. During this time, the City agrees to review and consider the Union's interests regarding program and staffing needs. City program and staffing needs shall be considered during the entire layoff process.

### **19.3 Re-employment**

The City shall establish and maintain a re-employment list of all employees laid off during the preceding five-year period. Laid off regular employees shall have the first right to their former position and/or to positions in classifications for which they are qualified as determined by Human Resources.

An employee shall deliver the employee's acceptance of an offer within the following times:

- (1) An employee residing with the City, five (5) days after receipt of offer.
- (2) An employee residing outside the City, seven (7) days after receipt of offer.
- (3) When offer is made by telephone or telegram, forty-eight (48) hours after receipt of offer.

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 the employee may be reached readily.

Any person on a re-employment list who cannot be reached within five (5) days, or who fails to reply to an offer of re-employment as required by this Section, shall be deemed to have declined the offer.

Any person on the re-employment list who declines one offer of re-employment shall be removed from the list. Any persons removed from the list may be restored to the employee's relative position on the list at the discretion of the City Manager upon showing of good cause.

Any employee may elect to accept a position in a lower classification for which the employee is qualified, without being removed from list for higher position.

## **Section 20. Disciplinary Action up to and Including Dismissal Disciplinary Procedures.**

### **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 Local 39.

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 21. Grievance Procedure**

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 Memorandum of Understanding. A grievance may be on behalf of an individual employee or all employees affected.

All time periods specified herein may be extended by written agreement of the Union 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

Items excluded, such as Section 18 of the Memorandum of Understanding shall not be within the scope of a grievance.

**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 a Memoranda of Understanding 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 seven (7) working 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 Union and the affected supervisor(s) at a mutually agreed upon time and place. Minutes shall be taken (unless any portion is agreed to be confidential) and shared with all participants.
- b. The Union will present the issue, uninterrupted, to the Department Head along with any documentation.
- c. The Department Head will take notes, summarize the Union'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 Union 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.
- h. 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 will make final determination of all grievances.

### **Representation**

The employee may request the assistance of another person (e.g., Union) 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 22. Personnel Files**

An employee or the employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request.

The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee is afforded the opportunity to respond in writing the contents of performance evaluation reports and letters of reprimand or warning.

The employee may be required to acknowledge receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## **Section 23. Outside Employment**

No employee of the City may engage in additional employment outside the official hours of duty unless approved by the Director of Administrative Services. Evidence of financial necessity shall be taken into consideration in approving outside employment. Absent a bona fide conflict of interest, the Director of Administrative Services shall endeavor to approve such outside employment.

## **Section 24. Miscellaneous**

### **24.1 Shirt Uniforms/Boot Allowance**

Shirt uniforms shall be provided by the City to employees in Water, Wastewater, Maintenance, Customer Service and Parks. Uniforms shall be worn as issued.

The parties agree to the Safety Shoe policy as Appendix B, and the Maintenance Division Uniform Reimbursement Policy as Appendix C (attached).

All City employees will follow OSHA safety regulations while working in the public R.O.W.

## **24.2 License and Certification Fees**

The City shall reimburse employees for the actual cost of any license or certification (e.g. State Operator's Certification) required by the City.

Any employee who is assigned to drive equipment requiring Class A or Class B license shall obtain and maintain as a condition of employment the required license within ninety days of being assigned to operate such equipment. Continued employment of employees who fail to obtain or maintain the appropriate license will be subject to the provisions of the Americans with Disabilities Act. The initial fee for the Class A or B license will be reimbursed by the City. Subsequent recertification or licensing fees will be paid by the City. The cost of the physical/medical exam will be paid by the City, provided, however, such exam is performed by a City designated physician.

Any employee who of his or her own volition allows a license or certification to lapse, will relicense or recertify at the employee's expense.

## **24.3 Meal Allowance**

Employees required to report to work two (2) hours or more before the employee's regular starting time without prior notification or to work four (4) continuous hours after the employee's regular workday shall be entitled to a meal allowance of Ten Dollars (\$10.00).

## **24.4 Tuition Reimbursement**

The City shall provide up to \$1,500.00 per fiscal year per employee for college and/or vocational training expenses as follows:

- Registration/tuition/book costs for college course work. The employee must earn a "pass" (for pass/fail courses) or a "B" grade or better to qualify for reimbursement.
- Registration/tuition/book costs for vocational training that directly result in contact hours or CEU's applicable to obtaining or renewing job required certifications or promotional opportunities, taken with prior Department and City approval.

For job classifications that require certifications, tuition reimbursement may be authorized for college courses and vocational training that directly result in contact hours or CEU's applicable to certification renewal. The number of contact hours and/or CEU's must be designated and approved by the appropriate authorizing agency and the City Department in advance. It is the responsibility of the certificate holder to insure their certificate remains valid.

## **24.5 Substance Abuse Policy**

The union agrees that employees in the Local 39 bargaining unit are covered by the provisions of the City of Vacaville Substance Abuse Policy as revised October 30, 2015.

## **24.6 Class A License**

Maintenance Workers – Field Utilities who possess and maintain a valid Class A California Driver License shall receive a 3.0% of base pay differential. No more than six (6) employees may receive the differential at any given time.

## **24.7 Crane Operator**

Utility Plant Mechanics I/II, Senior Utility Plant Mechanic and Utility Plant Workers who possess and maintain a valid Crane Operator certification shall receive a 5.0% of base pay differential.

## **Section 25. Safety**

### **25.1 Safety Equipment**

The City shall comply with all applicable State of California safety regulations and shall furnish to employees as needed, all safety equipment required.

### **25.2 No Lost Time Accident Awards**

Public Works and Utilities currently recognize safe work behavior for employees who have field service responsibilities in the form of yearly No Lost Time Accidents (No LTA) Awards. Eligibility is specified in respective Public Works and Utilities Department policies. Water Service Representatives from the Finance Division shall participate under the Public Works Department program. The awards are based on the number of years an employee has gone without incurring a Lost Time Accident.

The incentive for reaching the milestones of ten (10), fifteen (15), and twenty (20) years without a Lost Time Accident will each be one additional day of vacation added to the employee's vacation balance. For the purposes of this section, a day is defined as eight (8) hours.

## **Section 26. Temporary Modified/Light Duty Assignments**

On occasion, an employee may incur an injury or illness that precludes their performing regular duties. If a modified or light duty assignment exists as determined by Department Head, and in conjunction with the Human Resources Division, deems that it may be filled temporarily, first consideration shall be given to those industrially disabled employees within the department on a case by case basis and non-industrial disabled employees shall be given second consideration.

Authorization for such assignments must be obtained from the employee's physician in cases of off-duty related injury or illness or by the designated City physician for job related injury or illness. The City reserves the right to require an opinion from the designated City physician in off-duty related injuries or illnesses.

A statement from a physician must estimate the date of recovery from the injury or illness and must indicate the employee's ability to perform the duties of the temporary assignment. The employee must have the capabilities and qualifications to perform the temporary assignment.

Employees assigned to modified/light duty shall be medically evaluated every two weeks or at appropriate times as directed by the supervisor. The evaluation is to be in narrative form and directed to the Department Head and the Human Resources Division to determine continuance of temporary assignment.

The duration of light or modified duty assignments shall be determined on a case by case basis, but long-term situations will not be allowed. The employee shall return to their normal job as soon as they are released by the treating physician.

The employee shall continue to receive their regular salary while performing light or modified duty assignments.

## **Section 27. Cooperative Committee**

### **27.1 Introduction**

The parties recognize the principles of union-management cooperation for the improved performance, mutual welfare and public benefit. To foster these principles the parties agree to set up the following joint machinery of cooperation for the purpose of carrying these principles into practical effect.

### **27.2 Machinery of Cooperation**

#### **27.2.1 Division/Departmental Cooperative Committees**

Three joint committees, to be known as Co-operative Committees, will be organized. Each of these committees will consist of an equal number of members representing Management and the Union, chosen by each respective side. The committees will operate in Utilities, Public Works, and Finance.

a. The Co-operative Committee will meet once each month. An agenda will be developed one week prior to the meeting by the Union Business Representative or designee and the Division/Department Head. A written record of the proceedings at the meeting will be kept.

b. A Central Co-operative Committee will be organized. This committee will consist of an equal number of representatives. The Employer representatives will be chosen by the Director of Administrative Services and the Union representatives will be chosen by the Union Business Representative. The Central Co-operative Committee may also be convened by the request of either group for a meeting. A written record of the proceedings at the meeting will be kept.

#### **27.2.2 The Minutes of Joint Committee Meetings**

Minutes will be kept of the meetings of both Committee meetings. Each subject brought up for consideration at the meeting will be from the agenda prepared in advance by the parties and distributed the Friday before the meeting.

Copies of the minutes of the meetings will be furnished to all members of the committee concerned and the Business Representative, Department Head(s), and City Manager. Copies of the minutes of the meetings will also be posted on the respective division/department bulletin boards.

In view of the fact that from time to time matters of a confidential nature may be discussed at these meetings, it is agreed that reference to such matters may, at the request of either party, be kept out of the minutes which are distributed. Such confidential matters, however, will be noted and records of them kept in the files for reference.

### **27.3 Meeting Procedures to be followed by Co-operative Committees**

It is not the intention of the parties to this Memorandum of Understanding that a rigid and formal method of procedure shall guide the meetings of either Co-operative Committees. It is rather desirable, that these committee meetings shall be in the nature of round table conferences whose purposes are to consider proposals of any committee member as agendized, aimed at improved performance, mutual welfare and public benefit. Determination of decisions by the committees shall be by consensus of opinion, not by voting.

It is further agreed that the purpose of these meetings is mutual helpfulness. Scope of bargaining issues and grievances will not be considered during the proceedings of the Division committees. Those will be dealt with in keeping with the provisions laid down in the labor agreement and rules of employment. It is also understood and agreed that this Section in no way, shape or form implies the abrogation of any of the working rules and regulations established by agreement between the parties to this Memorandum of Understanding.

There is no limit to the range of specific subjects which may be submitted for discussion by the members of the respective sides. Whatever may be of mutual benefit to the parties or in the public's interest is proper for consideration by the committees.

#### **27.4 Alteration or Termination of this Section**

It is agreed that this Section is subject to change at any time by mutual consent. It is agreed that this Section may be terminated at any time by either party.

### **Section 28. No Strike**

The Union, its members and representatives, agree that it and they, will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal to operate designated equipment (provided such equipment is safe and sound), or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of affecting changes in the directives or decisions of management of the City, nor to affect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding. The City agrees not to engage in any lockout during the term of the Memorandum of Understanding.

### **Section 29. Separability of Provisions**

Should any Section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

### **Section 30. Past Practices and Existing Memoranda of Understanding**

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 agreement related to the benefits herein, whether written or oral, unless expressly stated in this Agreement.

### **Section 31. Total Compensation Study**

For preparation of negotiations, no later than August 2017, the City and Local 39 will begin working together to conduct a total compensation study. This will include a review of the existing benchmark classifications, the labor market, and the total compensation categories selected in prior surveys.

## Section 32. Duration

This Memorandum of Understanding shall be effective July 1, 2016, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates, and shall remain in full force and effect to and including June 30, 2018.

This Memorandum of Understanding shall be binding upon the successors or assigns of the parties hereto, and no rights or obligations provided in this Memorandum of Understanding shall be in any manner affected by any sale, merger, or assignment by either party hereto.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding and side letters of agreement between the City and the Union.

If the foregoing is in accordance with your understanding please so indicate by signing below.

Made and entered into this 28th day of June 2016.

### INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39

### CITY OF VACAVILLE

By Signature on File  
Jerry Kalmar, Business Manager

By Signature on File  
Dawn Leonardini  
Director of Administrative Services

By Signature on File  
Tony DeMarco, President, Local 39

By Signature on File  
Steve Crouch, Director of Public Employees

By Signature on File  
Brandy Johnson, Business Representative

By Signature on File  
Jim Constable, Shop Steward

By Signature on File  
Cary Devine, Shop Steward

By Signature on File  
Kurtis Westbrook, Shop Steward

By Signature on File  
Marc York, Shop Steward

## APPENDIX A SALARY SCHEDULE

*Effective: 07/01/2016*

CODE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
51001-1	CROSS CONNECTION INSPECTOR	4,331.65	4,548.20	4,775.67	5,014.39	5,265.15
51001-2	CROSS CONNECTION SPECIALIST	4,656.50	4,889.33	5,133.78	5,390.46	5,660.03
51143-1	ENVIRO COMPLIANCE INSP I	4,800.31	5,040.35	5,292.38	5,556.95	5,834.85
51143-2	ENVIRO COMPLIANCE INSP II	5,159.77	5,417.78	5,688.62	5,973.06	6,271.75
51113-1	EQUIPMENT MECHANIC I	4,027.08	4,228.39	4,439.86	4,661.78	4,894.87
51113-2	EQUIPMENT MECHANIC II	5,009.02	5,259.46	5,522.41	5,798.58	6,088.48
51102	LABORATORY AIDE	3,167.43	3,325.85	3,492.12	3,666.74	3,850.06
51103-1	LABORATORY ANALYST I	4,799.66	5,039.64	5,291.55	5,556.16	5,833.99
51103-2	LABORATORY ANALYST II	5,159.60	5,417.59	5,688.47	5,972.89	6,271.57
51088-1	MAINTENANCE WKR I	3,741.65				3,928.73
51004-1	MAINTENANCE WKR I- FIELD UTIL	3,741.65	3,928.73	4,125.18	4,331.46	4,548.01
51088-2	MAINTENANCE WKR II	4,025.44	4,226.69	4,438.12	4,659.98	4,892.99
51002	MAINTENANCE WKR II-FACILITIES	4,226.72	4,438.06	4,659.95	4,892.96	5,137.62
51004-2	MAINTENANCE WKR II-FIELD UTIL	4,438.06	4,659.95	4,892.96	5,137.62	5,394.49
51006	MAINTENANCE WKR II-STREETS	4,226.72	4,438.06	4,659.95	4,892.96	5,137.62
51003	MAINTENANCE WKR LEAD-FACILITIE	4,548.24	4,775.65	5,014.42	5,265.16	5,528.40
51005	MAINTENANCE WKR LEAD-FIELD UTI	4,775.64	5,014.41	5,265.15	5,528.39	5,804.82
51089	MAINTENANCE WKR LEAD-PARKS	4,331.65	4,548.20	4,775.67	5,014.39	5,265.15
51007	MAINTENANCE WKR LEAD-STREETS	4,548.24	4,775.65	5,014.42	5,265.16	5,528.40
51105	PLANT/EQUIPMENT MECHANIC	4,464.76				4,687.99
51091	SR LABORATORY ANALYST	5,675.57	5,959.35	6,257.31	6,570.19	6,898.69
51126	SR TRAFFIC SIGNAL TECHNICIAN	5,776.31	6,065.11	6,368.43	6,686.80	7,021.18
51138	SR UTILITY PLANT CNTL SYS TECH	6,246.21	6,558.51	6,886.41	7,230.74	7,592.26
51148	SR UTILITY PLANT ELECTRICIAN	6,246.21	6,558.51	6,886.41	7,230.74	7,592.26
51140	SR UTILITY PLANT MECHANIC	5,533.98	5,810.67	6,101.20	6,406.29	6,726.60
51085	SR WASTEWATER PLANT OPERATOR	5,810.63	6,101.17	6,406.22	6,726.52	7,062.84
51114	SR WATER PLANT OPERATOR	5,810.63	6,101.17	6,406.22	6,726.52	7,062.84
51146-1	TRAFFIC SIGNAL TECHNICIAN I	4,788.25	5,027.67	5,279.04	5,542.99	5,820.11
51146-2	TRAFFIC SIGNAL TECHNICIAN II	5,147.71	5,405.10	5,675.35	5,959.12	6,257.08
51122-1	UTILITY PLANT CNTL SYS TECH I	5,405.24	5,675.52	5,959.29	6,257.27	6,570.09
51122-2	UTILITY PLANT CNTL SYS TECH II	5,810.29	6,100.79	6,405.84	6,726.14	7,062.41
51124-1	UTILITY PLANT ELECTRICIAN I	5,405.24	5,675.52	5,959.29	6,257.27	6,570.09
51124-2	UTILITY PLANT ELECTRICIAN II	5,810.29	6,100.79	6,405.84	6,726.14	7,062.41
51141-1	UTILITY PLANT MECHANIC I	4,788.25	5,027.67	5,279.06	5,542.99	5,820.11
51141-2	UTILITY PLANT MECHANIC II	5,147.71	5,405.10	5,675.35	5,959.12	6,257.08
51117	UTILITY PLANT WORKER	4,103.62	4,308.80	4,524.22	4,750.44	4,987.97
51101-1	WASTEWATER PLANT OPERATOR I	4,669.18	4,902.72	5,147.77	5,405.17	5,675.44
51101-2	WASTEWATER PLANT OPERATOR II	5,028.13	5,279.52	5,543.50	5,820.63	6,111.67
51101-3	WASTEWATER PLANT OPERATOR III	5,405.24	5,675.52	5,959.29	6,257.27	6,570.09
51101-0	WASTEWATER PLANT OPERATOR TRN	4,317.45	4,533.38	4,759.99	4,997.98	5,247.90

<b>CODE</b>	<b>CLASSIFICATION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
51112-1	WATER PLANT OPERATOR I	4,317.45	4,533.38	4,759.99	4,997.98	5,247.90
51112-2	WATER PLANT OPERATOR II	5,027.58	5,278.91	5,542.90	5,820.05	6,111.03
51112-3	WATER PLANT OPERATOR III	5,405.24	5,675.52	5,959.29	6,257.27	6,570.09
51147	WATER QUALITY COORDINATOR	5,675.57	5,959.34	6,257.30	6,570.18	6,898.68
51144	WATER SERVICE COORDINATOR	4,611.92	4,842.50	5,084.65	5,338.85	5,605.84
51145-1	WATER SERVICE REP I	3,741.54	3,928.62	4,125.06	4,331.32	4,547.88
51145-2	WATER SERVICE REP II	3,971.32	4,169.89	4,378.35	4,597.29	4,827.14

## **APPENDIX B**

### **SAFETY BOOT POLICY**

#### **1.0 PURPOSE**

To define the procedure which must be utilized by certain applicable Local 39 bargaining unit employees when purchasing safety boots.

#### **2.0 APPLICABILITY**

2.1 Any division whose employees are required to wear safety type work boots are thus eligible for the reimbursement as covered by this policy.

#### **3.0 DEFINITION**

3.1 In conjunction with Section 24.1 of the MOU between the City of Vacaville and International Union of Operating Engineers, Stationary Local 39, AFL-CIO, effective July 1, 2016 the amount of \$250.00 per year will be paid toward the purchase of work boots, which shall be worn by employees as a condition of employment.

3.2 For purposes of this policy, safety boots are defined as leather work boots with a minimum of 6" ankle support. Employees have the option of purchasing these boots with or without steel toes. Parks division employees may have the option to purchase a leather and cordura hiking boot with steel toe and minimum 6" ankle support. The safety boots for Customer Service will be a leather high top walking shoe. Additionally, Lab Analysts shall be allowed to apply the allowance to appropriate footwear that provides sufficient grip and ankle support (mid or high tops only).

#### **4.0 POLICY**

4.1 Employees who are required to wear safety type boots will be provided a boot allowance annually on the July 31st paycheck. Once an employee has been identified as eligible for the allowance, the payment will be made automatically each year unless the department notifies Human Resources otherwise.

4.2 Any new employee starting work between July 1st and December 31st will receive the full amount listed above on their first paycheck. Employees starting work between January 1st and June 30th will receive half the amount listed above on their first paycheck. Human Resources will contact the appropriate department to confirm eligibility upon start date.

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

## **APPENDIX C**

### **UNIFORM REIMBURSEMENT POLICY**

#### 1.0 PURPOSE

To modify the policy for uniforms worn by employees of certain sections of the Public Works Maintenance Division.

#### 2.0 DEFINITION

Section 24.1 of the MOU between the City of Vacaville and International Union of Operating Engineers, Stationary Local 39, AFL-CIO, provides that the City will supply shirt uniforms to employees in Water, Wastewater, Maintenance, Customer Service and Parks. This modification of section 24.1 pertains to Street Maintenance, Field Utilities, and Park Maintenance employees only. Uniforms shall be worn as issued or described below.

#### 3.0 POLICY

3.1 The City shall provide certain items of clothing and a monetary allowance for other items as follows:

- a. The City of Vacaville will provide the following articles of clothing:
  - (1) OSHA approved safety colored Tee Shirts – five (5) short sleeved t-shirts with pockets per year.
  - (2) OSHA approved safety colored Jackets – one (1) jacket every four years.
  - (3) OSHA approved safety colored Vest – one (1) cloth vest every other year.
  - (4) OSHA approved safety colored Rain Suit – one (1) rain suit every three years, if necessary.
  - (5) OSHA approved safety colored Coveralls (Street Maintenance employees only) – three (3) pairs – one time issue only. (Parks and Field Utilities employees only) – The City will continue to provide laundry service for coveralls. The number of coveralls per employee will be determined by the supervisor based on need.

Earlier replacement of the above items may be considered, if warranted, at the sole discretion of the employee's immediate supervisor.

- b. Employees identified below will be provided the corresponding allowance annually on the July 31st paycheck.
- c. A new employee starting work between July 1st and December 31st will receive the full amount listed below on their first paycheck and then annually on July 31st thereafter. Employees starting work between January 1st and June 30th will receive half the amount listed below on their first paycheck and then the full amount annually on July 31st thereafter.

- d. Effective July 1, 2016, the City of Vacaville will provide an annual monetary allowance of \$250.00 for clothing and safety apparel that is intended to supply blue denim jeans, knee high rubber boots, and OSHA approved safety colored shirts (other than those shirts provided by the City).
- e. Pant Allowance: Effective July 1, 2016, employees in the Laboratory, Maintenance, Water Quality (Pretreatment and Cross Connection Control), Wastewater Operation, and Water Operations Divisions of the Utilities Department shall have the option of (1) retaining the laundry service to include pants rentals, or (2) receiving an annual allowance of \$250.00 per fiscal year towards the purchase of denim blue jeans, which shall be worn by employees as a condition of employment. Laundering of the purchased denim blue jeans is the responsibility of the employee.

Employees may switch from the laundry service option to the allowance program at the beginning of any pay period during the year with the allowance prorated based on the effective date. Allowances are paid within the employee's regular paycheck, not by separate check.

Employees may choose to opt out of the allowance program and back into the laundry service option only once per year by notifying Human Resources no later than June 15th for an effective date of July 1st.

- 3.2 All employees are required to wear blue denim jeans that are free from holes and patches. Employees are also required to wear either City supplied OSHA approved safety colored tee shirts, vests, or jackets at all times. Parks employees may substitute hemmed blue denim shorts in lieu of blue denim jeans. All shorts must have either a minimum inseam length of 7.5" or be no shorter than 2" above the knee. Employees may choose to wear other OSHA approved safety colored short or long sleeved shirts (not supplied by the City). These shirts must meet with the supervisor's approval.
- 3.3 The safety shoe policy described in Section 24.1 of the MOU remains unchanged.

**APPENDIX D**  
**OPERATING ENGINEERS, LOCAL 39 (OE 3) HEALTH AND WELFARE TRUST**  
**HEALTH PLAN & DENTAL PLAN**

Health Plan

In accordance with the provisions of the PERS Law regarding equal contribution method and in accordance with Section 12 Health and Welfare of this MOU, the City of Vacaville will continue to contribute toward the Operating Engineers (OE 3) Health and Welfare Trust in lieu of contributions toward the PERS health plan for the following active employees and retirees only:

**BANZET, WARREN**

**BRAGG, NATHANIEL**

**CASSEL, GLENN**

**GONZALES, FRANK (JOYCE)**

**MEISINGER, DENNIS**

**ROMISKI, HANK**

**WILKEN, ROGER**

**BISSEL, CLAUDE (NANCY)**

**CARR, ALAN**

**DALBEY, GARY**

**HORWEDEL, ALLEN**

**RODRIGUEZ, ROBERT**

**TURNER, CHARLES**

If an employee or retiree (listed above) opts out of the OE 3 Health and Welfare Trust at any time, he/she cannot re-enroll through the City of Vacaville. The City's monthly contribution to the OE 3 Health and Welfare Trust shall be based on the three tier rate structure of employee only, employee plus one dependent, or employee plus two or more dependents as follows:

- A dollar amount equivalent to the amount in Section 12 of this MOU; or
- A dollar amount equivalent to ninety percent (90%) of premium for the Full Benefit Plan of the OE 3 Health and Welfare Trust, whichever is greater.