

MEMORANDUM OF UNDERSTANDING

between



THE CITY of MARTINEZ

And

**LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA LOCAL 324**

7/01/2022-6/30/2027

**MEMORANDUM OF UNDERSTANDING
CITY of MARTINEZ & LABORERS' UNION LOCAL 324
7/01/2022- 6/30/2027**

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ARTICLE 1

UNION RECOGNITION AND SCOPE OF REPRESENTATION

Pursuant to Government Code Section 3500, et seq, and City of Martinez Resolution No. 032-07, the City hereby recognizes the Union as the bargaining representative for purpose of representation of City employees within the Miscellaneous Bargaining Unit, in classifications as specified in this Memorandum of Understanding, in respect to their pay, wages, hours, and other terms and conditions of employment including rules and regulations affecting the wages, hours and working conditions of employees of the Miscellaneous Unit, for the term of this agreement. The classifications in the Miscellaneous Unit are listed in Appendix A – Salary Schedule of Classifications.

Unless otherwise specified, the terms and conditions of this Memorandum of Understanding becomes effective on July 1, 2019.

ARTICLE 2

GENERAL PROVISIONS IN THE MEMORANDUM OF UNDERSTANDING

Section 1. Amendments and Revisions to this Memorandum of Understanding Which Are Subject to Meet and Confer

Recommendations for amendment and revision of this Memorandum of Understanding may be made by either the City Council, Personnel Officer acting as a representative of the Council, or the recognized employee organization through the normal meet and confer process. Amendments and revisions shall become effective upon adoption of a resolution by the City Council after following the meet and confer process. Amendments and revisions may be made during the duration of the Memorandum of Understanding, but only by mutual agreement of the parties thereto. It is further understood that if the parties agree to meet and confer on issues which are subject to meet and confer, this will not affect the remainder of this Memorandum of Understanding.

Section 2. Non-Discrimination

The City and the Union agree not to discriminate against any employee on the basis of age, sex, sexual orientation, race, color, ancestry, national origin, religious creed, disability, or political opinion or affiliations.

Section 3. Applicability of this Memorandum of Understanding

This Memorandum of Understanding will apply to all positions and employees assigned to the classification in the Miscellaneous Unit.

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Section 4. Availability of this Memorandum of Understanding

Copies of this Memorandum of Understanding shall be accessible to all employees.

ARTICLE 3

**UNION REPRESENTATION AND TIME OFF FOR REPRESENTATIVE'S
DUTIES**

Section 1. Union Representation

The Union shall designate employee representatives at the beginning of the term of this Agreement, for purposes of meeting with management on the terms and conditions of this Agreement. There shall be no more than five (5) representatives designated to meet with management. Reasonable time off shall be allowed to meet with management, limited to one representative, the employee, and a Union staff member, to discuss matters of grievance and/or provisions of this Agreement, unless otherwise agreed to.

Regular Union business meetings shall not be held on City time, and City equipment and supplies will not be used for Union business. City premises may be used to conduct Union meetings if scheduled in advance. Such use is considered a privilege, which may be revoked if abuse occurs.

Employee representatives shall notify their immediate supervisors as to when leaving, how much time is to be taken, and when returning when meeting with management in an official capacity. Reasonable advance notice must be given. No more than one (1) employee representative may be gone from his/her job to work on the same matter unless an official meeting with management has been prearranged. Change as to employee representatives shall be sent to management at least one week in advance of said change.

Section 2. Attendance at Union Conferences and Programs

City agrees to allow time off for four (4) employees up to four (4) working days for attendance at Union conferences or programs.

Section 3. UNION PAYROLL DEDUCTIONS

All employees within the bargaining unit represented by the Laborers' International Union of North America – Local 324(Union) may join the Union and pay dues and authorize deductions for those dues and other Union sponsored member benefits (hereinafter "payroll deductions"). It shall be the responsibility of the Union to maintain a record of employees who have given their written consent for the payroll deductions specified above. The Union shall certify in writing to the City the name of such members and the amounts authorized from the member's paycheck.

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The City will implement any change to an employee's payroll deductions in the first full pay period following notification of such change by the Union. Such notification will be received by the 10th and 25th for implementation for the following pay period.

Requests to cancel or change the payroll deductions specified above shall be in writing from the Union. The City will rely on information provided by the Union regarding whether the payroll deductions were properly cancelled or changed, and the Union will indemnify the City for any claims made by the employee for changes made in reliance on that Information.

ARTICLE 4

CLASSIFICATION

Section 1. Classification Plan

The classification plan shall include a schematic list of class titles and a written class specification for each class of positions. Each classification shall be assigned to a salary range on the basic salary schedule.

Section 2. Positions

All existing positions and all new positions in the classified service created or established by the City Council shall be allocated to the proper class in the classification plan. Such allocation of a position to a class shall be determined by duties and responsibilities of the positions based on the principle that all positions shall be included in the same class if:

- Positions are sufficiently similar in respect to duties and responsibilities that the same description title may be used; and
- Substantially the same requirements as to education, experience and ability are demanded of the incumbents; and
- Substantially the same test of capacities and fitness may be used in choosing qualified appointee; and
- The same pay range may be made to apply with equity.

Section 3. Class Title

A position shall be identified by class title in all official personnel and budget records and transactions.

Section 4. Amendment and Maintenance of Classification Plan

Upon consideration of a recommendation by the Commission, the Personnel Officer, or the Union, the City Council may adopt a resolution to create new classes, modify, divide, combine,

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or abolish existing classes. The City Council shall establish the nature of the duties to be performed by each class, however, the language describing these duties shall be subject to meet and confer. The City Council may reassign a class from one pay range to another or assign a newly created class affecting existing employees to the basic salary schedule after the meeting and conferring process with the Union.

Section 5. Classification Procedure

Whenever a new position is created or the duties and/or responsibilities of an existing position are modified, the Personnel Officer shall review such positions pursuant to the criteria established in this MOU Article, Section 2, Positions, and (if appropriate after meeting and conferring with the Union on the content of the job description) make such recommendations to the City Council to classify or reclassify the position to a suitable existing or new class. The reclassification procedure and form are included in Appendix "B" of this MOU.

Section 6. Status of Reclassified Incumbents

Whenever reclassification occurs, an employee occupying the position shall be retained in the position after it has been reclassified without further competitive examination, provided that upon investigation, the Department Head concerned and the Personnel Officer find that:

- The reclassification results from an official recognition of a change in duties and responsibilities which have already occurred;
- The addition of duties and responsibilities (justifying the creation of a different classification) was not the result of planned management action;
- The incumbent meets the qualifications of the new class, or past performance has demonstrated the ability to perform the duties and responsibilities of the position; and
- The incumbent has regular status in the position.

Section 7. Procedure for Reclassification of Incumbents

The above findings shall be transmitted by the Personnel Officer to the Union and any affected incumbents for review at the time a reclassification is under consideration.

Section 8. Class Specifications

The Personnel Officer shall maintain a written specification for each class and when adopted by the City Council shall constitute the official specification of classes in the City service. Such specifications shall be based on a study of the duties and responsibilities of positions in City service. Each class specification shall set forth the title of the class, the definition of the duties encompassed, distinguishing characteristics (if necessary), a sample of duties, and a statement of minimum qualifications for proficient performance of the work.

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8.1 Availability of Class Specifications

A copy of each class specification shall be maintained by the Human Resources Division and shall indicate the date of adoption or last revision or amendment. Duplicate copy of any class specification is to be made available to any person upon request.

8.2 Interpretation of Class Specifications

The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions allocated to various classes. The use of a particular expression, or an illustration as to duties should not be interpreted to exclude others not mentioned that are of a similar kind or level of responsibility. The specification for each class should be considered in its entirety and in relation to other classes in the classification plan. Consideration should be given to the general duties, specific tasks, responsibilities, qualifications desired, in relation to other positions, as a way of illustrating the kind of employment the class is designed to perform.

ARTICLE 5

PAY PLAN: SALARY AND ADVANCEMENT THROUGH PAY RANGE

Section 1. Pay Plan Definition

A schedule of pay rates and ranges, salary steps, and hourly rate equivalents shall be established by resolution adopted by the City Council, after meeting and conferring with the Union on classes assigned to this bargaining unit. Such pay plan shall become the basic pay plan for classes in this bargaining unit during the duration of the Memorandum of Understanding, unless otherwise mutually agreed to by the parties.

Section 2. Salary

2.1 Wages

Increase bargaining unit wages as follows:

- a. Effective July 1, 2022, or first full pay period following City Council adoption of the labor agreement, whichever occurs later; five percent (5%) base salary increase;
- b. Effective July 1, 2023, July 1, 2024, July 1, 2025, July 1, 2026 (years two through five) – adjustment each year tied to the April SF Bay Area Consumer Price Index (“CPI-U”), with a two- and one-half percent (2.5%) minimum and a four and one half percent (4.5%) maximum.

2.2 One-Time Bonus

Payment of a one-time lump sum amount of \$4,000.00 per full time bargaining unit member employed by the City as of the date the successor agreement is adopted by the City Council.

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2.3 Compensation Study/Equity Adjustments

During the term of this agreement, the parties agree to re-open the MOU for the purpose of meeting and conferring regarding the City's compensation study and equity adjustments for certain classifications.

Section 3. Advancement Within Pay Range

3.1 Step Increases Based Upon Satisfactory Performance

Employees in the bargaining unit assigned to pay ranges shall receive step advancements based upon satisfactory performance. A performance evaluation must be submitted by the Department Head to the Personnel Officer before such advancement within pay range is effective.

3.2 Hiring Above Minimum Rate

The first step is the minimum rate and should normally be the hiring rate for the position. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may authorize hiring at a higher step. If the City should hire at a step higher than the first step of the range, the City shall review all incumbents of that classification presently assigned to a step below the hiring step to determine whether those employees or incumbents should likewise be raised to the hiring step. The City shall advance all present incumbents to the higher step if qualifications are comparable unless just cause can be shown as to why this should not occur. Employees shall be eligible for advancement to Step 2 after satisfactory completion of the probationary period in the individual's current classification. Step advancement above Step 2 may be made annually thereafter.

3.3 Performance Evaluation Reports

Prior to the anniversary date or pay increase eligibility, the Department Head shall review the performance record of the employee under consideration and based upon this review, forward a recommendation of approval or denial to the City Manager. All recommendations for denial of a step increase must be accompanied by a statement of specific reasons which shall be placed in the employee's record. If an employee is denied a step increase, a re-evaluation shall be conducted in three (3) months. The employee may request the re-evaluation to occur sooner. If improvement in performance is noted, the step increase shall be granted.

3.4 Anniversary Date

- A. Employees appointed, promoted or reappointed on or between the first and the fifteenth of the month, inclusive, shall for the purpose of eligibility for the consideration for salary step increase and benefits, have the first day of the same month as their anniversary date.
- B. Employees appointed, promoted or reappointed on or after the sixteenth and the last day of the month, inclusive, shall for the purpose of eligibility for the consideration for salary step increase and benefits, have the first day of the month immediately following as their anniversary date.

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3.5 Applicable Salary Rates Following Pay Range Increase and Decrease

- A. Same relative step. Where pay range for a given class is revised upward or downward, the incumbents affected shall have their existing salary adjusted to the same relative step in the new pay range and their anniversary date shall not be changed.
- B. Pay range change on anniversary date. In the event that a pay range change becomes effective on an employee's anniversary date, the employee shall first receive any within-range step adjustment to which entitled and then receive the corresponding pay range adjustment.
- C. Pay range change on date of promotion. In the event that a pay range change becomes effective on the date an employee is advanced to a higher classification, the employee shall first receive any corresponding step adjustment to which entitled in the lower classification, and then the next higher step promotional adjustment as provided herein.
- D. Retention of salary and Y-rates. When a pay range is adjusted downward, incumbents shall retain their same dollar amount of salary within the lower pay range. If their present salary rate exceeds the maximum of the lower range, the employee shall continue to receive the same dollar amount and said amount shall be designated a Y-rate. Any such Y-rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or transactions. Said Y-rate shall be canceled on vacating of the position, or when the maximum salary of the newly assigned range equals or exceeds the Y-rate.

3.6 Pay on Re-employment from Layoff

Upon the appointment of an employee from a re-employment list as provided in this Memorandum of Understanding, the employee shall be placed on the salary step obtained prior to layoff on the appropriate pay range for the classification.

3.7 Pay on Rehire

Upon the rehire of a former employee into the same class as the employee occupied prior to separation, such a person shall receive the same salary step in the pay range for the class as was received prior to separation. If rehired into a related lower class, credit shall be given for prior service in determining the salary step for employment in the lower class. If rehired in a higher class than previously occupied, the rules regarding pay upon promotion shall apply. The anniversary date for a person rehired into a position in the classified service shall be established based upon the date of such rehire.

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3.8 Pay Following Promotion

In the case of the promotion of any employee in the classified service, such employee shall be entitled to receive the rate of compensation in the entrance step of the pay range established for the class to which the employee is being promoted. In cases of promotion where the pay range overlaps, the employee will be placed at such step in the pay range of the higher class so as to provide at least five percent (5%) more in the basic salary, provided, however, that the application of this provision does not exceed the highest salary step in the authorized pay range for the higher classification. Effective on the date of promotion, a new anniversary date shall be established for consideration for further salary step advances.

3.9 Pay Rates Following Transfer or Reassignment

In case of the transfer or reassignment of any employee from one position to another in the same class or to another class to which the same pay range is applicable, the employee shall remain at the same salary step and shall retain the same anniversary date.

3.10 Pay Following Demotion

In the case of the demotion of any employee in the classified service to a class with a lower maximum salary, such employee shall be assigned to a salary step in the lower pay range which is as follows:

- A. If a disciplinary demotion, any designated step in the lower pay range which is equal to or less than that received in the pay range for the class from which demoted. A new anniversary date shall be established as of the effective date of demotion.
- B. If a voluntary demotion, that salary step in the pay range in the lower class which the employee would have received had the employee's service in the class from which demoted been continuous in said lower class. The employee's previous anniversary date shall be retained.

3.11 Pay Following Reclassification

If a position is reclassified to a class having the same maximum salary, the salary and the anniversary date of the incumbent shall not change. If the position is reclassified and a higher range is assigned to the class, the incumbent shall retain the same relative step in the new range. If a position is reclassified and a lower pay range is assigned to the class, the salary of the incumbent shall not change. If such salary is greater than the maximum salary of the lower class, said salary shall be designated a Y-rate as provided herein.

ARTICLE 6

BENEFITS AND COMPENSATION

Section 1. Benefits

City agrees to pay premium for medical, dental, and vision benefits throughout the term of this agreement, in accordance with the following schedule:

1.1 Medical Premium

City will make available to all employees and dependents in classifications assigned to the Unit either the Kaiser Bay Area Plan or an alternative plan(s). Effective January 1, 2023, the City will convert the City's medical plan to the CalPERS Health Plan.

1.2 Medical Plan Costs

A. Employees Hired Prior to January 1, 2007

For employees hired prior to January 1, 2007, the City will pay one hundred percent (100%) of the premium for medical insurance at the CalPERS Kaiser Region 1 premium rates. Employees selecting plans other than CalPERS Kaiser Region 1, will receive the same dollar contribution toward their Health Insurance premium.

B. Employees Hired on or After January 1, 2007

For employees hired on or after January 1, 2007, the City will pay the amount of the Kaiser premium in effect on January 1, 2007, plus eighty five percent (85%) of each increase in the premium. The employee will pay fifteen percent (15%) of each increase in the premium. These contributions will be cumulative. Effective January 1, 2012, for employees hired on or after January 1, 2007, the City will pay eighty percent (80%) of each increase in the premium. The employee will pay twenty percent (20%) of each increase in the premium. These contributions will be cumulative. Employees selecting plans other than Kaiser shall receive the same dollar amount.

During the term of this agreement, in no event shall employees hired on or after January 1, 2007, be required to pay an additional amount toward the increased premium cost that is greater than one-half percent (0.5%) of base wage rate as a result of implementation of this provision.

The City contribution toward medical premium costs will not be made if the employee is absent without pay for more than eighty (80) hours during the calendar month. This provision may not be applicable for employees on FMLA-covered unpaid leave.

1.3 Flexible Spending Account (FSA)

The City offers a Flexible Benefits Plan under Section 125 of the IRS Code of 1986.

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Plan options include a Health Care Flexible Spending Account to provide participants with reimbursements of Qualifying Medical Care Expenses that are excludable from income, and a Dependent Care Account to provide participants with reimbursements of Qualifying Dependent Care Expenses that are excludable from income. Employees can enroll in the FSA program, and make their plan contribution election upon hire, or once a year, during the Benefits Open Enrollment Period.

1.4 Medical-in-lieu

Employees that waive participation in the CalPERS Health program by demonstrating that they have equivalent health coverage through spouse or another source, have the option to receive cash-in-lieu payment” level Waiver of Medical Plan Benefits:

Effective upon adoption of the MOU, employees will receive \$742.00 per month, \$371 per pay period for waiving participation in the City’s Health Program.

1.5 Dental

City shall contribute one hundred percent (100%) of the premium cost for the dental plan that is currently available to all members of the unit.

A. Basic Dental Benefit

City shall contribute one hundred percent (100%) of the premium for a Dental Plan, which has an annual maximum of Twenty-Five Hundred Dollars (\$2,500) per patient per year with an 80%/20% co-payment and no annual deductible.

B. Orthodontic Supplement

City shall pay one hundred percent (100%) of the premium for an orthodontic supplement to the above dental plan, for all members assigned to the unit. The orthodontic plan provides for all eligible family members covered by the standard dental plan, with a Four Thousand Dollar (\$4,000) lifetime maximum benefit on an 80%/20% program.

1.6 Vision

The City agrees to provide comparable vision benefits through Vision Service Plan. Employees covered by the CalPERS medical insurance plan are eligible for vision coverage.

1.7 Long-Term Disability Insurance Plan

City will pay premium for long-term disability insurance program for all employees within the unit. As soon as administratively feasible following Union ratification and Council approval of this MOU, this insurance shall have a thirty (30) day elimination period and, in the event of a qualifying disability, shall pay at a rate of 66⅔percent of the employee's salary up to a maximum salary of Thirty-Seven Hundred Fifty (\$3,750) per month.

1.8 Life Insurance

City agrees to provide life insurance policy equal to two times (2X) annual salary (calculated on base pay) to a maximum of Two Hundred Thousand Dollars (\$200,000) for the term of this Agreement.

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1.9 California Public Employees Retirement System Benefits

The City contracts with California Public Employees' Retirement System (CalPERS) to provide for the following retirement benefits:

- A. Employees Hired On or Before June 30, 2012 – Classic Members – Tier 1
In accordance with the City's contract with CalPERS, employees hired on or before June 30, 2012 and are recognized as "Classic" members by CalPERS are covered by the 2%@55 benefit formula and single highest year compensation formula.
- B. Employees Hired On or After July 1, 2012 – Classic Members – Tier 2
Employees hired on or after July 1, 2012 and are recognized as "Classic" members by CalPERS are covered by the 2%@60 benefit formula and the highest consecutive thirty-six (36) months compensation formula.
- C. PEPRA - New Members
Employees hired after the enactment of the California Public Employees' Pension Reform Act of 2013 ("PEPRA") who are recognized by CalPERS as "New Members" (see below) are covered by the 2@62 benefit formula and the highest consecutive thirty-six (36) months compensation formula.
- D. PEPRA Requirements
The City offers retirement benefits in conformance with PEPRA.
 - 1) "New Members" - For purposes of this section, "New Member" is defined by PEPRA to be any of the following:
 - a) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
 - b) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity as defined by CalPERS regulations.
 - c) An individual who was an active member in a retirement system and who, after a break in service of more than six (6) months, returned to active membership in that system with a new employer.
 - 2) "Classic Members" - For purposes of this section "Classic Member" is defined as a member who does not meet the definition of a "New Member" as defined by PEPRA. Employees who are "Classic Members", as defined above, are eligible to participate in the City retirement program who does not meet the definition of a "New Member" as defined by PEPRA. Employees who are "Classic Members", as defined above, are eligible to participate in the City retirement program as provided for in the City

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contract with CalPERS.

- E. **Additional CalPERS Contract Benefits**
The City has contracted for optional CalPERS benefits, including but not limited to, Credit for Unused Sick Leave Upon Service Retirement, 2% Retirement COLA and the Level III 1959 Survivor Benefit.

Employees should contact Human Resources to determine eligibility for other optional benefits.

- F. **Retirement Benefit Level Determination**
Each employee's benefit level at retirement shall be determined in compliance with CalPERS regulations.

1.7 Employer and Employee-Payments of Employee CalPERS Share

- A. **Employer Payment of Employee Contribution (EPMC)**
The CalPERS Employee contribution portion for Classic employees is seven percent (7%).

These employees currently pay five per cent (5%) of their CalPERS contribution and the City pays the remaining two percent (2%) into CalPERS as a supplemental Employer Paid Member Contribution (EPMC) benefit.

- 1) Effective January 1, 2020 and concurrently with the payment of the two percent (2%) Bargaining Unit COLA provided for in the Salary Section of this MOU, CalPERS "Classic" members shall pay an additional two percent (2%) of their employee contribution for a total of seven percent (7%) of the employee share and the employer shall no longer contribute toward the member's contribution.

The City shall continue to report the amount of Employer Paid Member Contribution EPMC to CalPERS as compensation.

- B. **CalPERS PEPRA members are not eligible for EPMC.**

- 1) **PEPRA- New Member Employee Contributions**
In accordance with PEPRA, "New Members" are required to pay one half of the normal cost, as determined by CalPERS, toward retirement. The current Employee contribution rate is 6.25%.
- 2) **Pre-tax Payment of Employee Contributions**
CalPERS Employee contributions shall be made as pre-tax payments in accordance with IRS Code Section 414h(2).

1.8 Retirement Health Benefits

Employees in this bargaining unit who retire for service under CalPERS after August 1, 1988, shall receive retirement health benefits in accordance with the following:

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- A. Benefits shall be available only to those employees who do not have a comparable plan available from another source, i.e., other employment.
- B. Benefit shall be paid at the retirement health benefit rate for the least costly of the health benefit insurances. The benefit shall cover retired employee and spouse. For those employees hired prior to January 1, 2007, the City shall pay one hundred percent (100%) of the premium prorated based on the percentages shown below.

Retired employees hired on or after January 1, 2007, shall be reimbursed at the same rate as active employees hired on or after January 1, 2007, prorated based on the percentages shown below.

The following schedule shall apply:

Years of Service with City	Percent of Health Ins. to be Paid
0 thru 10 years	0
11 thru 15 years	25%
16 thru 20 years	50%
21 thru 25 years	75%
Over 25 years	100%

- C. Benefit shall terminate upon death of retired employee.

1.9 Deferred Compensation Plan

City agrees to make the Mission Square Deferred Compensation Plan available to all employees assigned to classifications in the Miscellaneous Unit.

Section 2. Compensation and Allowances

2.1 Overtime

The City shall pay overtime at the rate of one and one-half (1½) times the employee's regular rate of pay for all overtime worked above eight (8) hours for a normal work day schedule, and above forty (40) hours for a normal work week schedule. (Normal is described as eight (8) hours per day, five (5) days per week, which occurs during the period of Monday through Sunday.) The City agrees to provide notice of anticipated overtime at the earliest possible time. The following provisions shall apply:

- A. Work Period – The work period for FLSA overtime purposes is Sunday, beginning at 12:01am, through Saturday, ending at 11:59pm. FLSA Overtime is defined as actual hours worked in excess of forty (40) hours in the FLSA work period, and shall apply if time worked is one-tenth (1/10) of an hour or more before or after the normal starting or ending time of the employee's workday.
- B. Work Week

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Overtime shall apply if time worked is on the sixth (6th) day of the employee's normal workweek.

C. Double Time Provision

Overtime shall be paid at the rate of two times (2X) the employee's hourly rate for work performed on the employee's seventh (7th) continuous day of the employee's normal work week, or for work performed by an employee working on Sundays.

D. Overtime and Premium Pay for Work on a Holiday

For work performed on a regularly scheduled holiday, an employee shall receive pay at the rate of time and one-half (1½) for all hours worked on the holiday. In addition to premium pay for work on the holiday, an employee working on the holiday shall receive eight (8) hours of holiday pay as set forth in the next paragraph.

A holiday occurring during the employee's normal workweek shall be compensated at the rate of regular holiday pay (i.e., eight hours) and said time shall count towards fulfillment of the normal forty (40) hour workweek for purposes of applying the overtime provisions as stated above.

Except in instances of emergency call-out, water standby or specialized skill related to equipment operation, all employees in the bargaining unit shall have an equal opportunity to work overtime. Seniority lists shall be established in each department by classification. All overtime hours worked shall be credited to each employee. The employee with the fewest number of overtime hours worked shall have the first overtime opportunity. In the case of equal number of overtime hours worked, the most senior employee shall have the first overtime opportunity.

In the event no employee will voluntarily work offered overtime, the immediate supervisor may, if the situation requires, assign the employee using lowest seniority as a criteria for making such assignment.

2.2 Call-Back

When full-time or regular part-time employees, within the unit, are called back to duty after they have completed their normal work schedule or prior to beginning their normal work schedule, or on their day off, all hours worked during such call-back assignment shall be paid at the rate of one and one-half (1½) times the employee's normal hourly rate. A minimum of two (2) hours pay at the one and one-half (1½) rate prior to or after the normal work shift is guaranteed the employee. Any employee who is requested to perform any duty or work prior to or following his/her standard work period shall be entitled to call-back pay if prior notice has not been given. The callback provision shall apply even though the employee is on the premises of his/her own volition at the time request to work is made.

2.3 Overtime - General

The overtime guarantee of this section shall not apply if the employee has been given

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reasonable notice in advance not to report. Reasonable notice, for the purpose of this section, shall mean the employee is advised by his/her supervisor twenty-four (24) hours prior to the employee's scheduled work start-up time.

2.4 Compensatory Time Off (CTO)

A. Accumulation

An employee may accumulate CTO at the rate of one and one-half (1½) times the hours worked to a maximum of two hundred forty (240) hours. Employees in the unit may use CTO with prior approval by their supervisor.

B. Compensatory Time Off Buy-Back

Upon written request by the employee, the City will buy back CTO. The written request must be submitted to the Finance Department by the tenth (10th) day of the month to be paid on the twenty-third (23rd) paycheck and by the twenty-fifth (25th) day of the month to be paid on the seventh (7th) paycheck.

Only hours which have been accrued prior to the request are eligible for buy-back. Requests for compensatory buy-back shall be limited to one request per employee per month. CTO buy-back will be paid on the employee's regular check and not as a separately issued check.

2.5 Standby Time

For all full-time maintenance classifications within the unit, standby time shall be compensated at seventy-five Dollars (\$75.00) flat rate of pay for each sixteen (16) hours of week standby time; one hundred and fifty Dollars (\$150.00) flat rate of pay for each twenty-four (24) hours of weekend or holiday standby time.

2.6 Mileage and Car Allowance

When an employee within the unit is required to use his/her personal vehicle in the course of City business, the City will reimburse the employee at the mileage rate allowed by the current IRS regulations for all miles driven on City business.

A. Mileage allowance for call-back or required attendance at evening meetings

When full-time or regular part-time employees within the unit are called to duty after they have completed their normal work schedule or prior to beginning their normal work schedule, or are on their day off, they shall be entitled to receive mileage at the rate allowed by the current IRS regulations from their home to their place of work if they live ten (10) or more miles from the City limits. Employees who are required to attend evening meetings as a requirement of their employment shall be entitled to receive mileage at the rate allowed by the current IRS regulations from their home to City Hall or the place of the meeting and return.

2.7 Meal Periods During Unscheduled Overtime and Call-Back Allowance

An employee who has worked for at least two (2) hours, before or after (but not portions of both on the same day) a normal workday of eight (8) hours, shall be entitled to a one-

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half (1/2) hour meal period and a meal allowance. Should another four-hour (4-hour) shift occur, the employee shall receive another one-half (1/2) hour meal period and meal allowance. The meal allowance and the one-half (1/2) hour meal period shall be paid if the employee is unable to take said meal period.

An employee shall receive a one-half (1/2) hour meal period and a meal allowance when unscheduled overtime or the call-back work period is for four (4) or more hours' duration. Meal periods and allowances shall not be applied to scheduled overtime, holidays, or weekends unless the work schedule is such that it does not allow the employee to take a lunch period. If an employee, due to the nature of the work being performed, is not able to take a lunch break, he/she shall be paid for the one-half (1/2) hour which would have represented the lunch break.

If employee is permitted to take a meal period as a part of his/her working hours, meal allowance shall be paid for overtime hours worked, but no additional pay shall be awarded for the time representing the meal period.

In order that overtime shall be designated as scheduled overtime, the employee must be advised by his/her supervisor of the overtime by no later than the conclusion of the normal work schedule of the last working day prior to the overtime shift.

If an employee qualifies for a meal allowance, the amount of the meal allowance shall be Twelve Dollars (\$12).

2.8 Pesticide Spraying Program and Differential

The senior qualified Park Caretaker shall, if it is his/her desire, be appointed as a Designated Spray Person, and shall receive an additional five percent (5%) differential in salary until such time as he/she ceases to be the Designated Spray Person. In order to qualify as Designated Spray Person, an employee must possess a State of California Commercial Certificate and Applicator's Certificates for Category A, B, C, E, and F.

A Designated Spraying Assistant shall be appointed to assist the Designated Spray Person. The Assistant shall possess a State of California Commercial Certificate and Applicator's Certificates for Category B and C, and shall receive a five percent (5%) differential in pay only for those hours actually spent mixing and spraying the requisite chemicals.

Subject to the needs of the City, it may be the decision of management to require additional spraying personnel during certain seasons. Supplemental spraying will be performed by employees who possess Spraying Certificates in Categories B and C. A five percent (5%) differential will be paid to Special Condition Sprayers only during the hours when mixing and spraying of chemicals is actually being performed.

2.9 Sweeper-Operator Differential

Employees who are regularly assigned to operate the City's street sweeper on an on-going basis shall receive an additional five percent (5%) in salary so long as they are regularly assigned this duty. During the absence of the person who is regularly assigned

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to operate the street sweeper, any employee who is assigned to operate the sweeper will receive an additional three percent (3%) above his/her regular salary for those hours which are spent operating the street sweeper.

2.10 Special Pay for Tanker Endorsement

For essential front-line workers who obtain and maintain additional certification in order to perform tanker hauling duties will receive \$100 per month.

2.11 EPA Certification

Employee who obtains and maintain Section 609 MVAC certification in order to perform Refrigerant Recycling, Recovery and Reclamation duties, within the requirements of the Environmental Protection Agency Clear Air Act will receive \$150 per month.

2.12 Shift Differential for Water Treatment Plant Operators

Any Water Treatment Plant Operator who works on the second or third shift at the Water Treatment Plant shall receive a shift differential. The second shift at the Water Treatment Plant shall be defined as a shift commencing at or after 12:30 p.m. Any plant operator who works at least eight (8) hours of the second shift as defined shall receive a flat rate shift differential pay in the amount of Ten Dollars (\$10.00) for that shift.

The third shift shall be defined as a shift commencing at or after 11:00 p.m. Any plant operator who works at least eight (8) hours of the third shift as defined shall receive a flat rate shift differential pay in the amount of Twelve Dollars (\$12.00) for that shift.

Twenty-five cents (\$.25) per hour will be added to each overtime hour worked during the second and third shift as defined.

2.13 Uniform Allowance

Designated classifications of employees within the unit shall be eligible for an annual uniform allowance of Six Hundred Dollars (\$600) to be paid in 24 payments per year, in the amount of \$25.00 per pay period. New employees on probation shall not be required to wear or purchase uniforms. Upon achieving regular status, said employees in designated classifications shall receive their monthly uniform allowance. Designated classifications include:

Park Maintenance Classes
Water Maintenance Classes
Custodian Classes
Equipment Mechanic

Maintenance Classes
Water Treatment Classes
Parking Meter Maintenance Worker

Other job classifications that Public Works Department deems appropriate.

The intent of the uniform allowance program is to provide funds to the employee to purchase a set of uniform shirts and pants to be used during working hours during the fiscal year.

For employees in the Park Maintenance and Street Maintenance Classifications, the uniform shall be orange shirts and dark indigo blue jeans.

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For employees in the Water Treatment Plant, Water Maintenance, Parking Meter Maintenance, and Equipment Mechanics Classifications the uniform shall be blue shirts and dark indigo blue jeans.

For Custodians, the uniform shall be tan/brown button shirts and trousers.

The City seal for all uniform shirts shall be worn on the left shoulder or left side of the chest.

The City will provide a dark blue jacket with the City logo and the first name of the employee on the front of the jacket.

All City employees working in the public street shall be required to wear a City provided, American National Standards Institute (ANSI) approved safety vest appropriate for time of day and work conditions. The only exception will be City provided, ANSI approved, yellow rain gear. Additionally, all employees working in the public street shall be required to wear any other City provided protective equipment and/or safety gear in accordance with Department safety policies.

No clothing except the City uniform, coveralls or rain gear will be worn as outerwear. Other clothing may be worn under the City uniform.

The City shall purchase and replace uniform shirt and/or pants/shorts which have been damaged in the line of duty and which are considered unwearable and/or unrepairable. If serious questions arise regarding a decision to replace or not to replace a uniform, the Public Works Director shall make the final decision after receiving all pertinent information.

The City reserves the right to instruct an employee to clean, repair, or replace a uniform shirt or pants/shorts if the garments are not presentable in the judgment of the appropriate supervisor.

The City reserves the right to apply this provision to other classes within or without the bargaining unit as it deems appropriate. The City may handle part-time and temporary employees differently due to lack of permanency of their individual and collective work assignments.

A. Other City-Provided Gear

For employees in the Field Engineering and Building Inspection classifications, during the term of this MOU, the City shall provide each employee with a total of five (5) polo-styled shirts with the City logo that the employees shall keep available to wear for the purpose of furthering identification as a City employee engaged in official City business. Employees in these classifications are not required to wear uniforms other than appropriate safety gear.

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B. Shorts

The use of shorts shall be permissible as part of the uniform for Corporation Yard and Water Treatment Plant staff. The option of wearing shorts shall not be acceptable when performing duties that expose skin to personal physical risk. These duties shall include, but not be limited to: weed eating, chipping, chain sawing, paving, use of power hand mowers, water service repairs, power edging and spraying or other applications of restricted chemicals. Shorts may be prohibited in work assignments which involve demolition, working in heavily wooded or brush environments or during any emergency response where work environment may be subject to unexpected changes. It shall be the supervisor's discretion to determine other duties where pants, chaps or City provided coveralls are required. Employee may utilize coveralls over authorized shorts to perform prescribed duties herein or specific duties identified by the supervisor. Supervisors and/or management's decisions shall be final.

Shorts are defined as: Tailored shorts with hip and side pockets and belt loops. Short length should be just above the knee. Color shall be navy blue. Blue plaids or blue jean variations are not acceptable. Shorts must maintain the manufacturer's hem (no cut offs or side slits). Shorts determined to be inappropriate due to length, condition, fading or the addition of patches, decals, embroidery or other variations shall be prohibited at the job site.

2.12 Safety Shoe Reimbursement

The City shall provide an annual certified safety shoe reimbursement of Three Hundred dollars (\$300). This allowance will be made available to eligible employees starting in the month of July. Requests for reimbursements, including a copy of the purchase receipt will be submitted no later than June 15. An employee designated by management to wear safety shoes is an eligible employee. In no event will reimbursement request be acted on after June 15.

The City shall pro-rate the safety shoe allowance for new employees based on the following hire dates:

7/1	\$300
7/2-9/30	\$240
10/1-12/31	\$180
1/1-3/31	\$120
4/1-6/15	\$60

Employees presently eligible to receive a shoe allowance to purchase safety shoes will continue to be eligible unless work assignments or job assignments are changed so that safety shoes are not required. This provision will apply to new employees working in the same or related job assignments as present employees performing work necessitating the use of safety shoes.

If safety shoes are damaged in the line of duty, an employee may request management to review the damaged shoe(s) with the possibility of providing some form of monetary adjustment. Each case will be evaluated separately and decision, if any, made on the

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merits.

2.13 Special Safety and Computer Eyeglasses

City agrees to reimburse employees for special prescribed safety, or computer eyeglasses as follows:

Employees who use a computer for a minimum of three (3) hours on a daily basis are eligible for computer use or require prescription lenses for their safety eyeglasses are eligible to receive a cost reimbursement.

The City will provide reimbursement for Safety or computer eyeglasses on the following basis:

Lens only	\$45 single lens/ \$70 bifocal
Glare-reducing tint	\$20
Basic frame	\$35
Total	\$100 single lens/ \$125 bifocal

Employees may upgrade eyeglass frames or add other features at their own expense. City agrees to provide this benefit on a bi-annual basis (every 24 months). Employees should present the bill to Human Resources for reimbursement.

2.14 Operator's License Examination

City will pay for the physical examination of those employees required to obtain or renew Motor Vehicle Operator's Class A and Class B Licenses.

2.15 Fees, Licenses, Certifications

City agrees to continue to pay or reimburse employees for job related fees, licenses, and certifications during the term of this Agreement.

2.16 Longevity Pay

Upon completion of fifteen (15) years of full-time service, each employee in the unit shall receive a two percent (2%) increase in salary.

2.17 Bilingual Pay

City agrees to pay bilingual pay in the amount of \$150.00 per month, \$75 per pay period, for one language and \$250.00, \$125 per pay period for two or more languages. American Sign Language (ASL) shall be included in the definition of a language. The City shall determine the languages eligible for bilingual pay.

Employees certified by the 15th of the month will be paid on the 1st of the month. Employees certified after the 15th of the month will be paid on the 1st of the following month.

The determination of who is qualified to receive the bilingual pay shall be based on the following:

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- Employees requesting to be considered for bilingual pay must submit a written request to Human Resources. The request must state the qualifying language (including sign language).
- Upon receipt of the request, Human Resources shall arrange for an examination to be given by a qualified person(s) to certify if the employee is qualified.
- If the employee successfully completes the examination, Human Resources staff shall prepare the appropriate Personnel Action Form to initiate bilingual pay.
- Those employees who do not pass the testing procedure may submit a request to be re-tested after three (3) months.

2.18 Water System Educational Incentive

Water Distribution Certification – 2.5% differential above base pay if employee obtains certification of D-2; 5% for D-3. Employees shall be eligible for the differential pay if they have either been assigned to or if the City has a reasonable expectation that the employee could be called upon to perform duties for which this certification would apply. Possible assignments could include assignment of the individual to a pertinent job function, such as a position on the Public Works Water Crew:

Inspector Classes (Building and Construction)
Maintenance Classes
Meter Service Worker Classes
Instrument Technician Class
Sr. Instrument/Maintenance Technician Class
Water Treatment Plant Operator Classes
Water Treatment Plant Operations Supervisor

Water Treatment Certification – 5% differential above base pay if employee obtains certifications above job classification requirements. The following job classification shall be eligible for this differential pay:

Water Treatment Plant Operator Classes (T-5)
Water Treatment Plant Operations Supervisor (T-5)
Instrument Technician Class (T-3 or above)
Sr. Instrument/Maintenance Technician Class (T3 or above)

Employees shall maintain the appropriate level of certification in order to receive the differential pay.

2.19 Water System Certification Premium Pay

A. Laboratory Director

With accreditation of Environmental Laboratory Accreditation Program (ELAP), an employee serving as the Laboratory Director shall receive 7% above base

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pay. The assignment shall be made available on an equal basis to all eligible employees and rotated every two (2) years concurrent with laboratory certification renewal from the State. The following job classifications shall be eligible for this differential pay:

Water Treatment Plant Operator Classes
Water Treatment Plant Operations Supervisor

- B. Cross Contamination Backflow Specialist Pay
City shall pay one employee at a time in the Meter Repair Worker classification certification pay of One Hundred Dollars (\$100.00) per month for performing cross contamination specialist duties.

2.20 Education Incentive Pay

- A. Education Degree Pay
City shall pay an employee who attains an AA degree One Hundred Fifty (\$150.00) per month and City shall pay an employee who attains a BA or BS degree Two Hundred Dollars (\$200.00) per month. Employees are not eligible to receive such educational incentive pay if the named degree is a minimum qualifications requirement for the position.
- B. Special Class Driver's License Pay
City shall pay employees who acquire a Class "A" Driver's license that is not a minimum qualifications requirement for the position, One Hundred Seventy-Five Dollars (\$175.00) per month.
- C. Qualified Spray Applicator License Pay
Effective February 1, 2019, the City will pay two and a half percent (2.5%) of base pay for possession of qualified spray applicator license ('Laws and Regs'- Category B and Category C. The additional two and a half percent (2.5%) special pay will not be applied to classifications for which the spray applicator's license is a job requirement.

2.21 Cell Phone Stipend

The City will provide a cell phone stipend reimbursement of \$45/mo for the use of personal cell phone for City business on a regular basis.

2.22 Social Security Conversion

Effective February 1, 2019, the City will increase each bargaining unit members' base salary wage by six and two tenths of a percent (6.2%) concurrently with the member continuing to assume the six and two tenths of a percent 6.2% employee contribution toward social security.

ARTICLE 7

HOURS

Section 1. Standard Work Week, Day, and Hours

1.1 Standard Work Week Defined

The standard work week shall be from 12:01 a.m., Monday through 12:00 midnight, Sunday. The standard workday for full-time employees shall be eight (8) consecutive hours (which may be interrupted by a lunch period described in Article 7, Section 1.4(b) below) to be worked within five (5) consecutive workdays. The five (5) consecutive workdays may fall within two work weeks; however, the total number of hours worked in one standard work week shall be forty (40) hours.

1.2 Standard Workday Defined

It is the policy of the City of Martinez that the hours of operation of the City shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, except on those days which are observed as a holiday or non-workday.

The normal hours of work for employees assigned to the corporation yard shall ordinarily be from 7:00 a.m. until 3:30 p.m. The City shall have the right to schedule shifts outside of these hours based upon the business needs of the City.

1.3 Rest Periods Between Shifts

Absent urgency conditions, City will grant ten (10) hours rest period between shift changes. If the ten (10) hours rest extends into the employee's regularly scheduled workday, City agrees to pay for hours which constitute the non-worked hours between the ten (10) hours rest period and the start-up time for the employee's regular shift.

1.4 Breaks and Lunch Period

- A. It shall be the practice of the City to allow one fifteen (15) minute relief break within each four (4) hour work period. No additional travel time shall be permitted and relief break time may not be accumulated.
- B. Duration of lunch period shall be a minimum of thirty (30) minutes and a maximum of sixty (60) minutes, based on mutual agreement between employee and supervisor.
- C. Public Works Maintenance employees and Park Crews may, when working in the field, leave the work site five (5) minutes prior to the normal lunch period for travel to the Corporation Yard. Such employees must have returned to the work site within five (5) minutes after the close of the normal lunch period. City vehicles may not be taken home or to a restaurant during the lunch period.

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1.5 Flex Time Programs

Department Directors shall endeavor to meet the desires of employees to provide flextime for hours worked in a normal workday. For most departments, the standard work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, with a one-hour lunch period from 12:00 to 1:00 p.m.

Participating Department Directors shall establish core working hours within the standard workday in order to serve the public and the needs of other departments. Core hours shall be no later than 9:00 a.m. and no earlier than 3:00 p.m. with a minimum lunch break of one-half ($\frac{1}{2}$) hour. Any requests for flextime shall incorporate working the core hours with hours prior to and after the core period being considered for flex time.

Section 2. Exceptions to the Standard Work Week and Hours

2.1 Water Treatment Plant Operators Schedule

A. Standard Workday – Work week. For Water Treatment Plant Operator classifications the regular work day will be eight (8) hours per day five (5) days per week. The work week shall begin at 12:01 am each Sunday and end at 12:00 midnight each Saturday.

B. Scheduling. Day shift shall start between 6 am and 7 am and end between 2 pm and 3 pm. Swing shift shall start between 2 pm and 3 pm and end between 10 pm and 11 pm. Graveyard shift shall start between 10 pm and 11 pm and end between 6 am and 7 am. Determination of start time will be made by the Water Superintendent and two (2) weeks' notice will be given to affected employees prior to any change in start times except by agreement of all parties.

All shifts shall be shared equally by all qualified operators assigned to the Water Treatment Plant. The exceptions to this being the Water Operations Supervisor and then, in succession, the Water Treatment Plant Operator II. These operators would both work a standard week, Monday to Friday, when not needed for plant operations. In the case of more than one Water Treatment Plant Operator II, experience and certification, as well as seniority, will be considered by the Water Superintendent when assigning schedules. Water Treatment Plant shift operators must be in accordance with CDPH Regulations.

C. Non-standard Workday - Work Week. For Water Treatment Plant Operators operating the water plant the regular workday will be ten (10) hours per day four (4) days per week. Water Treatment Plant Operators not operating the water plant shall work a standard work week. The work week shall begin at 3:00 am each Sunday and end at 2:59 am each Sunday.

D. Scheduling. Day shift shall start between 5 am and 7 am and end between 3 pm and 5 pm. Swing shift shall start between 12:30 pm and 5 pm and end between 10:30 pm and 3 am. Determination of start time will be made by the Water Superintendent and two (2) weeks' notice will be given to affected employees

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prior to any change in start times except by agreement of all parties.

All shifts shall be shared equally by all qualified operators assigned to the Water Treatment Plant. The exceptions to this being the Water Operations Supervisor and then, in succession, the Water Treatment Plant Operator II. These operators would both work a standard week, Monday to Friday, when not needed for plant operations. In the case of more than one Water Treatment Plant Operator II, experience and certification, as well as seniority, will be considered by the Water Superintendent when assigning schedules. Water Treatment Plant shift operators must be in accordance with CDPH Regulations.

- E. Compensation. Overtime will commence for those Water Treatment Plant Operators working the ten (10) hour day, four (4) day week after they have worked over ten (10) hours a day or more than four (4) days a week, constituting a 40-hour week. An exception to the ten-hour day may be granted (up to 2 additional hours) to make-up the balance of an eight-hour holiday. Overtime will not be paid when making up for a holiday period.

There will be no additional salary compensation or benefits for those Water Treatment Plant Operators working the ten (10) hour day, four (4) day work week.

- F. Holidays. When a holiday occurs while the Water Treatment Plant Operators are working the ten (10) hour day, four (4) day work week, the employee who is regularly scheduled to work that day will fulfill his/her regular shift. Only eight of the ten hours worked will be paid at the holiday rate of 2-1/2 times the employee's hourly rate and the remaining two (2) hours worked will be paid at straight time of the employee's regular rate. In the event a holiday occurs on a day which is a regularly scheduled day off, the holiday will be observed on the day preceding the first day off or the day following the last day off. In the event a holiday occurs on the middle day of an employee's three days off when on the ten hours a day, four-day work week program, the holiday shall be observed on the day preceding the first day off. Eight (8) hours of the day will be paid at the employee's regular hourly rate of pay, and the remaining two hours will be charged to vacation, against accumulated compensatory time, as a deduction from the employee's monthly salary or may with Department approval make-up the balance of time (one or two hours per day) during the same Fair Labor Standards act work week that has been set for that employee.

- G. Termination of Exceptions to Standard Work Week Program. If a program which provides for an exception to the standard work week proves unsatisfactory for any reason to the City or the majority of the employees working under the non-standard work week procedure, the scheduled program will be discontinued after a fourteen (14) day written notice to the other party. Prior to initiation of the fourteen-day written notice being issued by either party, a meeting will be called by the party or parties wishing the program to be discontinued. City agrees to meet and confer with Union prior to implementation of the "Exception to Standard

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Work Week Program" during the term of this contract.

ARTICLE 8

HOLIDAYS AND LEAVES

Section 1. Holiday Leave

Employees within the bargaining unit shall observe the following holidays:

Martin Luther King's Birthday	3rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve (1/2day)	December 24
Christmas Day	December 25
New Year's Eve	December 31
New Year's Day	January 1

The City will continue the practice of City Hall closure and suspension of non-essential City functions for the period Christmas Eve (PM for one-half day) through New Year's Day holidays. Effective January 1, 2013, these holiday closure days will no longer be designated as holidays except as indicated above. The remaining closure days will be designated as additional float days. The additional floating holidays shall be granted to employees on the December 23rd paycheck.

In addition to the above schedule, City shall observe every day appointed by the President or Governor as a public holiday, subject to the approval of the City Council.

City of Martinez shall observe all holidays as provided for above. In the event a holiday falls on a weekend day, the holiday will be observed on the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday. In the event a holiday falls on a regularly scheduled day off, the holiday will be observed on the date preceding the first day off, or the day following the second day off.

If Christmas falls on Saturday, the holiday shall be observed on the preceding Friday, and the one-half day for Christmas Eve shall be taken on the preceding Thursday. If Christmas or Christmas Eve falls on Sunday, the one-half day for Christmas Eve shall be observed on the

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preceding Friday.

1.1 Floating Holidays

In addition to the holidays listed above, employees within the Unit shall have an additional six (6) floating holidays which can be taken at their discretion with the prior approval of their supervisor. Floating holidays may be used in conjunction with other holidays, vacation and compensatory time off. In the event of conflicts, seniority rights shall prevail. The floating holidays, if not used, can be carried over to subsequent years.

An exception to the above applies to new employees, and the following floating holiday pro-ration shall apply to employees who are hired after June 30 of each ensuing year;

<u>If Hired Between</u>	<u>Hrs. Granted For Year</u>
7/1	48 Hours
7/2-9/30	36 Hours
10/1-12/31	24 Hours
1/1-3/31	12 Hours
4/1-6/30	0 Hours

Section 2. Vacation Leave

2.1 Vacation Schedule

Vacation leave shall be accrued according to the following schedule. A full-time permanent or part-time permanent employee is eligible to request vacation leave after six full months of continuous service.

0 through 4 years of service -
Accrue vacation at the rate of 12 workdays per year

Beginning with the 5th year through the 9th year of service -
Accrue vacation at the rate of 17 workdays per year

Beginning with the 10th year through the 14th year of service -
Accrue vacation at the rate of 20 workdays per year

Beginning with the 15th year through the 19th year of service -
Accrue vacation at the rate of 22 workdays per year

Beginning with the 20th year of service and above -
Accrue vacation at the rate of 25 workdays per year

Vacation benefits may be accrued up to a maximum balance equivalent to thirty (30) times their current rate of monthly earnings. No additional vacation earnings will be accrued beyond the maximum balance. An employee shall be given at least one (1) months' notice, prior to losing any vacation days due to exceeding their maximum accumulation rate. City will notify employees of approaching maximum accrual limit at

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twenty (20) hours below the cap. Employees shall be provided notice no more than twice regarding the impending cap. Request for vacation time off or buy-back, at the City's discretion shall be honored by City to prevent loss of benefit. Employee's choice shall be honored whenever possible.

Employees who are absent without pay for any reason for more than eighty (80) hours during a calendar month do not earn vacation benefits for that month. Employees shall receive cash payment for unused vacation earnings at their current salary rate at the time of separation or upon the start of an extended leave from City employment.

Preference shall be given to the most senior employee within each division within the unit when establishing vacation schedules without regard to class.

2.2 Advance Vacation Paychecks

City agrees to provide permanent employees with advance paychecks as follows:

- A. If a payday occurs during the employee's scheduled vacation, City will advance the employee a check in the amount which he/she would receive on his/her regular paycheck. Earned overtime and allowances will not appear on the advance vacation check and will become part of the next regular paycheck, which normally pays overtime and withholds deductions, etc.
- B. Request for advance vacation paycheck must be in writing and must be presented to the Finance Department at least five (5) working days prior to the date the check is requested.

2.3 Vacation Buy-Back

Upon written request by the employee, the City will buy back vacation hours provided the employee has taken forty (40) hours of vacation during the twelve (12) months prior to the date of request. The written request for vacation buy-back must be submitted to the Finance Department by the tenth (10th) day of the month to be paid on the twenty-third (23rd) paycheck and by the twenty-fifth (25th) day of the month to be paid on the seventh (7th) paycheck.

Only hours which have been accrued prior to the request are eligible for buy-back. Requests for vacation buy-back shall be limited to two (2) requests per employee per fiscal year.

Section 3. Sick Leave

3.1 Sick Leave Accrual Rate

All full-time employees of the Unit shall receive sick leave benefits at the rate of four (4) hours per pay period of completed service with the City. Employees who are absent without pay for any reason for more than eighty (80) hours during a calendar month do not earn sick leave benefits for that month. Regular part-time employees shall receive sick leave credit on a pro-rated basis determined by the actual hours worked in relationship to full-time employment.

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3.2 Sick Leave Usage

- A. An employee may use sick leave accruals because of illness or injury to employee or a family member. Employee may also use sick leave for medical and dental diagnosis, care, or treatment, of an existing health condition or preventive care for themselves or their family member.
- B. For purposes of this Section, family member shall be defined as:
- A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the Employee stands in loco parentis, regardless of the age of the dependency status);
 - A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child;
 - A spouse/registered domestic partner
 - A grandparent;
 - A grandchild;
 - A sibling;
 - Other persons living within the employee's household.
- C. An employee may request use of sick leave as an extension of bereavement leave, subject to the approval of the employee's supervisor. Such approval shall not be unreasonably denied.
- D. Use of available sick accruals is also allowed for relief or services for an Employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code section 230(c) and Labor Code section 230,1(a). With appropriate certification, such services include:
- To seek a temporary restraining order or restraining order
 - To seek other injunctive relief to help ensure the health, safety or welfare of themselves or their children
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation

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3.3 Limitations and Requirements of Sick Leave Usage

Sick leave shall not be considered as an annual leave which an employee may use at his/her discretion, but shall be allowed only in the case of necessity as provided herein. A supervisor may require a physician's certificate for any amount of absence if there is an identified pattern of sick leave absence. Prior to determining there is a possible pattern of sick leave abuse, the supervisor will meet with the employee to discuss and assist, as may be practicable, with any problems that may be impacting the employee's use of sick leave.

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or the Personnel Officer prior to, or within four (4) hours after the time set for beginning his/her daily duties, or as may be specified by the Head of the Department. When absence is more than two (2) working days, the employee is required to file a Physician's Certificate or a Personal Affidavit with the Personnel Officer stating the cause of the absence.

When absence is more than three (3) working days, a Physician's Certificate shall be required.

3.4 Sick Leave Conversions

The accrual of sick leave benefits is unlimited. Each employee may, however, convert accumulated sick leave in excess of one hundred fifty (150) hours at the rate of twenty-five percent (25%); i.e., four (4) hours of sick leave may be exchanged for one (1) hour of vacation.

3.5 Sick Leave Bonus

Employees within the Unit who use thirty-two (32) hours or less in sick leave each year during the term of this contract shall be awarded eight (8) hours of time off as a float each year.

Section 4. Miscellaneous Leaves

4.1 Bereavement Leave

All full-time employees of the Unit shall be eligible to receive bereavement leave of four (4) days/ shifts in each instance of death to attend the funeral/memorial service or make emergency family arrangements in the case of a death in the immediate family.

Immediate family shall include spouse/domestic partner, mother, father, sister, brother, children, father-in-law, mother-in-law, stepchild, stepfather, stepmother, aunt, uncle, grandfather, grandmother and grandchildren of the employee, and all persons living as a member of the family of such employee.

In the event of the death of either a brother-in-law or sister-in-law, the employee shall be eligible for two (2) days /shifts of bereavement leave.

Employees may be permitted three (3) additional days/ shifts for bereavement leave under extremely difficult or emergency conditions. Any bereavement leave beyond the

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number of days/ shifts set forth in paragraph one of this section shall be given at the discretion of the Department Director. Employees may be permitted to use sick leave, CTO, and vacation leave in conjunction with bereavement leave, if necessary.

4.2 Personal Necessity Leave

One day (8 hours) per year of sick leave may be used as personal necessity leave by employees within the Unit. Use of this leave shall be in a minimum of four-hour increments to a total of eight (8) hours within a contract year (July 1st through June 30th).

4.3 Military Leave

Military leave shall be granted in accordance with the Military and Veterans Code of the State of California and as amended. All employees entitled to military leave shall be given such leave by the Department Head within such limits as the appropriate military regulations may determine which such leave may be taken.

4.4 Court Appearances

A. Employees are occasionally required, by subpoena or otherwise, to be present at court proceedings in connection with their City employment. Such appearance shall be in full duty status.

B. Employees appearing as required by subpoena or otherwise, not in connection with City employment, shall be required to do so at their own expense or by utilizing vacation leave, compensatory time, personal necessity leave, or leave without pay.

4.5 Jury Duty

A. All employees, except temporary employees, who receive a notice to appear for jury duty or to report to be considered for jury duty, shall be entitled to absent themselves from their municipal employment for the period of time required to serve.

No deduction shall be made from the salary of an employee for time absent while being interviewed for jury duty or while on jury duty, except that all jury fees shall be remitted to the City. Employees absent from work for jury duty shall attach the court-issued jury duty certification to their timecard.

B. Travel, parking, and meal allowances granted by the court shall be retained by the employee.

C. Upon receipt of notice to appear for an interview or for jury duty, the employee shall immediately advise his/her Department Head, in writing, of the time and place he/she is required to appear for such purpose. This information shall be on a personnel action form and shall be processed in the same manner as a leave request. Jury fees shall be remitted directly to the City or an equal amount deducted from the employee's salary.

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4.6 Leaves of Absence without Pay

The City Manager may grant a regular employee a leave of absence without pay not to exceed six (6) months. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be in writing and signed by the appointing authority and a copy filed with the Personnel Officer. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration or within a reasonable time after notice of return to duty issued by the City shall constitute abandonment of the position. The City shall separate the employee from employment status as a constructive resignation.

All benefits and sick leave accruals shall cease during the duration of the leave of absence. Upon reinstatement, the employee shall be credited with any accruals that were accrued prior to taking the leave of absence without pay. An employee may pay to the City the full amount of the health and insurance plans during the leave of absence if he/she desires continued coverage, and if the provisions of the contract with provider permit such continued coverage.

4.7 Extended Unpaid Sick Leave

The City Manager may grant a regular employee leave of absence without pay due to illness or injury which is non-job related for a period of twelve (12) months and may extend such leave of absence for an additional six (6) months. After the twelve (12) or eighteen (18) months have expired, and the employee still has not returned to his/her regular position, the position may be filled by another employee. Upon expiration of either the twelve (12) or eighteen (18) months, it will be the City Manager's option to terminate the employee if the employee is unable to return to work at that time. If terminated, the employee shall be placed on the City's reemployment (disability) list, providing that the employee is still able to satisfactorily meet the physical requirements of his/her classification. The same provisions regarding benefits and accruals as outlined in Subsection relating to Leaves of Absence without Pay shall apply.

4.8 Catastrophic Leave Policy

City agrees to implement a plan wherein employees of the City may donate portions of their vacation, floating holidays and CTO accumulations to other City employees who have suffered catastrophic illnesses or injuries. An employee may not donate hours if it will result in less than sixty (60) hours of vacation balance. Such donations shall be considered as time worked for the benefitted employee for the purposes of benefit payments as outlined in the Sick Leave provisions of this MOU.

Section 5. On-the-Job Injury

When an employee is off work as the result of an injury or illness which qualifies for Workers' Compensation Insurance, the City shall continue his/her pay in the amount of his/her monthly rate for up to, but no longer than, sixty (60) calendar days. The City shall only pay that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Workers' Compensation

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Insurance carrier. Such pay shall be considered on-the-job injury leave and shall not be charged to sick leave.

Section 6. Maternity Leave

Employees in this bargaining unit may take leave for maternity and child bonding in accordance with the City's policy implementing the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). It is the intent of the City for its policies to comply with both the federal FMLA and the State CFRA.

Probation periods shall be extended for the term of any leave.

Section 7. Voluntary Time Off Without Pay Policy

The VTO Program allows regular full-time employees, with the written approval of the City, to trade salary for additional time off with the choice of the five (5) percentages below:

- A. 1% Plan 1% less in salary gives an employee an additional 20.8 leave hours per year. 2.6 days off per year.
- B. 2% Plan 2% less in salary gives an employee an additional 41.6 leave hours per year. 5.2 days off per year.
- C. 5% Plan 5% less in salary gives an employee an additional 104.0 leave hours per year. 13.0 days off per year.
- D. 10% Plan 10% less in salary gives an employee an additional 208.0 leave hours per year. 26.0 days off per year.

The City will provide health, dental, LTD, and life insurance at current agreed upon amounts. Sick leave will accrue at full time rate. The City will report to PERS. the reduced rate of compensation. Leave hours will be held separate and cannot be converted to cash at a later date. Scheduling of time off must be approved by the Department Head.

ARTICLE 9

ACTING APPOINTMENT POLICY

The following is the City's policy regarding acting status appointments to City positions:

Section 1. Definition

An acting status is when an employee is formally appointed to perform the duties of a temporarily vacated, newly created, or temporarily created full-time position of a higher salary and job responsibility level than that currently held by the employee being assigned to acting

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status.

Section 2. Acting Status Pay Provisions

When an employee is formally assigned to serve in an acting capacity, the employee will receive acting pay for all hours worked and shall continue until the assignment is terminated. However, in no case shall acting status be extended beyond five (5) working days without approval from the City Manager or his designee. All formal acting pay assignments shall be in writing with a copy given to the employee.

Section 3. Policies and Procedures

- A. An employee may be appointed to serve in an acting capacity if, in the opinion of Management, the employee is qualified to perform the duties of the higher classification and meets the minimum qualifications of the job description. If there are no employees meeting the minimum qualifications for acting appointment, Management may appoint an employee within the department to the acting position.
- B. Acting appointments may be made only to fulfill the responsibilities of the position until such time as an appropriate selection procedure is held and a permanent appointment is made, or until such time as the incumbent has returned to duty or upon termination of a temporary project.
- C. Acting appointments may not be extended for a period greater than ninety (90) days without special approval of the City Manager.
- D. Acting appointments may not be made in excess of budgeted funds without approval of the City Council.
- E. Upon formal assignment of acting status by the appropriate management representative, an employee will begin to earn a salary which is equal to Step 1 of the salary assigned to the class for which an acting status has been made. However, the employee shall receive at least five percent (5%) above the employee's present salary.
- F. While working in an acting capacity, employees will continue to accrue and have recorded general, special, or normal salary step increases in the employee's regular position. However, such salary increase will only be paid to maintain a minimum five percent (5%) differential above the salary to which the employee is entitled in their permanent position.
- G. The City Manager reserves the right to conduct hearings upon the request of either the Union, employee, and/or management representative, to review any alleged abuse or complaint about the administration of the contents or intent of this policy and/or procedure. Said hearing shall be held in an attempt to resolve any differences between the interested parties or to clarify the meanings and/or intent of the language contained herein.

ARTICLE 10

PROMOTIONAL RECRUITMENT AND APPLICATIONS

Section 1. Recruitment

The Personnel Officer shall prepare an official bulletin announcing any proposed promotional examinations for positions within the bargaining unit. The notice shall be posted in public view in the City Hall and other work locations for at least ten (10) working days prior to the closing date for receipt of applications. Suitable and effective methods of distributing information relative to job openings and securing the most qualified candidates available for competition shall be practiced. The examination bulletin shall contain pertinent information of importance in consideration of potential applicants.

Section 2. Applications

Official application forms or job interest forms shall be available in Human Resources. Any person who requests an application or job interest form shall be given one.

2.1 Filing of Applications

All interested employees must file an application on or before the closing date as posted in the recruitment notice.

2.2 Incomplete Applications

Incomplete applications must be returned to the applicant for additional information and/or completion. Applicants will have one opportunity to submit a revised application. Revised applications should be resubmitted to the Personnel Officer within three (3) days after they are returned to applicant. Acceptance in this case will be based on said application being initially received on or before the previously announced final date for filing of such applications.

2.3 Eligibility

Any employee having regular status in the classified service shall be eligible to compete on a promotional basis in the promotional examinations, provided such employee meets the requirements of the classification for which the examination is held.

Section 3. Disqualification of Applicants

The Personnel Officer may disqualify any applicant if the applicant fails to meet the minimum qualifications for the position, either before or after examination for any of the following causes:

- A. The applicant is substantially lacking in any of the qualifications or requirements set forth in the class specification or job announcement.
- B. The applicant is physically unfit for the performance of the duties of the position to which the applicant seeks appointment.

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- C. The applicant has made any false statement or omission of any significant material fact, or practiced or attempted to practice, any deception or fraud in his/her application.

Section 4. Notice of Rejection

Whenever an application is rejected, notice of such rejection shall be mailed to the last known address of the applicant by the Personnel Officer who shall, upon applicant's request, state the reasons for such rejection. Any disqualified applicant may appeal such action to the Commission pursuant to the appeal procedure.

ARTICLE 11

PROMOTIONAL EXAMINATIONS

Section 1. Promotional Examinations

It shall be the policy of the City to encourage the general practice of promoting from within the bargaining unit whenever a fully qualified candidate is available and such policy will continue to contribute to a sound and efficient operating City organization. In the event the Personnel Officer determines that open competition is in the best interest of the City, an open examination may be scheduled after notifying the Union. The Union may appeal the decision to hold an open examination for up to ten (10) business days from the date of notification. Such determination on the part of the Personnel Officer is subject to appeal to the Commission.

Section 2. Responsibility

The Personnel Officer shall be responsible for the conduct of examinations for the classes of positions within the bargaining unit. The Personnel Officer shall determine the type of examination to be required. The City Council may, upon recommendation of the Personnel Officer, contract with any responsible personnel agency for the performance by that agency of such examining services as may be desired. Any employee or group of employees may appeal the type and method of examination being required to the Commission.

Section 3. Need for Examination

The Personnel Officer shall schedule examinations as necessary. If there is a vacancy or one is anticipated, or if a temporary appointment is made, an examination will be conducted as soon as possible to establish an eligibility list.

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Section 4. Subject and Methods of Examination

4.1 Examination Content.

The examination content shall be based on the class specification. The candidates may be examined by any one or a combination of the following listed techniques:

- A. Written
- B. Training and experience
- C. Oral
- D. Performance

4.2 Physical Examination

The Personnel Officer may require promotional candidates to take a physical examination by a licensed physician authorized by the City and at the expense of the City.

4.3 Combined Examination Results

In the event more than one examination technique is utilized, the announcement of examination shall specify the techniques to be used and how the scores from each technique will be used to determine the final rating.

Section 5. Review by Candidates of Written Tests and Answers

5.1 Inspection of Test Booklet

For a period of five (5) working days immediately following the date of posting of examination scores, candidates may inspect a keyed copy of the examination and answers and may submit written protest to the Personnel Officer on any items or parts of the examination, provided that the contractual agreement with the agency supplying the written examination permits.

5.2 Conditions

Inspection shall be at such time and place under such conditions of supervision as the Personnel Officer may require.

5.3 Item Protests

Within five (5) working days of the announcement of the examination results, a candidate may submit a written protest or objection to any item in the examination to the Personnel Officer.

5.4 Determination of Item Protests

Upon the receipt of test or item protests, the Personnel Officer shall commence to review the basis for the protest, consulting with such authorities as appropriate and make a determination that the item shall stand, be eliminated from the test, or that it be modified and the test shall be scored or re-scored accordingly. In any case, the protestants shall be notified of the Personnel Officer's decision.

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5.5 Appeals

Within five (5) working days after being notified of the Personnel Officer's decision, candidates may appeal the Personnel Officer's decision on protested items to the Commission. The Commission's decision is final and not subject to further review.

Section 6. Oral Interview

In examinations where appropriate, the education, experience, skills, personal qualifications and other pertinent information about the candidate may be evaluated by an oral interview board. If possible, at least one of the members shall be technically familiar with the character of the work in the position for which the candidates will be examined.

Section 7. Rating

Examinations, regardless of what method used, shall be rated on a Pass/Fail basis. Those candidates that have been successfully passed shall be ranked according to seniority on the appropriate eligibility lists.

Section 8. Notice of Examination Results

Each candidate in an examination shall be sent written notice to the last known address giving the results of such examination, if successful or if failed. The candidate shall be advised of their ranking.

ARTICLE 12

ESTABLISHMENT AND USE OF PROMOTIONAL ELIGIBILITY LIST

Section 1. Duration of Eligibility List

Promotional eligibility lists shall be established as a result of examinations as provided in this Memorandum of Understanding. Such lists shall become effective upon the certification of the Personnel Officer and shall continue to be effective for a period of one (1) year from the date of establishment, unless terminated or extended for up to one (1) year by the Personnel Officer. Such determination on the Personnel Officer's part to terminate or extend an eligibility list may be appealed to the Commission.

Section 2. Removal of Names from Promotional Eligibility List

The Personnel Officer may remove the name of any eligible from a promotional eligibility list for any of the following reasons:

- A. Disqualification as stipulated in Article 10, Section 3 of this Memorandum of Understanding.
- B. Upon receipt of a written statement from the eligible requesting his/her name be

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removed from the eligibility list.

- C. If three offers of appointment, in the class for which the eligibility list was established, have been declined by the eligible.
- D. If an eligible on a promotion eligibility list resigns from the City service or is dismissed for cause, the eligible's name shall automatically be dropped from such list. If an eligible is re-employed within one (1) year, his/her name shall be restored to any still existing promotional eligibility list that he/she was on prior to resigning, but shall be placed at the last of the list.

Section 3. Request to Fill Vacancies

Whenever a position in the Classified Service is to be filled, the Department Head shall notify the Personnel Officer and make a request for the certification of eligibles and provide such information as required. The Personnel Officer shall advise the Department Head as to the availability of persons for appointment to the position and shall submit a maximum of three names from the top of the list.

ARTICLE 13

APPOINTMENTS

Section 1. Employment Status

An employee appointed to a position in the Classified Service shall earn regular status in a class only if the employee has been selected from an appropriate list and successfully completes the designated probationary period.

1.1 Promotion of an Employee

The appointment of any employee in a class which has a higher maximum salary than the employee's present position constitutes a promotion. Such an appointment to a position in the Classified Service shall be made from an eligibility list established for the class with a higher maximum salary. If no appropriate list exists, then a temporary appointment may be made until such list is established.

1.2 Probationary Periods

Any person appointed or promoted to a regular position in the classified service assigned to the bargaining unit shall be placed upon probation for a period of six (6) months with the following exception: In the event a clerical employee is promoted from one classification to a higher classification, the City may permit a clerical employee to serve a three (3) month probation period rather than a standard six (6) month probation period. This practice shall be permitted only under extraordinary conditions. With the approval of the City Manager and upon written notice to the probationary employee, the probationary period may be extended up to three (3) months for those on a six (6)

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month probationary period. The probation period shall be considered a part of the examination and selection process. Leaves of absence or assignments out of the class in a lower classification totaling more than thirty (30) calendar days for any reason, shall not be counted for completion of the probationary period. During the probationary period the employee may be rejected from the promotional appointment by the appointing authority, subject to review and approval of the City Manager.

The probationary period for Water Treatment Operator In Training (WTOIT) shall be up to eighteen (18) months) in duration. Further, appointment to the regular position of Water treatment Operator I from the WTOIT position is contingent on passing a Grade-3 Water Treatment Operator exam conducted by the State of California prior to expiration of the probationary period.

Section 2. Probationary Evaluation

2.1 Probationary Evaluation

Employees assigned to positions that have a six (6) month probationary period as outlined in Section 2 above are to be evaluated at the end of the third month and fifth month. Such evaluations shall be furnished by the appropriate Department Head to the Personnel Officer on an approved Performance Evaluation Report form. The evaluation is to indicate the progress, capacity and suitability of the probationary employee.

2.2 Recommendation Prior to Completion of Probationary Period

In the final performance evaluation of the designated probationary period (end of the fifth month) the appointing authority shall furnish the Personnel Officer a recommendation as to whether the probationary employee has been satisfactory and to be considered for regular appointment in the class. If the probationary employee is recommended for a regular appointment to the class, the Department Head shall indicate the effective date on the form specified by the Personnel Officer; otherwise, the Department Head is to effect the demotion of the probationary employee. If the Department Head has not provided the Personnel Officer with a favorable recommendation by the beginning of the final month of the designated probationary period, the Personnel Officer shall notify the probationary employee of pending demotion unless performance has improved satisfactorily during the last thirty (30) days or that the probationary period may be extended. If recommendation is made for demotion of the probationary employee by the Department Head, a written report of the reasons for said action shall be furnished to the Personnel Officer.

Section 3. Status of Employee Following Promotion

An employee who has been promoted and successfully completes the designated probationary period gains regular status in the new class and gives up regular status in the former class. An employee who does not successfully complete the probationary period will be returned to the position and status held prior to the promotion to the higher class regardless if the promotion was to a class outside the bargaining unit or not.

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Section 4. Transfer or Reassignment of an Employee

4.1 Employee Transfer Requests

An employee may file a request for transfer to a position in the same department or a different department. Such request shall automatically terminate on July 1 of each year unless renewed by the employee. Such request for transfer shall be considered prior to filling a vacancy in that position.

4.2 Transfer or Reassignment by Appointing Authority

An employee may be transferred or reassigned by the appointing authority from one position to another position in the same class; or, with the approval of the Personnel Officer, to a comparable class for which they possess the minimum qualifications at the same salary level.

If such transfer or reassignment involves a change from the jurisdiction of one appointing authority to that of another, both must consent. When no mutual consent is achieved, the Personnel Officer shall review the matter and make the final decision, except if the City Council shall order the transfer or reassignment, such consent shall not be required. Whenever possible, an employee being considered for transfer or reassignment shall be notified within a reasonable period in advance of the effective date of such contemplated action and his/her wishes with respect to this action shall be taken into account to whatever extent possible, consistent with the interest of efficient operations of the department concerned.

4.3 Voluntary Reassignment

Such assignments may also be on a volunteer temporary basis, but the City shall indicate the need to call for such a volunteer reassignment at both the vacated and entry level classifications. The City shall notify the Union of the most likely to be affected employee(s) as early as possible regarding the proposed call for volunteer reassignments, and must provide a 30-day evaluation period for such reassignments.

The employee(s) involved must possess the minimum qualifications for the reassignment classification and shall be placed and paid at the highest demonstrable qualified level within the class. Such reassignment shall be considered temporary and shall be reviewed at six months, but shall not exceed twelve months without a meet/confer regarding current status.

The reassigned employee(s) shall reserve the right to return to the original position at the first opening of that position regardless of tenure in the volunteer reassignment position, and all existing procedures for reassignment shall apply.

ARTICLE 14

LAYOFF

Section 1. General

If the City determines that a reduction in personnel is necessary for economic reasons, it shall observe the seniority rule in putting the reduction into effect.

- 1.1 The City Manager may lay off an employee from the classified service because of shortage of work, lack of funds, or due to the return of an employee from a leave of absence who has retained his/her regular status.

Section 2. Procedure

The Personnel Officer shall prepare a list of classified service employees within a classification for which a reduction in the number of occupied classified service positions is to occur. The order of layoff shall be based on length of continuous service of the employee. Continuous service shall be defined as the employees' total years, months and days of employment with the City as a full-time regular employee. No temporary or per diem years of employment shall be included. Part time employment years, if any, shall be calculated at the appropriate proportion, i.e., an employee working twenty (20) hours a week will be credited with six (6) months of continuous service for each twelve (12) months of employment. Unpaid leaves of absence not covered by protected leave provisions shall be deducted from an employee's years of service. Unpaid disciplinary suspensions of ten (10) or more days will also be deducted. No deduction shall be made for single days off without pay taken throughout an employee's career, nor for any Workers' Compensation injury. Only time off without pay that would cause an employee to lose their benefits for at least one month will be deducted from their continuous years of service, again with the exception of Workers' Compensation injuries.

In the event that two (2) or more employees possess exactly the same amount of continuous service, the decision of who will be laid off shall be made by the City Manager's designated Personnel Officer. The Personnel Officer will perform an independent evaluation of the employees and review of their personnel file to determine who shall retain their position. This decision will not be considered a grievable issue.

Section 3. Application

- A. Layoffs will be implemented after the City Council has voted to eliminate or reduce budgeted positions due to the lack of work or funds and not earlier than thirty (30) days after the notice of Council action has been hand delivered or noticed by registered mail to the employee who is affected.
- B. The employee with the least seniority in the affected class shall be laid off first.

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- C. An employee laid off in one position, may bump an employee in another position in the same classification, equal classification or lower classification, provided his/her seniority is greater than the least senior employee in such classification.
- D. An employee bumped from his/her classification shall have the same bumping rights in a lower or equal class as other laid off employees, providing the employee's seniority is greater than those employees remaining in the lower or equal classification.
- E. An employee subject to layoff may request demotion to a vacant classification for which the employee is qualified. The qualification of such an employee shall be determined by the Personnel Officer.

Section 4. Impact Meet/Confer Policy

When it appears to the City Manager that the City may take action which will result in the layoff or work reduction of employees in the bargaining unit, the City Manager shall notify the Union of the possibility of such impending action. The Union shall respond within ten (10) working days to discuss the impact.

Section 5. Election of Retirement

An employee laid off for lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on an appropriate list. If after retiring, the employee is subsequently offered re-employment from the layoff reinstatement list and if the employee accepts, in writing, an appropriate vacant position, the City shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement. The City may elect to fill the position with a temporary employee while the PERS Board of Administration is processing the request for reinstatement from retirement.

Section 6. Notice of Layoff

6.1 Notice

A notice of layoff shall contain the following:

- A statement of the effective date of layoff.
- A statement of the employee's displacement (bumping) rights, if any.
- A statement of the employee's re-employment rights.
- A statement of the employee's right to apply for unemployment benefits.

6.2 Delivery of Notice

The notices shall be delivered personally to the employee or mailed by certified or registered mail to the employee at his/her last known address, not less than thirty (30) days prior to the effective date of layoff.

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6.3 Response Time to Notice

Employees who have been given notice of layoff shall respond in writing within ten (10) working days, after postmark of such notice by certified/registered mail, or by personal service, of their intent to exercise bumping right, or consent to a voluntary demotion.

Section 7. Re-employment Rights

A laid off employee shall have the following rights:

- A. An employee laid off because of lack of work or lack of funds is eligible for re-employment for a period of twelve (12) months and shall be re-employed in preference to new applicants. In addition, such persons shall have the right to take promotional examinations during the period of twelve (12) months. Employees who take voluntary demotion in lieu of layoff shall have the same rights as persons laid off and shall retain eligibility to be considered for re-employment in the classification from which they were laid off. It is the intent of this Section that employees laid off shall be ranked on a re-employment list in reverse order of layoff and be hired back in such order.
- B. Employees who wish voluntary demotions in lieu of layoff to classes not previously held, may be reclassified to vacant positions for which they qualify. The determination of eligibility for reclassification shall be made by the Personnel Officer.
- C. Any employee who is laid off in error shall be re-employed immediately upon discovery of such error and restored with full back salary benefits and rights.
- D. Upon written request, an employee laid off, or who retires in lieu of layoff, shall be notified of available positions for which the employee is eligible at his/her last known address. The employee shall have ten (10) calendar days from the date of postmark to accept or reject the position.
- E. The names of probationary employees who are laid off or demoted for lack of work or lack of funds shall be restored to the same eligibility list from which the original appointment was made. If the eligibility list from which the appointment was made has expired, the probationary employee will be placed at the top of the existing list.
- F. It shall be the responsibility of eligibles or those on re-employment lists to notify the City Manager of any change of address or other change affecting availability for appointment.
- G. Employees whose positions have been reallocated or reclassified to a different class having lower maximum salary shall have their names placed on the re-employment list in order of their seniority in the class from which their position was reallocated or reclassified to.

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Section 8. Right of Refusal

An employee on a re-employment list may decline two (2) offers of re-employment in his/her former classification. After the second refusal, the employee's name shall be placed in an inactive status unless the employee notifies the City of his/her availability for work. No additional offers need be made except upon a good cause the City may permit additional offers.

Section 9. Benefits of Laid-off Employees

Benefits of any laid-off employee shall include, but not be limited to, the following:

- A. The employee shall be entitled to payment for accrued vacation and earned wages.
- B. A laid-off employee shall be entitled to the same health and welfare benefits except dental for a period of thirty (30) days from the effective date of the layoff under the same conditions that existed prior to the layoff.

ARTICLE 15

DISCIPLINARY ACTION

Section 1. Cause of Disciplinary Action

Disciplinary measures may be taken for any good and sufficient cause. Cause for disciplinary action may include:

- A. Fraud in securing appointment.
- B. Incompetency or inefficiency.
- C. Inexcusable neglect of duty.
- D. Insubordination.
- E. Misuse of sick leave privileges.
- F. Willful disobedience.
- G. Endangering self or others or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
- H. Drunkenness or intoxication on duty.
- I. Use of narcotics or drugs illegally.
- J. Dishonesty in the performance of the employee's duties.
- K. Conviction of a felony requiring the imprisonment in a Federal penitentiary or a State prison; or conviction of any crime involving moral turpitude.
- L. Failure to report for duty or inform the supervisor within seventy-two (72) hours from the time in which the employee should have reported to duty.
- M. Discourteous or abusive treatment of the public or other City employees.
- N. Misuse of or misappropriation of City property or funds.

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- O. Improper political activity as defined below:
 - a) No officer or employee of the City shall participate in political activities of any kind while in uniform or on duty.
 - b) Acceptance of gifts or gratuities for favors or service performed during the course of City employment or due to City employment.

Section 2. Extent of Disciplinary Action

The extent of the disciplinary action taken shall be commensurate with the offense provided that the prior employment history of the employee may also be considered pertinent. The disciplinary actions that may be taken are oral reprimand (not to be placed in personnel file), written reprimand, suspension without pay, reduction in step within range, demotion without consent, dismissal, or any appropriate combination of the above. These actions shall be defined as below:

- A. Oral Reprimand - is an informal procedure used by a supervisor to caution an employee and is not an official disciplinary action. The oral reprimand may be issued verbally and confirmed in writing. It shall be retained within the employee's departmental file and purged by the department after one (1) year if the situation corrects itself. In using this procedure, a written confirmation of the oral reprimand is not to be forwarded to the Personnel Officer for filing in the employee's official personnel file.
- B. Written Reprimand - as a disciplinary action means official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if said cause is not corrected within a reasonable time. Written reprimands shall be given in the manner and on the forms prescribed or accepted by the Personnel Officer. Written reprimands shall be made a part of the employee's official personnel file and be considered as pertinent evidence or information at any hearing for a period of five (5) years. After five (5) years the written reprimand shall be purged from the employees file if the problem is corrected.
- C. Suspension Without Pay - shall be a temporary separation from the City service not to exceed thirty (30) consecutive calendar days.
- D. Reduction in Step - within range as a disciplinary measure is the withdrawal of step advancements granted for merit, efficiency and length of service. Reduction in pay shall become effective on the date of the disciplinary action. Reduction may be made on a temporary basis or may continue until the employee's next regular performance evaluations.
- E. Demotion - Without Consent - a disciplinary action shall be a reduction in classification to a classification having a lower maximum salary with reduction in salary as provided in the Pay Plan Article of this MOU (Pay Following Demotion Section). Demotion without consent may be made to the classification having the lowest maximum salary in the series of classes or a related series of classes to

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that within which the class is located. Demotion may be made on a temporary basis for a specified period of time and will not affect anniversary date.

- F. Dismissal - the involuntary termination of employment from City service.

Section 3. Notice of Proposed Disciplinary Action (Skelly Notice)

3.1 Skelly Notice

The appointing authority shall serve the affected employee with a notice of proposed disciplinary action when such action is of a monetary nature. Such a notice shall include the following:

- A. Specific charges as to the offense under this MOU Article, Section 1;
- B. Time, place and circumstances of such offense;
- C. Proposed action to be taken and the effective date; and
- D. Notice of the right to respond within seven (7) workdays to the appointing authority in order to show cause as to why this action should not occur.

3.2 Suspension With Pay Pending Skelly Hearing

City reserves the right to suspend with pay and mandate employee not to be on City premises, pending Skelly hearing.

3.3 Skelly Decision

The appointing authority after hearing such mitigating circumstances may choose to modify, alter or rescind the proposed disciplinary action.

Section 4. Notice of Disciplinary Action

After the City has allowed for an administrative hearing to occur within seven (7) days, or longer if waived mutually by the parties, the appointing authority shall set forth in writing to the employee a notice of disciplinary action. Such notice shall include the following:

- A. Specific charges as to the offense under this MOU Article, Section 1.
- B. Time, place and circumstances of such offense.
- C. The disciplinary action to be taken and the effective date of such action.
- D. The right of the employee to appeal such action under the appropriate section of the MOU.

Section 5. Authority for Emergency Disciplinary Action

5.1 Authority

The Personnel Officer shall have authority to take disciplinary action, or may delegate to Department Head the authority to make immediate suspensions in emergency situations. The duration of such suspensions may not be stipulated, however, except by the Personnel Officer. The Personnel Officer shall be notified of any contemplated

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disciplinary action prior to the time it is taken, provided that in emergency situations or other instances when prior notification is not practicable, the Personnel Officer will be notified as soon as possible subsequent to the time the action is taken.

5.2 Emergency Situation Defined

An emergency situation for the purposes of this Section shall be defined as the employee's continued presence on the job endangering himself/herself, other employees, or property of the City.

Section 6. Appeal from Disciplinary Action.

The affected employee may appeal such disciplinary action under the third step of the grievance procedure. If appealed by the employee, the Personnel Officer may take such action as scheduled or hold in abeyance such action until the disposition of the appeal is known.

Section 7. Waiver of Timelines.

It is agreed that the timelines of this Section may be waived by mutual agreement between the affected employee, the Union and the Personnel Officer.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 1. Purpose

The establishment of a grievance procedure is for the purpose of providing an opportunity for City employees to bring forth views relating to any unfair or improper aspect of employment and to seek resolution thereof.

Section 2. Grievance Defined

The term "grievance" means a dispute by an employee or group of employees, or a formally recognized employee organization concerning:

- A. Disputes over the application or the interpretation of policies, procedures, this Memorandum of Understanding, or the practicable consequences that decisions on these matters may have upon an affected employee or group of employees.
- B. Disputes over the application or interpretation of City ordinances, resolutions or general laws related to personnel matters or working conditions.

Section 3. Limitations

An impasse as defined in the City's Employer Employee Relations Resolution (EERR)

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regarding meeting and conferring on a proposed Memorandum of Understanding or issues relating thereto is not a grievance.

Section 4. Employee Representative

At any step in the grievance procedure, the employee concerned may choose to represent himself/herself or be represented by that certified employee organization which has been recognized by the City for that representation unit to which the employee's classification is assigned or by legal counsel. The employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

Section 5. Class Actions

In the event more than one employee is directly involved with an issue, they may, at any step in the grievance procedure, name one of their number to carry the grievance through the procedure as a class action grievance. In a class action grievance, that employee directly concerned shall be personally present at all stages unless waived as in Section 4.

Section 6. Procedure

It is the intent to deal with and settle grievances informally at the lowest level as promptly and fairly as possible. Whenever feasible, grievances will be handled during the regularly scheduled working day hours of the parties concerned.

- 6.1 Informal Step. The employee or employees concerned shall first make efforts to informally resolve such grievance with their immediate supervisor within twenty-five (25) workdays following the occurrence of the events of which the grievance is based upon. The immediate supervisor shall within five (5) days respond to the grievance in writing.
- 6.2 First Step. If a mutually satisfactory resolution of a grievance is not reached at the informal step, the employee or employees aggrieved may reduce to writing addressed to the Department Head, their grievance within twenty (20) days from receipt of the immediate supervisor's decision to the employee. The grievance shall set forth all the issues involved, shall be dated and signed by the employee or employees, and shall be submitted to the employee's Department Head. The Department Head or the person appointed by the Department Head shall make such investigation of the facts and issues as is required and reach a conclusion at the earliest date possible. Upon reaching such conclusions, but in any event within seven (7) working days of receipt of the grievance, the Department Head shall reply in writing stating the Department's decision on the issue involved.
- 6.3 Second Step. If the grievance has not been resolved in the first step, the employee, within seven (7) working days after receipt of the Department Head's written reply at the first step, shall forward the said written grievance to the City Manager if the grievant desires to pursue the issue.

If the City Manager finds that the facts of the grievance are in dispute, he may appoint a fact-

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finding committee consisting of two (2) persons, one of whom shall be selected by the grievant. The fact-finding committee shall investigate the facts pertaining to the grievance and file a written report with the City Manager within seven (7) working days of appointment. This report shall become part of the record and a copy shall be provided to the grievant. Within seven (7) days of receiving the statement of grievance or within seven (7) days of receiving the fact-finding committee's report, the City Manager or his designated representative shall reply in writing to the employee setting forth a decision at this level. Upon mutual consent of the City Manager and grievants, the fact-finding phase of this procedure may be waived.

6.4 Third Step. Within seven (7) working days after receiving the City Manager's written decision on the grievance or notice of disciplinary action, the grievant or the appellant may process the grievance or appeal for further consideration by either but not both:

A. The Civil Service Commission. Upon the receipt of an employee grievance or appeal, the Commission shall make such investigation as it may deem necessary and shall hold a hearing within twenty (20) days upon receipt of the grievance or appeal. The Commission shall make findings of fact and a decision. The decision of the Commission will have the effect of a judgment. Due notice of the hearing shall be given to all concerned parties by the City Manager.

B. Arbitrator. In each grievance or appeal, the arbitration is subject to the execution of "an agreement for arbitration" signed by the employee, the employee's representative and the City Manager. The agreement for arbitration will provide that the arbitration decision will have the effect of a judgment. Except as otherwise provided herein, provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration will apply.

The Arbitrator shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service, the American Arbitration Association, or from a similar body mutually agreed to between the parties. After a toss of the coin to decide which party shall move first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains and such person shall act as the arbitrator. The next to the last name stricken shall act as the alternate arbitrator to serve in the event the first arbitrator is not available. This procedure shall be followed until there is no available arbitrator.

6.5 Cost of Arbitration. The cost of retaining the Arbitrator and the incidental expense of the hearing mutually agreed to shall be borne equally by the parties. The Union will pay the cost of its share of representing its members in any arbitration that it is a party to the agreement for arbitration.

6.6 Decision - Final and Binding. The decision of the Commission or the Arbitrator, whichever is selected, shall:

A. Be made in writing within ten (10) working days of the close of the investigation

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and/or hearing; and

- B. Direct the City Manager in the disposition of the case; and
- C. Shall be final and binding upon both parties.

In each grievance matter, both the Commission and the Arbitrator shall be restricted to the interpretation and application of those things defined herein as being grievable and shall not change existing wage rate schedules or employee benefits.

- 6.7 Waiver of Steps or Time Limits. Notwithstanding any provision in this Section, any time limit or stage or procedure specified in this Section may be waived upon consent of all parties involved.
- 6.8 No Interruption of Work. During the determination of a grievance herein, there shall be no interruption of scheduled work relating to the grievance, unless the matter relates to a health or safety issue.

ARTICLE 17

PERSONNEL RECORDS

The official personnel records for each employee shall be maintained in the Administrative Services Department. Employees shall have the right to review all materials within their personnel file upon reasonable request during regular business hours in the presence of a management representative. The employee may authorize a union representative to review his/her record upon submission of a written authorization to a management representative and in the presence of a management representative.

No other official personnel record will be maintained by supervisors or management representatives. This provision shall not restrict said individuals from keeping administrative records with regard to employee action or transaction. However, if such actions or transactions are for the purpose of documentation for formal reprimand, the supervisor shall, within five (5) working days, discuss with the affected employee such documentation. Said documentation shall be discussed with the employee prior to being used at some future date as part of a written reprimand unless reasonable circumstances prevent such discussions from occurring.

Before placement in the official personnel file of any material that is defamatory or derogatory in nature, the employee shall be supplied with a copy of said material and allowed thirty (30) working days to respond in writing after receipt of said material, and that response shall be placed in the official personnel file.

ARTICLE 18

SAFETY PROGRAM

The Safety Program being practiced by the City that was adopted in 2001 and revised in 2020 shall be continued during the term of this Agreement. The Side Letter of Agreement titled Employee Safety Incentive Policy attached hereto as Exhibit xxx is hereby incorporated by reference into the MOU.

ARTICLE 19

OUTSIDE EMPLOYMENT

The City Manager shall approve an employee's application to work in outside employment, provided said employee's outside employment conforms with Government Code Section 1126.

ARTICLE 20

CITY FACILITIES AND SERVICES

Section 1. Facilities Usage

Employees within the bargaining unit shall have use of City park facilities at no charge and shall have free admission to the Municipal Swimming Pool for employee, spouse, children and/or step-children. Employees shall also have free use of the boating ramp facilities upon showing of their identification. Employees would be eligible for a discount of fifty percent (50%) of daycare fees at City-operated daycare facilities. (This benefit would apply to the dependent children and dependent grandchildren of City employees. This means the employee is financially responsible for the child. The age limitations of the program apply to the children of City employees).

Section 2. Health Club Membership

City shall reimburse employees up to fifty Dollars (\$50.00) per month for those employees who join or maintain membership in a health club, or personal fitness and/or wellness expenses for which an invoice, contract or other verifiable commercial services is provided. Evidence of payments shall be submitted quarterly and reimbursement shall be on a quarterly basis in the same fiscal year that the expenses were incurred. City agrees to reimburse Unit members for this benefit at an amount equal to the highest amount afforded any other City bargaining unit.

ARTICLE 21

TRAINING AND EDUCATION EXPENSE REIMBURSEMENT

Section 1. General Provisions

Bargaining unit members are encouraged to improve their knowledge and skills as they relate to their present position, in pursuit of a higher position in their related field, or a degree program that relates to municipal government. City will reimburse the cost to any regular employee within the Unit undertakes academic, technical, or vocational training or education.

Courses taken at any college, university, business, or technical school, or courses given by a recognized correspondence school shall be approved as follows:

- A. Tuition, registration fees, required books and supplies and mileage to a maximum of \$1000/employee/year.
- B. A year, as described in this policy, shall coincide with the City's fiscal year-July 1 through June 30.

Courses must be taken on the employee's own time, outside his/her normal working hours, and employee must receive approval from his/her Department Head and the City Manager prior to registering for any course in order to be eligible for reimbursement. Request for approval of courses must be made on approved forms available in Human Resources.

Employees must maintain a "C" level grade or receive a Certificate of Completion to be eligible for reimbursement and present proof of same at time of reimbursement request. If an employee fails to satisfactorily complete an approved course, he/she shall not be eligible for any refund for that course. Copies of transcripts of grades, a record of units completed, and copies of Certificates of Completion of approved courses shall be placed in the employee's permanent personnel file.

Reimbursement shall be made at the completion of the course upon presentation of satisfactory completion.

- 1) Exclusions. Reimbursement shall not be made for such expenses as graduation fees, student body fees, or optional fees.

ARTICLE 22

ON-THE-JOB-TRAINING

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Section 1. General Laborer Training and Transfer Policy

Each General Laborer assigned primarily to Parks or Maintenance Division shall be afforded the opportunity to work in the opposite division at least two (2) months each year.

If a General Laborer position in either division becomes vacant, first consideration will be given to transfer requests before initiating open recruitment. However, the Maintenance Director must determine that any such transfer is in the best interest of the City and will not impair unit efficiency.

City will work with other agencies to develop a program of on-the-job training sessions which will assist employees to improve their job skills. This program will attempt to provide similar training to that offered by the defunct Contra Costa Training Consortium of the Inter-Governmental Management Development Institute.

Human Resources shall make available information on classes offered at local colleges.

Section 2. Employee Rotation Plan

- A. Each supervisor shall ask each employee under his supervision what job-related division or work unit that employee would like to rotate into.
- B. Each supervisor shall ask each one of his employees on which work-related piece of equipment he/she would like on-the-job training.
- C. The supervisor should obtain from that employee what job knowledge or equipment operation he/she is able to teach other employees.
- D. The supervisor and employee will draw up a list of work-related areas and pieces of equipment in which that employee shall receive training. The training list will be agreed upon by both the employee and the supervisor.
- E. An on-the-job training program will be drawn up, signed by both employee and supervisor, and a copy given to both parties. The supervisor will maintain a copy of the on-the-job program in his file and progress toward meeting the program will be noted.
- F. Each trainee City employee will be rotated into the various work-related areas or learn the operation of equipment as time and workload permit.
- G. The rotation of employees to other work units in the City will be no more than five (5) days in a row.
- H. Employees filling in for a fellow employee who is rotated out to participate in on-the-job training will not receive acting pay.
- I. An employee who has been rotated into another working unit may be directed back to his regular work assignment at any time if his supervisor deems it necessary.

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- J. Employees rotated into another work unit will be under the direct supervision of the supervisor of that work unit.
- K. Supervisors in the City's various departments and divisions shall coordinate that rotation of employees among themselves.

ARTICLE 23

FLEXIBLE STAFFING

The following flexible staffing policy shall be implemented for certain positions subject to the following conditions:

Section 1 General Provisions

- 1.1 Flexing will be automatic, within a prescribed time/training period.
- 1.2 Flexing will occur only when:
 - A. The employee has satisfactorily completed the necessary course requirements, passes required tests, acquired the necessary certification and/or has demonstrated proficiency at operating the equipment and performing the duties identified in the classification descriptions.
 - B. Employee evaluations and performance review show demonstrated performance level, including but not limited to:
 - 1) Quality of work;
 - 2) Work performance;
 - 3) Attitude toward work and co-workers;
 - 4) Ability to follow directions;
 - 5) Initiative;
 - 6) Learning ability and adaptability;
 - 7) Attendance and timeliness;
 - 8) Knowledge of work skills and job functions.
 - C. Flexing shall occur upon approval of the City Manager, whose determinations shall be based on the recommendation of a review board that shall consist of: Department Head, Division Head, and Personnel Director or designee. This Board will review the employee's overall record, considering those items listed under Subsection 1.2(B) above and other relevant information.
 - D. Employees who do not receive the recommendation for flexing shall be re-evaluated six months from date of rejection.

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- E. Disputes shall be subject to the standard grievance procedure.

Section 2. General Laborer/Maintenance Worker/Marina Maintenance Worker/Park Caretaker - Flexible Staffing Configuration

2.1 Flexible staffing shall occur in above classifications as follows:

- A. Laborer to Park Caretaker I, Maintenance Worker I or Marina Maintenance Worker I; Park Caretaker I, Maintenance Worker I, and Marina Maintenance Worker I to Park Caretaker II, Maintenance Worker II or Marina Maintenance Worker II.
- B. In no case shall flexing occur to the Park Lead Caretaker/Park Supervisor or Maintenance Lead Worker/Maintenance Supervisor or Marina Lead Worker/Marina Supervisor positions, which shall be filled by open or closed promotional testing.
- C. The filling of vacated I and II positions shall be made only from qualified employees who have met the requirements for the positions as stated in the job description for the position they desire to "flex to". If there are no qualified employees at the time the vacancy occurs, the vacancy will be filled with the Laborer position, which is always an open recruitment.
- D. General Laborer shall be eligible to move to Park Caretaker I, Maintenance Worker I or Marina Maintenance Worker I after completion of the probation period and twelve (12) months of service as a regular employee. Park Caretaker I, Maintenance Worker I and Marina Maintenance Worker I employees shall be eligible for flexing to Park Caretaker II, Maintenance Worker II or Marina Maintenance Worker II positions following twenty-four (24) months of service in the Park Caretaker I, Maintenance Worker I or Marina Maintenance Worker I positions.

Section 3. Water Treatment Plant Operator Flexible Staffing Configuration

3.1 Flexible staffing shall occur in the Water Treatment Plant Operator-In-Training classification as follows:

- A. Water Treatment Operator-In-Training - shall pass the Water Treatment Plant Operator Grade-3 exam as conducted by the State of California within the time limits specified. Employees in the Water Treatment Plant Operator-In-Training classification shall be eligible for flexing to the Water Treatment Plant Operator I position immediately upon obtaining the State of California Water Treatment Plant Operator Grade-3 Certificate.

3.2 Flexible staffing shall occur in the Water Treatment Operator classifications as follows:

Water Treatment Plant Operators shall have two classifications:

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- A. Water Treatment Plant Operator I and Water Treatment Plant Operator II.

Water Treatment Plant Operator I shall require possession of a Water Treatment Plant Operator Grade III Certificate as issued by the State of California.

- B. Water Treatment Plant Operator II shall possess a Water Treatment Plant Operator Grade IV Certificate as issued by the State of California and shall assume supervisory and training duties as defined in the job description.

Employees in the Water Treatment Plant Operator I classification shall be eligible for flexing to Water Treatment Plant Operator II following twenty-four (24) months service as a regular employee in the I classification.

Section 4. Account Technician, Administrative Aide Flexible Staffing Configuration

Flexible staffing shall occur in the above classifications as follows:

- A. Account Technician I to Account Technician II or Administrative Aide I to Administrative Aide II.
- B. The filling of vacated I and II positions shall be made only from qualified employees who meet the requirements of the positions as stated in the job descriptions for the positions they desire to "flex to". If there are no qualified employees at the time, an employee(s) may be placed in the vacant position in an acting capacity until such time as an eligible employee qualifies for the position. The provisions of Article I, Acting Appointment Policy, shall apply.
- C. An Account Technician I shall be eligible to flex to Account Technician II after eighteen (18) months of satisfactory service, and provided he/she has completed the requirements as stated in the classification descriptions for the positions.
- D. An Administrative Aide I shall be eligible to flex to Administrative Aide II after eighteen (18) months of service as an Administrative Aide I, provided the employee meets the requirements for Administrative Aide II as stated in the classification description for the position.

Section 5. Permit Technician Staffing Configuration

Flexible staffing shall occur in the Permit Technician classification as follows:

The position of Permit Technician I will be eligible to be considered to "flex" to Permit Technician II after three years of service.

ARTICLE 24

SPECIAL PROVISIONS

Section 1. Break Room

City will make every effort to maintain the existing break rooms located throughout the City facilities. In the event the City needs to use a break room for any other purpose, the City agrees to meet and confer with the Union.

Section 2. Light Duty Assignments

It is in the best interest of the City from both an economical and work performance objective to offer light duty assignments to injured and ill employees. It is also understood that there will be times when certain departments may not have available light duty assignments that are safe for injured or ill employees. Therefore, light duty will be subject to the City's Workers' Compensation and Temporary Transitional Work policies.

Section 3. Labor-Management Committee

The parties agree to convene the Labor-Management Committee (LMC) to discuss on-going issues and concerns. The LMC shall have no authority to make changes to the MOU or to address matters relating to employee discipline. The primary purpose of the LMC is to periodically review the City's staffing levels and part-time employee coverage. The Union shall be represented by a Union staff representative and two (2) members; the City shall designate three (3) representatives.

ARTICLE 25

FULL AGREEMENT

ARTICLE 25 FULL AGREEMENT [REVISED]

It is understood that this Memorandum of Understanding ("MOU") represents a complete and final understanding of all negotiable issues between the City and the Union and supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the City and the Union, except as specifically referred to in this MOU. All ordinances or rules covering any practices, subject, or matter not specifically referred to in this MOU shall not be superseded, modified, or repealed by implication or otherwise by the parties hereof. The parties, for the term of this MOU, and except as expressly provided by this section, unqualifiedly waive the right to negotiate with respect to any matter specifically addressed by the express terms of this MOU. In the event any new practice, subject, or matter falling within the scope of representation as defined under Government Code section 3504 is proposed to be implemented by the City, the Union will be provided with advance written notice of the

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proposed action and the opportunity to meet and confer over the proposed action in advance of implementation by the City. In the absence of agreement between the parties on such proposed action, the City reserves the right to take all necessary action by management direction as authorized by State law.

ARTICLE 26

SAVING CLAUSE

If any provision of this MOU should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this MOU shall not be affected and parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 27

ME TOO Provision

During the term of this MOU, should the City agree with another bargaining unit to new provisions, changes, modifications or revisions pertaining to the subjects listed below, the Union will be provided with advance written notice of the new provisions, changes, modifications or revisions and the opportunity to meet and confer over the subject in accordance with California Government Code section 3500 et. seq.

- Cell phone stipend and policy and practice.
- Observed City Holidays
- Holiday Pay and Benefits
- City Supported Health Club Membership
- City Provided Medical Insurance
- Wages

ARTICLE 27

NON-APPLICABILITY TO TEMPORARY OR PART-TIME EMPLOYEES

This MOU does not apply to temporary or part-time employees, but does apply to regular part-time employees where appropriate.

ARTICLE 28

CLASSIFICATIONS COVERED BY THIS MEMORANDUM OF UNDERSTANDING

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Positions within the classified service which are covered by this MOU are as follows:

Account Technician I	Meter Repair Worker
Account Technician II	Meter Service Worker
Account Technician III	Park Caretaker I
Administrative Aide I	Park Caretaker II
Administrative Aide II	Park Lead Caretaker
Administrative Aide III	Park Supervisor
Building Inspector I	Parking Meter Maintenance Worker
Building Inspector II	Permit Technician I
Civil Engineering Technician	Permit Technician II
Code Enforcement Inspector	Sr. Account Technician
Construction Inspector	Sr. Building Inspector
Custodian	Sr. Construction Inspector
Equipment Mechanic	Sr. Custodian
General Laborer	Sr. Instrument/Maintenance Technician
Instrument Technician	Sr. Meter Service Worker
Maintenance Lead Worker	Water Operations Supervisor
Maintenance Supervisor	Water Treatment Plant Operator
Maintenance Worker I	Sr. Water Treatment Plant Operator
Maintenance Worker II	Water Treatment Operator Trainee

All new classifications that are not Management, Professional, Confidential, Non-Sworn Police, or in the Martinez Police Officers' Association shall be included in the Miscellaneous Unit.

ARTICLE 29

MANAGEMENT RIGHTS

The City retains the exclusive right in accordance with and subject to applicable laws and other regulations and provisions of this Memorandum of Understanding:

- A. To direct employees of the City.
- B. To determine the mission of the City, its budget, its organization, the number of employees, and the methods and technology of performing its work.

It is understood and agreed that the City's exercise of rights in this Section will be in accordance with applicable State law.

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ARTICLE 30


TERM OF MEMORANDUM OF UNDERSTANDING


This MOU shall become effective as of July 1, 2022, and shall continue in full force and effect until expiration at midnight, June 30, 2027

CITY OF MARTINEZ


 Acting City Manager
Eric Figueroa, City Manager

 08 / 04 / 2022
Michael Chandler, Assistant City Manager

 07 / 29 / 2022
Marta Goc, Human Resources Manager

 07 / 29 / 2022
Richard Bolanos, City Negotiator

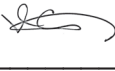
LABORERS UNION LOCAL 324

 07 / 29 / 2022
Alan Fulkerson

 08 / 02 / 2022
Tiffany Forrestall

 08 / 04 / 2022
Hiren Patel

 08 / 31 / 2022
Treston Shull, VP/Field Representative

 07 / 29 / 2022
Vince Courtney. Jr.,
Special Assistant to the NCDCL

DATE: _____

DATE: _____

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Appendix A - SALARY SCHEDULE OF CLASSIFICATIONS

Effective 7/16/22 - 5%

GRADE/RANK	JOB CLASS	STEP	HOURLY RATE	PERIOD SALARY	MONTHLY SALARY
1010	ACCT TECH 1, ADMIN AIDE1, GEN LABORER	1	26.94	2334.97	4669.94
		2	28.29	2451.47	4902.94
		3	29.70	2574.09	5148.18
		4	31.20	2703.71	5407.42
		5	32.75	2838.59	5677.18
1020	CUSTODIAN	1	27.69	2399.78	4799.56
		2	29.08	2520.66	5041.32
		3	30.53	2645.91	5291.82
		4	32.05	2778.17	5556.34
		5	33.66	2917.44	5834.88
1030	SENIOR CUSTODIAN	1	29.15	2526.80	5053.60
		2	30.62	2653.78	5307.56
		3	32.15	2786.04	5572.08
		4	33.73	2923.57	5847.14
		5	35.43	3070.68	6141.36
1040	ACCT TECH2, ADMIN AIDE2, MAINT1, PRK MTR1, PARK CAR1	1	30.26	2622.26	5244.52
		2	31.77	2753.66	5507.32
		3	33.36	2891.14	5782.28
		4	35.03	3035.63	6071.26
		5	36.78	3188.06	6376.12
1050	PERMIT TECHNICIAN	1	31.05	2691.47	5382.94
		2	32.61	2826.32	5652.64
		3	34.24	2967.34	5934.68
		4	35.96	3116.24	6232.48
		5	37.75	3272.13	6544.26
1060	METER SERVICE WORKER	1	31.42	2722.98	5445.96
		2	32.99	2859.59	5719.18
		3	34.64	3002.39	6004.78
		4	36.37	3152.12	6304.24
		5	38.20	3310.67	6621.34
1070	WATER TREATMENT OPERATOR TRAINEE	1	31.75	2751.87	5503.74
		2	33.34	2889.39	5778.78
		3	35.01	3033.91	6067.82
		4	36.75	3185.41	6370.82
		5	38.59	3344.84	6689.68
1080	CIVIL ENGINEERING TECHNICIAN	1	31.78	2754.53	5509.06
		2	33.37	2892.05	5784.10
		3	35.04	3036.53	6073.06
		4	36.79	3188.92	6377.84
		5	38.63	3348.31	6696.62
1090	ACT3, ADM AID3, BLD INS1, PMT TECH2, MAINT2, PRK2	1	33.02	2862.24	5724.48
		2	34.67	3004.97	6009.94
		3	36.42	3156.51	6313.02
		4	38.24	3314.19	6628.38
		5	40.15	3479.70	6959.40
1100	METER REPAIR WORKER	1	33.97	2944.59	5889.18
		2	35.68	3092.57	6185.14
		3	37.47	3247.60	6495.20
		4	39.34	3409.62	6819.24
		5	41.30	3579.56	7159.12
1110	EQUIPMENT MECHANIC ASSIST	1	34.10	2955.08	5910.16
		2	35.79	3102.20	6204.40
		3	37.58	3257.25	6514.50
		4	39.46	3420.13	6840.26
		5	41.44	3591.81	7183.62

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1130	SR METER SERV WORKER	1	35.68	3092.57	6185.14
		2	37.47	3247.60	6495.20
		3	39.34	3409.62	6819.24
		4	41.30	3579.56	7159.12
		5	43.36	3758.22	7516.44
1140	MAINT LD WORK, PARK LEAD CARETAKER	1	36.74	3184.57	6369.14
		2	38.57	3343.07	6686.14
		3	40.49	3509.50	7019.00
		4	42.52	3685.53	7371.06
		5	44.65	3869.47	7738.94
1150	INSTRUMENT TECHNICIAN	1	37.27	3230.09	6460.18
		2	39.13	3391.26	6782.52
		3	41.08	3560.28	7120.56
		4	43.14	3738.97	7477.94
		5	45.29	3925.53	7851.06
1160	WATER TREATMENT PLANT OPERATOR	1	38.45	3332.55	6665.10
		2	40.38	3499.87	6999.74
		3	42.39	3674.16	7348.32
		4	44.51	3858.07	7716.14
		5	46.75	4051.61	8103.22
1170	EQUIPMENT MECHANIC	1	39.23	3399.99	6799.98
		2	41.19	3569.95	7139.90
		3	43.25	3748.57	7497.14
		4	45.41	3936.04	7872.08
		5	47.70	4133.98	8267.96
1180	SENIOR ACCT TECH	1	39.63	3435.03	6870.06
		2	41.61	3606.69	7213.38
		3	43.70	3787.12	7574.24
		4	45.89	3977.17	7954.34
		5	48.17	4175.10	8350.20
1181	MAINT SUPVSR, PARKS SUPV	1	41.61	3606.76	7213.52
		2	43.69	3787.02	7574.04
		3	45.88	3976.50	7953.00
		4	48.18	4176.02	8352.04
		5	50.58	4383.90	8767.80
1190	SR INSTRUMENT TECHNICIAN	1	40.28	3491.09	6982.18
		2	42.29	3665.36	7330.72
		3	44.40	3848.44	7696.88
		4	46.62	4040.24	8080.48
		5	48.95	4242.57	8485.14
1200	SENIOR WATER TREATMENT PLANT OPERATOR	1	40.83	3538.37	7076.74
		2	42.87	3715.32	7430.64
		3	45.02	3901.86	7803.72
		4	47.27	4097.19	8194.38
		5	49.64	4302.12	8604.24
1210	BLDG INSP 2, CODE ENF, CONSTR INSP	1	43.43	3764.38	7528.76
		2	45.62	3953.55	7907.10
		3	47.89	4150.61	8301.22
		4	50.28	4358.17	8716.34
		5	52.80	4576.25	9152.50
1215	SR FLEET MECHANIC	1	45.11	3909.99	7819.98
		2	47.37	4105.90	8211.80
		3	49.74	4311.39	8622.78
		4	52.24	4527.25	9054.50
		5	54.85	4754.07	9508.14

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1220	WTP OPERATION SUPERVISOR	1	47.78	4140.97	8281.94
		2	50.16	4347.64	8695.28
		3	52.67	4564.84	9129.68
		4	55.31	4793.48	9586.96
		5	58.08	5033.45	10066.90
1230	SR BLDG INSP, SR CONSTRUCTION INSP	1	48.07	4166.36	8332.72
		2	50.47	4373.96	8747.92
		3	52.99	4592.92	9185.84
		4	55.64	4822.36	9644.72
		5	58.42	5063.21	10126.42

Appendix B

CITY OF MARTINEZ

CLASSIFICATION REVIEW PROCEDURES

- A request to review a classification or a specific position within a classification may be initiated by a Department Head or other designated department representative, an individual employee or a representative of the employee. This request is initiated by completion of a Classification Review Request. Local 324 will be informed of all classification review requests.
- The request is forwarded through the Department Head to Human Resources, and the Administrative Services Director will decide whether the study will be conducted internally or by a consultant.
- Incumbents, their supervisors, and/or subject matter experts will be asked to complete a Position Description Questionnaire (PDQ).
- The review process will include a review of the existing job description and the PDQ, and may also include but is not limited to an on-site job audit; survey of other jurisdictions; and review of comparable internal classifications.
- A preliminary report that includes essential duties of the position, analysis and recommendations, implementation methodology and cost, and a new or revised job description, if needed, will be reviewed by the Administrative Services Director and the Department Head (or designated representative) and the affected employees. This is an opportunity for all parties to provide feedback, additional information and documentation. If necessary, affected employees may request a meeting with the Administrative Services Director and Department Head.
- A final report will be prepared and distributed to the Administrative Services Director and the Department Head for sign-off.
- Final report is forwarded to the City Manager for consideration and final approval or disapproval.
- A notice to the incumbent(s) stating the final results and any further steps in the process. Process necessary documents needed to implement recommendations such as Civil Service Board documents, Personnel Action Forms and Resolutions.
- Approximate timeline for classification studies: individual classification studies will take approximately 3 to 6 months for completion. Unit studies may take up to one year to complete, depending on the complexity of the study, and the number of positions or classification series being studied.
- The effective date of any changes will be the first of the month following the date of approval by the City Manager.

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CITY OF MARTINEZ
CLASSIFICATION REVIEW REQUEST

Department: _____ Unit: _____

New Position Vacant Filled Position

Incumbent: _____ Length of Time in Position: _____

Department Request Employee Request Other

Department Contact

Department Head Approval

Justification for Request (Note: If position is filled, state how duties and responsibilities are significantly different than current classification.)

Date Received by Human Resources: _____

Date of Final Report: _____

Department Head Approval: _____

Administrative Services Director Approval: _____

City Manager Approval: _____

Effective Date: _____

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Appendix C

DEFINITIONS

1. Acting Appointment: An acting status is when an employee is formally appointed to perform the duties of a temporarily vacated, newly created, or temporarily created full-time position of a higher salary and job responsibility level than that currently held by the employee being assigned to active status.
2. Allocation: The assignment of an individual position to its proper classification in accordance with the duties performed, and the authority and responsibility exercised.
3. Applicant: A person who has filed an application for examination.
4. Anniversary Date: The date which represents for the individual employee the base date used to compute changes in the employee's salary and benefits.
5. Certification: The act providing formal written verification of eligibility for employment or advancement as provided by this Memorandum of Understanding.
6. Class or Classification: A description of the position or group of positions distinguished by prerequisite qualifications, necessary experience, level of competency in performance of duties, scope of responsibility, or by the nature of the duties themselves, such that the given position(s) constitute a distinct job measurably and definably different from any other.
7. Class Specification: A written description of the classification.
8. Classified Service: All positions assigned to the Miscellaneous Unit in the City except those defined under exempt or limited service in the Martinez Municipal Code.
9. Commission: The Civil Service Commission established pursuant to the Civil Service Ordinance.
10. Class Series: Two or more classification levels which have similar duties and responsibilities that are distinguished from each other by degree, difficulty, or level of responsibility.
11. Compensation: Salary, wage, allowances and all other forms of valuable consideration earned by or paid to any employee by reason of said service in any position which are granted by virtue of this Memorandum of Understanding.
12. Continuous Service: Service without unauthorized break or interruption during the period for which the employee has been employed by the City.
13. Days: Workdays the City's administrative offices are open, unless otherwise defined

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7/01/2022- 6/30/2027

herein.

14. Demotion: The movement of an employee from one class to another class having a lower maximum salary.
15. Department Head: The professional employee who administers the operation of a City department and who is directly responsible to the City Manager.
16. Disciplinary Action: Progressive disciplinary steps to correct job and performance deficiencies.
17. Dismissal: The involuntary termination of an employee from the City service for just cause or the involuntary termination of employment as a result of unsatisfactory performance of job duties after sincere, persistent effort, in conformance with the established procedure, to correct performance deficiencies has failed.
18. Eligible: Any person whose name is on a promotional list, re-employment list, and/or reinstatement list.
19. Employee: A person legally occupying a paid position in the City and includes, but is not limited to, any of the following:
 - (a) Regular Employee: A person employed by the City in classified service in a full-time capacity, who has successfully completed his probationary period and has been retained by the City.
 - (b) Regular part-time Employee: A person employed by the City in a classified service for a fixed number of hours, who has successfully completed his probationary period and has been retained by the City.
20. Employment List: A list of names of persons who may be considered for employment with the City under specific conditions. Such lists may be designated as either a re-employment, reinstatement, or promotional list.
21. Examination: A testing of candidates to determine their particular qualifications for a given classification in the classified service.
 - (a) Written Examination: A test conducted at a specific time and place at which candidates are requested to appear for written examination under the supervision of an examiner.
 - (b) Training and Experience Examination: A test consisting of appraisal of training, experience, work history, or other means of evaluating other relative qualifications of candidates without a personal appearance, although an interview may be required.
 - (c) Oral Examination: A test before a qualified board, panel, or individual examiner

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consisting of an appraisal of training experience, work history or other evaluation of relative qualifications.

- (d) Performance Examination: To test physical agility or endurance or practical demonstration of ability to do specific tasks as a test before a qualified examiner(s).
 - (e) Open Examination: A competitive examination for a particular class in which all persons meeting the qualifications for the class may participate regardless of whether they are employed by the City.
 - (f) Promotional Examination: A competitive examination for a particular class restricted to persons who hold regular status with the City.
- 22. Grievance: (Defined under Article XVII, Section 2 of this Memorandum of Understanding.)
 - 23. Incumbent: A person legally occupying a budgeted position in the City service.
 - 24. Layoff: The separation of one or more employees from active City service due to a shortage of work, lack of funds, or due to the return of an employee from leave of absence who has retained his/her permanent status.
 - 25. Probationary Period: A working test period during which an employee selected from an appropriate employment list is required, by actual performance, to demonstrate fitness for the duties of the class to which appointed.
 - 26. Promotion: The movement of an employee from one class to another class having a higher maximum rate of pay.
 - 27. Reclassification: A change in allocation of a position from an existing class to another existing or new class that is assigned to a salary range or rate in which the maximum salary is equal, higher, or lower. When a reclassification occurs to a lower classification which has a lower maximum salary this will be treated as a layoff to protect the re-employment rights to the higher class of the incumbent which is affected.
 - 28. Reemployment: The reappointment of a former employee (from a layoff re-employment list) who had regular status with the City at the time of layoff.
 - 29. Regular Status: A status gained upon completion of the required probationary period.
 - 30. Rehire: The reappointment of a former employee who does not have re-employment or reinstatement rights at the time of returning to the City.
 - 28. Reinstatement: The probationary appointment, without examination, of a former regular status employee who has resigned in good standing. Good standing shall be defined as an employee who has given a two week notice prior to resignation. Any employee who

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returns within one year will not be required to take a re-exam for the position to which they are being reinstated. If employee returns within six months of resignation, reinstatement will be with seniority only, bridged from time of resignation minus time employee was off the payroll.

29. Rejection: The separation of an employee from employment during the probationary period.
33. Step Advancement: A change to a higher salary step in the pay range to which a class is assigned.
34. Suspension: The temporary separation of the service of an employee with or without pay, for disciplinary purposes
35. Transfer: A change of an employee from one position to another position in the same class or in the comparable class having the same maximum salary.

**MEMORANDUM OF UNDERSTANDING
CITY of MARTINEZ & LABORERS' UNION LOCAL 324
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**CITY OF MARTINEZ and
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA – LOCAL 324**

SIDE LETTER OF AGREEMENT

RE: MOU Language to Incorporate Amendment Agreement & MOU Extension July 1, 2018 through January 31, 2019, New Employee Orientation and Authorization for Payroll Deductions

Background

This Side Letter of Agreement is entered into by and between the City of Martinez (“City”) and the Laborers’ International Union of North America – Local 324 (“Union”) to extend the parties’ existing Memorandum of Understanding (“MOU”) for a period of seven months, to expire on January 31, 2019. Except as expressly modified below, all existing terms and conditions in the MOU will remain status quo for the term of this extension.

In addition to covering the terms agreed to in exchange for the seven-month extension of the MOU, this Side Letter memorializes the agreements reached during the parties’ meet and confer sessions in accordance with State Statute AB 119, as well as those changes agreed to during re-opener negotiations required by the US Supreme Court decision in Janus v. AFSCME regarding payroll deductions for Union dues and assessments.

New Employee Orientation Provisions

Effective July 1, 2017, California State law was amended to add *Government Code Sections 3555 to 3559* requiring public employers to negotiate with employees’ union representatives to have access to new employee orientation programs in order for the representatives to introduce themselves and discuss union issues with new employees.

In addition, due to changes to the law resulting from the U.S. Supreme Court decision in Janus vs AFSCME and SB 866, further changes to the MOU regarding payroll deductions are required and hereby agreed to.

Summary of Agreements

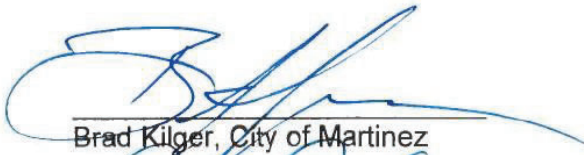
The City of Martinez and the Union met and discussed the impact of the new legislation on the current practice(s) related to Union participation in New Employee Orientations and reached the following agreements:

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CITY of MARTINEZ & LABORERS' UNION LOCAL 324
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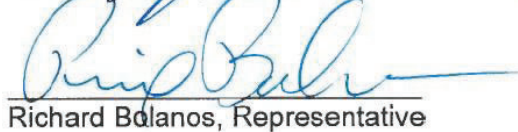
1. The Union confirmed that the City's new employee orientation process affords the Union with more than adequate access to new employees for the purpose of providing information on their Union status and benefits;
2. The City confirmed that it currently notifies job applicants of Union's representation for affected positions throughout the hiring process including providing a link to the Laborers' International Union of North America – Local 324 Memorandum of Understanding (MOU) in the job announcement and that the City will continue this practice;
3. The City confirmed that it includes a hard copy of the MOU and Union contact information in the applicant's contingent job offer letter and will continue this practice;
4. The City confirmed that it references the same information as provided above in the applicant's final offer letter;
5. Upon hire, the Union will provide new employees with the Union related dues, assessments and enrollment forms. Thereafter the Union will certify in writing to the City authorization for the payroll deductions specified in the payroll deduction authorization form;
6. Upon hire of a new employee, the City agreed to provide the Union with the new Bargaining Unit member's name, job title, job site, Division hiring contact responsible for initial contact at work, work email, work and home phone numbers and home address within thirty days of hire or by the first pay period of the month following the hire. In addition, upon request from the Union, the City will provide all legally required updated Bargaining Unit information requested by the Union; and
7. The parties agreed that any disputes regarding changes in the new employee orientation process shall be subject to the Grievance Procedure of this MOU and shall be submitted at the First Formal Step of the Grievance Procedure.

This Side Letter shall become effective upon execution of the parties below and will be subject to the term of the parties' MOU.

FOR THE CITY OF MARTINEZ



Brad Kilger, City of Martinez



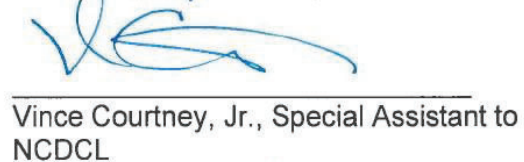
Richard Bdlanos, Representative

DATED: 10/25/18

**FOR LABORERS' INTERNATIONAL
LOCAL 324**



George Griffin, Field Rep/VP



Vince Courtney, Jr., Special Assistant to
NCDCL

DATED: 10/25/2018

**MEMORANDUM OF UNDERSTANDING
CITY of MARTINEZ & LABORERS' UNION LOCAL 324
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CITY OF MARTINEZ

EMPLOYEE SAFETY INCENTIVE POLICY
LOCAL 324

PURPOSE

To recognize and reward employees in higher-risk job classifications who perform their jobs without a recordable injury or illness.

APPLICABILITY

This Policy applies to designated full-time City employees within Local 324.

DEFINITIONS

"Cumulative Trauma Injury" – An employee may file a claim due to an injury that is the result of cumulative (or repetitive) work that generally occurs over several years. Examples are carpal tunnel syndrome, back pain, or internal ailments (e.g. hypertension, cardiovascular). When those claims are filed, instead of having one specific claim date, they typically have a date span such as "January 1990 to the Present." With regard to this specific Policy, the date the claim is filed shall be the date used to determine eligibility or disqualification from the Incentive Program.

"Eligible Employees" – Certain full-time job classifications/positions will be designated as eligible for this Program. Injury and accident statistics are a major factor in designating eligible positions. Transferring employees must have transferred from a position designated as eligible and have participated in the program for the full (12) months of the current program period to be considered eligible. New and transferred employees who were not previously eligible to participate must wait until the next full twelve (12) month period to participate.

"Group" – A Group is comprised of all Eligible Employees within a given work area. For the purposes of this Policy, Groups are defined as all Eligible Employees within the following work areas: Corpyard, Water System, and Building.

"Injury Free Leave Day (IFL)" – A compensated day/shift off (which may be 8, 10, or 12 hours, depending upon the employee's regular work day/shift), awarded to an Eligible Employee who perform their duties without a Recordable Injury during the Program Year. IFL days will be provided by the July 23rd paycheck, and must be used by December 31st of the same year. Time off shall be granted subject to the existing practices for approving leave within the Eligible Employee's department or division. IFL has no cash "buyback" value and is forfeited if unused by December 31st of the year provided, or by the Eligible Employee's separation or retirement, if earlier.

"Program Year" – A 12-month period commencing July 1st and extending to the following June 30th.

"Recordable Injury" – A recordable injury is any injury requiring medical treatment beyond a First Aid or Medical Only claim and otherwise meets the criteria set forth by Cal/OSHA. Recordable injuries generally require the Eligible Employee to be off work, on modified duty, or are exposure injuries (e.g. bloodborne pathogen incidents), that also require the employee to be seen at the appropriate occupational health clinic as designated by the City or the appropriate physician as pre-designated by the employee.

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PROCEDURES

A. Safety Incentive Program

1. Eligible Employees (*excludes administrative/accounting job classes*):
 - a. Corpyard: streets, parks and water crew personnel, including supervisors; mechanics; and parking meter maintenance workers (or their equivalent job classifications)
 - b. Water System: Water Treatment Plant personnel and Water Meter Service workers (or their equivalent job classifications)
 - c. Building: Building and Construction inspectors (or their equivalent job classifications)
2. Programs Defined:
 - a. Groups that complete the entire Program Year with no more than the target number of Recordable Injuries shall receive a special recognition item to be determined by the Safety Advisory Committee with input from the respective departments and divisions. The target numbers of Recordable Injuries, by Group, are listed below:
 - i. Corpyard: no more than two (2) Recordable Injuries during Program Year
 - ii. Water System: no more than one (1) Recordable Injury during Program Year
 - iii. Building: no Recordable Injuries during Program Year
 - b. Eligible Employees that maintain the entire Program Year without a Recordable Injury shall receive an Injury Free Leave Day (IFL), as defined herein.
 - c. Groups and Eligible Employees that maintain the entire Program Year without a Recordable Injury shall be recognized at the City's Annual Safety Luncheon, to be held in July or August each year, starting with a special kickoff event in 2016. All City employees are invited to the Annual Safety Luncheon.

B. Safety Recognition for Non-Eligible Employees

All employees in job classes not eligible for the IFL or Group recognition will be eligible for special recognition to commend individual safety efforts. This recognition will be coordinated and funded through the City's Risk Manager/Safety Coordinator. Components will include a written nomination by the employee's manager or supervisor and presentation of a \$50 gift card. Employees in non-eligible job classes will receive gift cards in the amount of \$50 for each full fiscal year of employment during the past three fiscal years (July 1, 2016 – June 30, 2019).

C. Effective Date

This Program shall, upon adoption, become effective as of July 1, 2016.

Revised August 29, 2019

CITY OF MARTINEZ - LOCAL 324
SIDE LETTER AGREEMENT

This agreement between the City of Martinez, (hereinafter, "City") and Laborers Local 324 (the "Union") memorializes our meeting on May 3, 2023, and the mutual agreement of the implementation of additional provisions applicable to Local 324 MOU, Article 23, Flexible Staffing.

Section 2, General Laborer/Maintenance Worker/Marina Maintenance Worker/Park Caretaker- Flexible Configuration will amended to include:

Section 2.1- General Laborer/Maintenance Worker/Marina Maintenance Worker/Park Caretaker - Flexible Staffing Configuration, allowing for flexible staffing consideration of employees who gained professional experience with other employers.


E. Employees hired as Park Caretaker I, Maintenance Worker I, who successfully complete a probationary period, may request flexible staffing consideration prior to completion of 24 months of City service, provided they demonstrate meeting of the Minimum Qualifications established for the Park Caretaker II or Maintenance Worker II and meet the conditions outlined in Article 23, Section 1- General Provisions.

Section 6. - The parties agree to include the Instrument Technician/Senior Instrument/Maintenance Technician classifications in the flexible staffing consideration.

The parties will work jointly to define training suitable to meet the "training which provides a wide range of knowledge of electrical instruments and mechanical equipment" requirement currently included in the Minimum Qualifications of the Senior Instrument/Maintenance Technician classification description.

This Side Letter shall become effective as of May 3, 2023, and shall continue in full force and effect until expiration at midnight, June 30, 2027

CITY OF MARTINEZ


 04 / 03 / 2024

Michael Chandler, City Manager, Date

LABORERS UNION LOCAL 324

 04 / 03 / 2024

Treston Shull, Vice President, Date

 04 / 03 / 2024

Keith LeMoine, Business Manager, Date