Memorandum of Understanding

City of Auburn and City Hall Employees Association

July 1, 2019 – June 30, 2022

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CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding, without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by City and not abridged herein, include, but are not limited to, the following subject to the requirements of this Memorandum of Understanding and/or any provision of law whether it be statutory or judicial:

> To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

PREAMBLE

This Memorandum of Understanding, hereinafter sometimes referred to as the Agreement, entered into by and between the City of Auburn, hereinafter sometimes referred to as the City, and the Auburn City Hall Employee Association, hereinafter referred to as the Association, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment for employees as provided in the following Agreement.

ARTICLE I
RECOGNITION

1.0 RECOGNITION

The City recognizes the Association as the exclusive representative of those employees within the bargaining unit for the purpose of meeting and conferring in good faith on matters within the mandatory scope of representation, pursuant to California Government Code §3500 et seq.

1.1 AUBURN CITY HALL EMPLOYEE ASSOCIATION EMPLOYEES

The Auburn City Hall Employee Association shall include the following positions:

1. Assistant Civil Engineer
2. Associate Civil Engineer
3. Associate Planner
4. Building Inspector
5. Building Official
6. Engineering Technician I/II
7. Senior Planner
8. Transit & Projects Manager

ARTICLE II
ASSOCIATION RIGHTS

2.0 ACCESS TO EMPLOYEE WORK LOCATIONS

Representatives of the Association shall have the right of reasonable access to bargaining unit members outside of their assigned duties, before and after work hours, at meal and break periods, and at other non-work times with prior notice to the City Manager or designee.

2.1 DISTRIBUTION AND POSTING OF ASSOCIATION LITERATURE

The Association may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Association and shall bear the date of posting.

2.2 USE OF CITY FACILITIES

The City Manager or his designee, upon request, may permit the Association to use facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of City facilities shall be unreasonably denied.

2.3 ASSOCIATION NOTICE/ACCESS

The City will provide CHEA with 10 days' advance notice by email to the CHEA President of any new employee orientation as provided under California Government Code §3556. A designated CHEA representative will be given access and a reasonable amount of time without loss of pay during all new employee orientation meetings to communicate with the public employees that CHEA represents to ensure the effectiveness of state labor relations statues, meaningfully communicate through cost-effective and efficient means with the public employees on whose behalf it acts, and afford CHEA representatives an opportunity to discuss the rights and obligations created by this MOU and the role of CHEA, and to answer questions.

The City will provide CHEA by email to the CHEA President with a list of the name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address of any new employee in CHEA's bargaining unit within 30 days of hire or by the first pay period of the month following hire as provided under California Government Code §3558.

Upon request, the City will provide CHEA by email to the CHEA President with a list of all employees in CHEA's bargaining unit at least every 120 days. The list will include each employee's name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address.

Nothing in the article is intended to limit or abridge the provisions of AB 119 as codified in California Government Code sections 3555 to 3599.

2.4 DISCRIMINATION

The City and Association agree not to discriminate against any employee for the employee's membership in, activity on behalf of, or other means of lawful participation or refraining from participating in the Association which are authorized and protected by statutory law, memorandum of understanding or City code, ordinance or resolution.

ARTICLE III
GRIEVANCE PROCEDURES

3.0 PURPOSE

The purposes and objectives of the Grievance Procedure are to:

(A) Assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors and management.

(B) Afford employees a written and simple means of obtaining consideration of their grievances by informal means at the department head level and review of the Department Head's decisions.

(C) Resolve grievances as quickly as possible and correct, if possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.

3.1 INFORMAL GRIEVANCE PROCEDURE

Any employee who believes that he or she has a grievance as defined under section 3.2 shall make a reasonable effort to discuss the request or complaint with his or her

immediate supervisor in an attempt to settle the matter as simply and informally as possible. The procedure applies to all employees of the City in the bargaining unit.

3.2 DEFINITION OF GRIEVANCE

A "grievance" is the subject of a written request or complaint which has not been settled in 3.1 above and it concerns the interpretation and/or application of a specific term of provision of an applicable memorandum of understanding regarding wages, hours and other terms and conditions of employment over which the appointing authority has control. A grievance must specify the relief sought, which relief must be within the power of the appointing authority to grant in whole or in part.

A grievance shall <u>not</u> include the following:

1. A performance evaluation which is rated satisfactory or above;
2. A position classification issue;
3. Any form of discipline, including: dismissal, suspension or demotion, or any other form of discipline, including a letter of reprimand or counseling;
4. A change in title, job classification or salary based on City classification studies;
5. Any matter which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation or policy established by the City Council; or;
6. A matter which concerns an employee who has, since filing the grievance, submitted a letter of resignation or otherwise voluntarily terminated his/her employment with the City.

3.3 EMPLOYEE'S RIGHT TO REPRESENTATION

An employee may be represented in the preparation and presentation of his/her grievance at any step in the procedure. The grievant is entitled to be released from work with pay for appearances at any or all levels of the grievance procedure. Any expenses incurred by the employee in the retention of representation shall be at the expense of the employee filing the grievance. In cases where the grievant has elected not to be represented by the Association, any resolution agreed to by the parties shall not be binding or precedent setting as to the Association, if it involves an interpretation or application of provisions in the current MOU in effect at the time of the grievance. Such resolution shall not be raised by the City or the Association as precedent setting for purposes of similar grievances involving representation by the Association, however, this shall not bar the City or Association from arguing for the same interpretation or application of MOU provisions in future cases.

3.4 FORMAL GRIEVANCE PROCEDURE

All formal grievances shall be submitted within twenty (20) working days after the occurrence of the circumstances or within 20 working days after the employee knew or should have known of the circumstances giving rise to the grievance; otherwise, the right to file a grievance is waived, and no grievance or cause shall be deemed to exist and no

action will be considered. A formal grievance is deemed submitted upon submission of a written grievance on the form provided by the City for this specific purpose.

3.5 STATEMENT OF GRIEVANCE.

The grievance shall contain a statement of:

(1) The specific situation, act, or acts complained of as in violation of the MOU.
(2) The relevant section(s) of the Memorandum of Understanding.
(3) The inequity or damage suffered by the employee.
(4) The specific action requested.

3.6 CONSOLIDATION

Grievances involving the same or similar issues may be consolidated for presentation at the discretion of the person hearing the grievance.

3.7 RESOLUTION

Any grievance resolved at any step of the grievance procedure shall be final and binding on the City and the grievant, provided it has been reviewed and approved by the City Manager.

3.8 WITHDRAWAL

Any grievance may be withdrawn by the grievant at any time in writing, without prejudice so long as the time for filing a grievance under Section 3.4 has not expired.

3.9 TIME LIMITS

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure. Time limits shall run from the date when time for disposition expired. Any grievance not carried to the next step by the grievant within the prescribed time limits, or such extension, which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

3.10 RESUBMISSION

Upon consent of the person hearing the grievance and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

3.11 WAIVER OF GRIEVANCE STEP

Upon consent of the person assigned to receive the grievance and the grievant, a grievance may be submitted to a higher step in the grievance procedure.

3.12 EXTENSION OF TIME

The time limits for action must be taken or a decision made as specified in this Resolution may be extended only by written consent of the grievant and the person before whom disposition of the grievance is pending.

3.13 GRIEVANCE STEPS

Step One: In the event after the matter is not resolved following the informal review, a written grievance shall be presented within ten (10) working days to the Department Head. The Department Head shall have five (5) workdays to respond in writing to the grievance and may confer with supervisory or administrative personnel before responding to the grievance.

Step Two: If a mutually satisfactory solution to the grievance has not been reached at Step One, the grievant has five (5) working days to submit the grievance to the City Manager. The City Manager shall have ten (10) working days after receipt of the grievance in which to schedule such investigations or hearings as may be necessary and to render a written decision. Unless an extension of time has been agreed upon in writing, failure of the City Manager to render a written decision within twenty (20) working days shall constitute a denial of the grievance, and the grievant may proceed to mediation or arbitration as provided below.

3.14 MEDIATION – MUTUAL AGREEMENT

Prior to an arbitration hearing, the parties, by mutual consent may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the City and the Association. In the event the grievance is not resolved, stipulations, admissions, settlement proposals or concessions agreed to or offered during mediation shall not be admissible at a subsequent hearing. If mediation is not accepted, the parties may proceed to arbitration of the grievance.

3.15 ARBITRATION – SELECTION OF ARBITRATOR

1. An arbitrator may be selected by mutual agreement of the City and the Association.

2. Arbitration - Failure to Agree on Arbitrator: Should the parties fail to mutually agree on an arbitrator, they shall make a joint request to the American Arbitration Association (AAA) for a list of seven (7) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names until one remains. The order of strikes shall be determined by coin toss.

3. Arbitration – Submission of Statement – The parties shall, 30 days following the City Manager's receipt of a written request for arbitration, exchange in writing their understanding of the question or questions submitted for arbitration.

Thereafter, the parties to the arbitration shall exchange a written summary of the evidence they intend to offer. The parties shall reach agreement on and reduce to writing the question or questions to be submitted for arbitration. In the event of no agreement of the question or questions, each party shall submit their own questions together with the exchanged summaries of evidence. A list of witnesses to be used by each side, shall be submitted to each other and the arbitrator ten (10) working days prior to the arbitration hearing.

4. Arbitration - Scope of Arbitration-The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum. The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties and shall reflect the intent of the parties in agreeing to this Memorandum as well as applicable law.

5. Effect of Arbitrator Decision -The decision of the arbitrator shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of $5,000.00 per individual grievant, it is binding on the City. To the extent that such award exceeds $5,000 per individual grievant, it is advisory. The City shall, within sixty (60) days of receiving notice of decision and award requiring expenditure in excess of $5,000 per individual grievant, take action to implement the award or deny the award in excess of $5,000 per individual grievant. The decision of the arbitrator is otherwise final. If the award is denied, the Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum or applicable law.

6. Arbitration - Arbitrator's Decision/Time Limit - Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the hearing. The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by written findings of fact and conclusions of law.

7. Arbitration – Expenses - The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorneys' fees and witness fees shall be borne only by the party incurring that cost.

8. Grievance - Non-Retaliation - Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

ARTICLE IV
HOURS OF WORK AND OVERTIME

4.0 HOURS OF WORK

A. All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturday, Sunday and holidays, including proclaimed office closure by the President or Governor for City employees, continuously from 8:00 a.m. until 5:00 p.m. Employees, for whom necessity requires a different schedule than that generally applied, shall work according to regulations prepared by the respective department heads and approved by the City Manager.

B. Part-time employees hired by the City are defined as those positions working less than a 40-hour week and on an hourly rate of pay.

C. Part-time employees may be hired as temporary, provisional or regular employees with the approval of the City Manager.

D. Extra Help Positions: A position which is intended to be occupied on less than a year-round basis including but not limited to the following: To cover seasonal, peak workloads; emergency extra workloads of limited duration; to fill vacant positions during the recruitment period; and other situations involving a fluctuating staff or workload. Extra Help employees may be hired up to step three of the salary range or with the written approval of the City Manager hired above step 3 of the Salary Range. Extra Help employees shall receive no additional benefits other than those required by law, except with the expressed approval of the City Council. An Extra Help position shall not be filled longer than 960 hours per fiscal year without the specific written approval of the City Manager.

4.1 ALTERNATE WORK SCHEDULES

A. In addition to the traditional workweek of five (5) workdays of eight (8) hours each in a four (40) hour workweek, the City may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour days. In addition, the City may establish a workweek schedule of four (4) nine (9) hour days and one (1) eight (8) hour day or six (6) twelve (12) hour days and one (1) eight (8) hour day in an eighty (80) hour bi-weekly period.

B. The City agrees to discuss with the Association thirty (30) days in advance of implementation of an alternate work schedule. Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks, unless a separate written workweek agreement is entered into by the City and the Association.

4.2 OVERTIME AND OVERTIME COMPENSATION

A. For regular employees subject to regulation of the Department of Labor in the bargaining unit, any work required in excess of the normal workday or workweek shall be classed as overtime work. Vacation, sick leave and holidays shall count as "paid time" for the purposes of calculating overtime provided all other conditions for earning overtime are met.

B. For purposes of computing overtime pursuant to the Fair Labor Standards Act, the normal workweek is established at 12:01 a.m., Sunday, and extends to 11:59 p.m., Saturday.

C. Overtime work, when directly ordered by the department head or the City Manager, shall be compensated by pay at the rate of time-and-one-half the straight time rate, or time off with pay at a rate of time-and-one-half the straight time rate, at the option of the employee. Such time shall be calculated to the nearest fifteen (15) minutes. Compensatory time off may be accumulated up to ninety (90) hours, and the accumulation may continue beyond the fiscal year, if approved by the City Manager. Overtime work beyond the ninety (90) hours accumulation limit will be compensated by cash payment at the time-and-one-half rate. Time worked without direct order of supervisor/department head will be subject to review.

D. Overtime worked after twelve (12) consecutive hours in a workday shall be compensated by pay at the rate of two (2) times the straight time rate or time off with pay at the rate of two (2) times the straight time rate, at the option of the employee. Limits on accumulation and cash out contained in this article shall remain unchanged.

4.3 CALL BACK

In the event that an employee is called out at times other than normal working hours to perform overtime, the employee shall be compensated by the payment of two (2) hours of base rate pay at the straight time rate for the call out, and pay at the rate of time-and-one-half of base rate for the time actually worked during the call out. Call out pay can also be compensated by time off with pay at the rate stated immediately above.

4.4 ACCRUED COMPENSATORY TIME USAGE

Accrued compensatory time shall be used when requested by the employee and approved by the department head.

4.5 STANDBY

Unrestricted Standby: Whenever any employee is required to remain available on a standby basis, he/she shall be compensated at the rate of $1.25 per hour.

Standby duty means time in excess of the official workweek during which an employee is required to return to duty when called to do so.

Restricted Standby: Whenever any employee is required to remain available on a standby basis and be immediately available to a department's requirement for return to duty, he/she shall receive the minimum wage as defined within the Fair Labor Standards Act. If such standby hours exceed the employee's assigned work period, such employee may be eligible for applicable minimum wage overtime. Such employee shall have his/her regular rate of pay and standby pay calculated in accordance with the requirements of the Fair Labor

Standards Act. The possession of a City "beeper" or "pager" shall not constitute standby duty unless the appointing authority or his/her designated representative has specifically assigned the employee to standby duties.

4.6 TRAVEL PAY

Employees shall receive pay to and from any City authorized function when travel is an extension of the normal work shift.

4.7 TRAINING PAY

Any employee in the unit who is assigned in writing, by the appointing authority, to train another employee shall receive five percent (5%) training pay for the duration of the assignment.

ARTICLE V
SALARY ADMINISTRATION

5.0 SALARIES

A. Salary Ranges

Effective the first full pay period after ratification of this MOU, each job classification shall have two salary ranges: Range A and Range B. Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in City personnel rules and this MOU shall apply. Any future unit-wide salary change shall be applied equally to Range A and Range B. Such salary changes may vary slightly due to rounding.

1. Salary Range A

Salary Range A shall be the salary range in place for each employee within a job classification before the date of ratification of this MOU. Employees in permanent positions employed by the City before the date of ratification of this MOU shall be assigned Range A for City job classifications for the remainder of their continuous employment with the City.

2. Salary Range B

Employees hired on or after the first pay period after the effective date of this MOU, shall be assigned to Salary Range B:

a) The top step of Salary Range B shall be 100% of the top step of Salary Range A for each job classification.

b) Salary Range B shall consist of ten (10) salary steps (steps A through J). The range between each step shall be approximately 2.5%, not to exceed 100% of salary range A.

B. One-time Payment

Effective the first pay period after ratification of this Memorandum of Understanding by the City Council, the City shall pay a one-time signing bonus of $1000 to each employee.

C. Salary Increases

a. Effective the first pay period in July 2019, all employees shall receive a 2% salary increase.
b. Effective the first pay period in July 2020, all employees shall receive a 2% salary increase.
c. Effective the first pay period in July 2021, all employees shall receive a 2% salary increase.

5.1 FINANCIAL ABILITY TO MEET FUTURE MOU COMMITMENTS

It is mutually agreed that the City of Auburn may have limited financial ability to pay future salary increases, and such ability is entirely dependent upon the economic conditions that prevail in the community and legislative actions of the State of California. The City Manager, Administrative Services Director and representatives of the Association will meet each year, after the adoption of budgets for both the City of Auburn and the State of California, to review the status of forecasts for all major revenue components for the City's General Fund, including:

- Property tax revenue forecasts consistent with information received from the Placer County Auditor-Controller;
- Adjustments to City of Auburn Assessed Valuation received from the Placer County Auditor-Controller, primarily as it impacts the amount of Property Tax received in lieu of Motor Vehicle License Fees; and
- Sales tax forecasts consistent with information received from the State of California Board of Equalization;

In the event there are delays in the adoption of the State Budget, any scheduled salary adjustments referenced in this Memorandum of Understanding may be implemented retroactively to the beginning of the fiscal year (July 1st).

Recognizing that the above referenced revenue sources represent approximately two-thirds of all General Fund revenue received by the City, any legislative change in the allocation formulas used for distributing property taxes, sales taxes or property tax in-lieu of motor vehicle license fees that decreases the amount of such revenues received by the City, shall result in the suspension of any COLA increase referenced in this Memorandum of Understanding. Furthermore, in the event sales tax receipts received are less than the amount set forth in the adopted budget, such event shall also result in the suspension of any salary increase referenced in this Memorandum of Understanding. The City will meet with the Association as soon as practical to discuss any such COLA increase suspension. No other provision of this agreement is subject to this reopening clause.

Additionally, during the term of this agreement, in the event the City declares a fiscal emergency and the City's general fund reserves fall to a level 1.2 million dollars below existing levels, as of July 1, 2017, any remaining subsequent salary increase shall be cancelled.

5.2 STATUS CHANGES

A. Salary at Time of Employment

The plan may provide a flat salary rate or a salary range for each classification with a minimum, maximum and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step on employment, except that the City Manager or other appointing authority may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually qualified. Such offer must be in writing and supported by documentation.

B. Change in Pay Upon Promotion

When an employee is promoted, he/she shall normally receive the first step in the salary range for the new position. However, if such step is equal to or less than his/her present salary, or he/she would be eligible for step advancement within sixty (60) days in his/her previous position, he/she shall receive the next step in the salary range of the new position, which is immediately above his/her present salary.

C. Change in Pay Upon Demotion

When an employee is demoted, he/she shall be placed in a salary step in his/her new class, which is the same as or above the step held prior to demotion, providing said demotion is not the result of disciplinary action.

D. Change in Pay Upon Reclassification

When a position is reallocated to a classification with a higher pay range and the incumbent employee retains the position, he/she shall normally be placed at the first step in the new range. If no increase in pay results, advancement may be

made to the new step immediately above the present salary. When a position is reallocated to a classification for non-disciplinary reasons with a lower salary range, the incumbent employee shall not be reduced in pay while he/she continues to occupy the position. If his/her current rate exceeds the maximum step of the new range, his/her salary shall be frozen ("blue penciled") at its current level. When the incumbent leaves the position, his/her replacement shall normally be hired at the beginning rate.

5.3 ANNIVERSARY DATES

The City agrees to modify its anniversary date rules to require that any and all merit step increases, or other anniversary date references will be applied in the pay period in which the anniversary date falls.

5.4 MERIT STEP INCREASES

A. Salary Range A Employee: Employees may be advanced to higher steps as merited by progressive improvement in job skills and work performance, as evidenced by periodic performance appraisal documents. The following time-in-step requirements shall apply before employee gains eligibility for an advancement in pay.

Step	Time-in-Step
A.	6 months
B.	6 months
C.	1 year
D.	1 year
E.	n/a

B. Salary Range A Employee: Effective the first pay period in January 2016, the time in step requirements shall be as follows:

Step	Time-In-Step
A.	6 months
B.	6 months
C.	1 year
D.	1 year
E.	1 year
F.	n/a

C. Salary Range B Employees: Employees may be advanced to higher steps as merited by progressive improvement in job skills and work performance, as evidenced by periodic performance appraisal documents. The following time-in-step requirements shall apply before employee gains eligibility for advancement in pay.

Step	Time-In-Step
A.	6 months
B.	6 months
C.	1 year
D.	1 year
E.	1 year
F.	1 year
G.	1 year
H.	1 year
I.	1 year
J.	n/a

D. The City Manager shall have the authority to withhold step advancements only for reasonable cause, and the department heads have the authority and responsibility to recommend withholding step advancements by the City Manager, if they are not merited. Department heads shall keep their employees informed about their job performance, giving good work its proper recognition any deficient work all possible guidance and assistance toward improvement. Department heads shall notify the employee as to the reasons for withholding step advancements. Such matters may be subject to the grievance procedure and limited to whether the City was arbitrary, capricious or discriminatory.

E. Part-time employees will receive step increases within their pay range in a time frame that is proportional to the number of hours worked on a weekly basis, and this will be a longer period of time than is necessary for a full-time employee to receive a step increase.

F. For the purposes of this policy on the length of service necessary to receive a step increase, the following categories of part-time employees will be established based upon the range of hours worked weekly:

Part-Time Category	Weekly Range of Hours
1/2 time (50%)	1 to 20 hours worked
3/4 time (75%)	21 to 30 hours worked
Full time	31 to 39 hours worked

5.5 PAY STEPS B AND C WITHIN A PAY RANGE

A. One-half (1/2) time (1 to 20 hours) employees shall be eligible for a step increase in one (1) year.

B. Three-quarter time (21 to 30 hours) employees shall be eligible for a step increase in nine (9) months.

C. Full-time (31 to 39 hours) employees shall be eligible for a step increase in six (6) months.

5.6 PAY STEPS D THROUGH J WITHIN A PAY RANGE

A. One-half (1/2) time (1 to 20 hours) employees shall be eligible for a step increase in two (2) years.

B. Three-quarter time (21 to 30 hours) employees shall be eligible for a step increase in fifteen (15) months.

C. Full-time (31 to 39 hours) part-time employees shall be eligible for a step increase in one (1) year.

5.7 PAY FOR EMPLOYEES IN AN "ACTING" CAPACITY

Any employee in the Unit who is assigned to, and performs the duties of a higher-level classification in an "acting" capacity for a full shift or more, for any reason, shall receive the first step of the higher-level class or at least a five percent (5%) increase over their current salary step.

5.8 SPECIAL ASSIGNMENT POSITIONS

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager. Special assignment positions so established will be reviewed annually by the City Council. Selection of employees to said position and removal there from shall be made by the City Manager upon recommendation of the department head. An employee so assigned shall receive a salary increase of not less than five percent (5%) of his/her present salary.

5.9 DEFERRED COMPENSATION

Employees in the unit shall be allowed to voluntarily participate in the City-sponsored deferred compensation plan.

5.10 LONGEVITY

A. Longevity pay will first commence to be paid at the start of work year seven (7), at the start of work year eleven (11), and at the start of work year twenty-one (21). Longevity increments shall be five percent (5%) over the employee's base salary and shall be administered based upon the employee's regular employment date.

B. Employees within the classification of Senior Planner, hired on or before the effective date of this MOU, shall not be eligible for the longevity step available at the start of work year twenty-one (21).

5.11 FILLING OF VACANT POSITIONS/CLASSIFICATION ADVANCEMENT

All positions open for recruitment shall be posted on each departmental bulletin board beginning with the first day of the job opening, and remaining on each departmental bulletin board in an area accessible to employees, until the application period closes. The City also agrees to post all open recruitment flyers on the City Intranet.

Provided that the position is budgeted, employees of the unit hired in the entry or "I" level of the class series shall be promoted to the "II" or journey level of the class series upon completion of one (1) year of service, provided that the performance rating of the employee is at an overall "satisfactory" or higher rating. An employee with less than a satisfactory overall rating at the lower level shall be re-evaluated no later than three (3) months after the original denial of their promotion, so that he/she may be promoted to the next higher level of the class series. Denial of a promotion to the next higher level after the second review may only be for reasonable cause.

5.12 LIMITED REOPENER - PAY FOR PERFORMANCE NEGOTIATIONS

City and Association agree to reopen negotiations at the discretion of the City for the sole purpose of negotiating a new pay for performance system as generally discussed in the City's proposals during the 2008 contract negotiations. Such negotiations are strictly limited to such pay for performance, and shall not include any other subjects.

ARTICLE VI
SPECIAL ALLOWANCES

6.0 PUBLIC WORKS FIELD EMPLOYEES UNIFORM ALLOWANCE

The City shall provide field employees (Building Official, Building Inspector, Construction Inspector, Engineering Inspector I/II, Senior Building Inspector) with an annual uniform allowance upon presentation of need to Department Director to consist of 6 pair of pants, one pair of safety boots per year based on need. These shall be provided and replaced upon presentation of need to the Planning & Public Works Director.

6.1 MEAL ALLOWANCE

In the event an employee is required to work an additional one and one-half (1.5) hours beyond a regularly scheduled shift (including call out time and emergency overtime), the employee shall be entitled to receive the following meal allowances, through the payroll system, upon request to their Supervisor/Director with a completed overtime slip:

Breakfast	$12.00
Lunch	$16.00
Dinner	$29.00

6.2 MILEAGE ALLOWANCE

When an employee in the unit is conducting City business or is authorized to attend seminars, schools, etc., or when provided by department head/appointing authority, which requires them to travel, they shall use a City vehicle if one is available. When a City vehicle is not available, the employee may use his/her privately owned vehicle and be reimbursed at the current General Services Administration (GSA) rate. Use of privately owned vehicles must be authorized in advance by the City Manager or his designee. Employees authorized to use a privately-owned vehicle shall be required to maintain Public Liability and Property Damage (PL & PD) insurance coverage on their vehicle and to maintain their operator's license in good standing.

6.3 IMMUNIZATION SHOTS

The City will provide immunization shots for employees as required by state and local health officials for certain working conditions. Additionally, the City will provide, at no expense to the employee, hepatitis vaccinations to all employees of the Department of Public Works who are assigned to work tasks that may result in the risk of hepatitis exposure.

ARTICLE VII
LEAVES OF ABSENCE

7.0 VACATION

7.1 VACATION CREDITS

All eligible employees shall earn vacation credits at the rate of:

A. One (1) workday per month for the first two (2) years of service.

B. For three (3) to five (5) years of service, all eligible employees shall earn vacation at the rate of fifteen (15) working days of vacation per year.

C. After five (5) years of full service all eligible employees shall earn vacation credits at the rate of seventeen (17) working days of vacation per year.

D. After ten (10) years of service, all eligible employees shall earn vacation credits at the rate of twenty-one (21) working days of vacation per year.

E. After fifteen (15) years of full service all eligible employees shall earn vacation credits at the rate of twenty-three (23) working days of vacation per year.

7.2 VACATION LEAVE RIGHTS

Vacation leave is a right of the employee; however, the use of same shall be approved by the department head or his designee, taking into account the desires and seniority of employees and, more particularly, the workload requirements of the department.

7.3 VACATION FOR PROBATIONARY EMPLOYEES

Probationary employees, while serving their first twelve (12) months in the service of the City, shall not be allowed to use their accrued vacation time during the first six months of employment. However, vacation credit shall accrue to such probationary employees during said six (6) months.

7.4 VACATION LEAVE BANK B

Effective November 10, 2015, the City shall establish Vacation Leave Bank A and Vacation Leave Bank B, which shall be subject to the following:

A. Existing employee vacation leave balances shall be transferred to Vacation Leave Bank B.
B. Vacation leave shall acre to Vacation Leave Bank A.
C. Vacation Leave Bank B shall be subject to the following additional standards:

1) No additional vacation leave shall be accrued to Vacation Bank B.
2) Vacation Leave expended from Vacation Leave Bank B shall be credited on an hour-for-hour basis and will not be prorated to reflect previous hourly rates of pay.
3) Employees may cash out up to 100 hours of vacation leave from Vacation Leave Bank B through November 10, 2015.
4) For purposes of cash out, the value of accrued vacation leave in Vacation Leave Bank B shall be based on the current hourly rate of pay earned by employees immediately preceding the effective date of this MOU.
5) Current employees who are under the Vacation Leave Cap as of adoption of this MOU have the option to transfer accrued vacation leave into Vacation Leave Bank B. Employees over the Vacation Leave Cap as of adoption of this MOU have the option to retain up to two (2) years in Bank A.

7.5 VACATION LEAVE CAP

As of his/her anniversary date each year, no employee shall be allowed to maintain a balance of unused vacation leave earned or unearned in excess of twice his/her yearly allowance for the forthcoming year (otherwise known as the "vacation cap"). Employees whose vacation balances exceed the vacation cap shall not accrue vacation until such balances are reduced below the vacation cap. Exceptions to the vacation cap may be made by the City Manager when such exceptions are deemed by the City Manager to be in the best interest of the City. Any vacation leave accrued and not used shall be in

addition to any vacation leave in Vacation Leave Bank B (Section 7.4). This Section (Section 7.5) shall not be applicable to vacation leave in Vacation Leave Bank B.

7.6 ANNUAL VACATION LEAVE CASH OUT

Effective July 1, 2015, employees may cash out up to 40 hours of vacation leave per fiscal year. Vacation leave cash out shall be requested in writing by the employee. The City will process the payment in the next scheduled payroll period or as soon as possible.

7.7 VACATION PAY UPON TERMINATION

Upon termination, all accumulated vacation will be added to the final pay and/or towards early PERS service retirement, at the employee's option. Cash out of vacation from Vacation Leave Bank B shall be paid according to Section 7.4 above.

7.8 VACATION PAYMENT TO THE ESTATE OF EMPLOYEE

The City shall pay to the estate of an employee who dies prior to discharge for cause, retirement or layoff, any accrued accumulated vacation. Payoff shall be based on the hourly pay rate of such employee at the time of death unless otherwise stated herein.

7.9 VACATION LEAVE PART TIME EMPLOYEES

Part-Time employees shall not earn vacation time unless such employees occupy a budgeted position designated permanent part-time, with twenty (20) hours or more per week. Such employees shall receive vacation accrual as follows:

A. 20 hours to 31 hours per week - 1/2 of the vacation accrual of a 40 hour week employee.

B. Part-time employees who are regularly scheduled to work at least thirty-two (32) hours per week with written City approval shall receive the same vacation accrual rate as a permanent forty-hour employee.

7.10 SICK LEAVE

A. Irrespective of the following paragraphs in this section, sick leave shall be allowed in case of actual sickness of the employee.

B. Sick leave shall be earned at the rate of twelve (12) workdays per year. Sick leave shall be taken in periods of no less than one (1) hour. No sick leave shall be earned during leaves of absence without pay.

C. California Labor Code Section 233 Whenever any employee believes it is necessary that he/she be absent from duty because of illness or injury of either a father, mother, stepfather, stepmother, spouse, child, step child, grandparent, grandchild, mother-in law, father-in law or person for whom the employee is legal guardian. He/she may request from his/her immediate supervisor to be absent for forty-eight hours in any calendar year with pay. Any such time shall be charged to

sick leave. Such sick leave shall be subject to all applicable conditions and restrictions provided herein and in accordance with Section 233 of the California Labor Code. The above does not apply to extra help employees.

D. With the approval of the City Manager, any eligible employee with at least five years of continuous City service may be granted up to five (5) workdays family illness leave with pay per calendar year in the event of the illness of a family member. Use of family leave with pay is intended to apply in serious and unforeseen circumstances where the presence of the employee in the home is required. For purposes of family leave, immediate family shall be defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law or father-in-law of the employee. The definition of "family leave" as set forth in this Memorandum of Understanding is to include not more than two (2) days off for a family emergency. A family emergency is intended to be limited to such catastrophic circumstances as a missing member of the immediate family (son, daughter, and spouse) or loss of housing due to fire, flood or similar unforeseen event. Use of family leave under this section is subject to approval of the appointing authority upon a showing by the employee that the cause of leave conforms to these conditions. The maximum of two (2) days emergency leave is not subject to annual accrual nor may such time be transferred between employees.

E. Upon termination, an employee will receive cash compensation for accumulated sick leave in excess of forty (40) days. Compensation for such accumulated sick leave shall be based upon the hourly pay rate of such employee at the time of termination or resignation. Upon retirement, in lieu of cash payoff and at the option of the employee, accumulated sick leave may be applied toward early retirement on a day-for-day basis. However, any employee who retires after July 1, 1989, shall not accrue "new" time or be eligible for "new" pay increases granted after his/her retirement date so long as they are using previously-accrued sick leave for early retirement purposes.

F. Employees shall have the option to sell back to the City up to nine (9) days annually of accumulated sick leave, provided that the employee has an accumulated balance of not less than seventy (70) days. In the event the City Council determines it has a financial problem, it shall direct the City Manager to reject sick leave "buybacks" for the fiscal year. The City manager shall meet with the Association prior to such action; however, such meeting shall not be construed as a "meet and confer" obligation.

G. Part-time hourly employees shall earn sick leave at an accrual rate that is proportionate to the hours worked. For example, a full-time regular position working forty (40) hours per week earns sick leave at a rate of eight (8) hours per month. A half time, regular part-time position working twenty (20) hours per week would therefore earn sick leave at a rate of four (4) hours per month. Part-time employees subsequently hired as permanent full-time employees shall receive prorated credit for part-time service toward sick leave accrual as a full-

time employee. Part- time employees hired after July 1, 2005 shall not earn sick leave benefits unless such employees are regularly scheduled to work a minimum of twenty (20) hours per week and have worked at least 30 days within the calendar year. Part-time employees who are regularly scheduled to work at least twenty (20) hours per week shall receive one-half (1/2) of the accrual rate for full-time employees. Part-time employees who work between twenty (20) hours and thirty-two hours per week shall receive three-fourths (3/4) of the accrual rate for full-time employees. Part-time employees who work between thirty-two (32) hours and forty (4) hours per week shall receive one hundred percent (100%) of the accrual rate for full-time employees.

H. Probationary employees, while serving their first three (3) months in the service of the City, shall not be allowed to use their accrued sick leave. However, they shall continue to accrue sick leave credits at the regular rate for entitlement thereafter.

I. The City may require substantiating evidence for any absence if the City believes that that the employee may be abusing the sick leave privilege, including requiring such employee to file a physician's certificate or a personal affidavit stating that the employee was not able to perform work duties due to a medical condition, before sick leave will be granted. In case of frequent use of sick leave or patterned absence, an employee may be required to file a physician's statement for each illness, regardless of duration. An employee may also be required to take an examination by a physician designated by the City and to authorize consultation with his own physician concerning his illness. If an employee becomes ill while on vacation, his period of illness may be charged to sick leave upon presentation of a doctor's certificate stating the nature and extent of the illness.

J. Employees, shall, whenever possible, make appointments for medical, dental and similar purposes on Saturday or other non-workdays. If this is not possible, sick leave may be used for these purposes in accordance with the rules state above.

K. Effective November 10, 2015:

1) Sick Leave Bank A and Sick Leave Bank B shall be established.
2) Existing employee sick leave balances shall be transferred to Sick Leave Bank B.
3) Sick Leave shall accrue to Sick Leave Bank A.
4) Sick Leave Bank B shall be subject to the following additional standards:
   a. No additional sick leave shall be accrued to Sick Leave Bank B.
   b. For cash-out purposes, sick leave in Sick Leave Bank B shall be based on the current hourly rate of pay earned by employees immediately preceding the effective date of this MOU.

c. Sick Leave expended from Sick Leave Bank B shall be credited on an hour-for-hour basis and will not be prorated to reflect previous hourly rates of pay.

7.11 SECOND TIER BENEFITS PROGRAM

Employees shall, for the first five (5) years of City service, receive a second tier of benefits as follows:

A. Sick leave balances may not be surrendered to the City for cash value, except Sections E & F in Section 7.10 apply to only Sick Leave Bank B.

B. Family leave time is designated as sick leave and will be deducted from sick leave balances.

C. Upon retirement, such unused sick leave balances remaining may be applied as PERS service credit, but cannot be cashed.

D. Sections A, B, C, D, G, H, I, J and K in Section 7.10 above shall apply to employees in Tier II.

7.12 MANDATORY TIME OFF

Effective November 10, 2015, employees shall not accrue Mandatory Time Off (MTO). Employees with accrued MTO time may continue to use such time in the same manner as Vacation Leave, except that MTO shall have no cash value.

7.13 FUNERAL LEAVE

Any eligible employee shall be granted funeral leave with pay, as necessary, but not to exceed five (5) workdays upon the death of a close relative. For purposes of funeral leave, close relatives are defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law or father-in-law of the employee. Additional funeral leave for travel purposes not to exceed three (3) workdays may be granted by the City Manager when circumstances warrant the same.

7.14 JURY LEAVE

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay while actively rendering such service. Any jury fees received by an employee shall be remitted to the City, exclusive of any meal/and/or travel reimbursements rendered by the courts.

7.15 HOLIDAYS

The following days shall be holidays for employees in the unit

A. New Year's Day
B. Martin Luther King, Jr., Day (third Monday in January)
C. Lincoln's Birthday (February 12)
D. Washington's Birthday (third Monday in February)
E. Memorial Day (last Monday in May)
F. Independence Day (July 4)
G. Labor Day (first Monday in September)
H. Veteran's Day (November 11)
I. Thanksgiving Day (third Thursday in November)
J. The Friday immediately following Thanksgiving Day
K. Christmas Day (December 25)
L. The last working day before Christmas Day
M. The last working day before New Year's Day
N. 4 hours floating holiday to be utilized within the Calendar Year, any unused hours will not be carried over to subsequent years.

7.16 IF A HOLIDAY FALLS ON A SATURDAY

If a holiday falls on Saturday, then the previous Friday is to be taken. If a holiday falls on Sunday, then the following Monday is to be taken.

7.17 EMPLOYEES REQUIRED TO WORK A HOLIDAY

Any employee who might be required to work on any of the above holidays shall be compensated at overtime rates in accordance with Overtime Sections in this Agreement. If a holiday falls on an employee's regular day off, he/she shall be entitled to equivalent time off at a later date.

7.18 PAID HOLIDAYS PART-TIME EMPLOYEES

Paid holidays granted by the City to full-time, regular employees shall also be granted, on a prorated basis, to part-time, permanent employees. Such proration shall be based upon part-time hours worked. Part-time employees hired after July 1, 2005 shall not earn holiday benefits unless such employees are regularly scheduled to work a minimum of twenty (20) hours per week. Employees who are regularly scheduled to work at least twenty (20) hours per week shall be eligible to receive four hours of holiday pay for each applicable holiday. Part-time employees who work between twenty (20) hours and thirty-two hours per week shall receive six (6) hours of holiday pay for each applicable holiday. Part-time employees who work between thirty-two (32) hours and forty (40) hours per week shall receive eight (8) hours of holiday pay for each applicable holiday.

7.19 MILITARY LEAVE

A. Military leave shall be granted in accordance with the provisions of state law (Military and Veterans code). All employees entitled to military leave shall give

their department head and the City Manager a notice and opportunity, within the limits of military requirements, to determine when such leave shall be taken. If available, a copy of military orders received shall be delivered to the City prior to the taking of such leave. If not available, then upon return from military duty a copy of military release shall be given to the City.

B. Full pay shall continue while the employee is on military duty; however, upon return to employment in the City, any military pay received for such duty is to be reimbursed to the City.

7.20 LEAVE OF ABSENCE

The City Manager, upon written request of an employee, may grant a leave of absence without pay for an initial period up to ninety (90) days. Additional leave, not to exceed one (1) year maximum, may subsequently be granted for good and sufficient reason. Leaves hereby authorized shall include educational leaves, maternity leaves, employee illness and injury, and leave for any other purpose promoting the good of the service. Whenever granted, such leaves shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time leave was granted. Failure of the employee to report promptly at its expiration, or within a reasonable time after notice to return to duty shall terminate his or her right to be reinstated. Any leave without notice or without authorization shall be absence without leave and shall be the basis for summary dismissal.

7.21 CATASTROPHIC LEAVE PLAN

A. A benefit-qualified employee may donate to or receive from any other employee donation from any banked time except sick leave (i.e., vacation, CTO, holiday). Participation in this plan shall be voluntary.

B. All donations shall be made and accepted in writing using a form jointly developed by the City and the Association.

C. The City and Association will post and publicize the name and department of each employee in need of donation.

D. The donation in any category must be a minimum of one (1) hour of usable time.

E. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient.

F. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.

G. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Exceptions to this paragraph may be approved by the Association and City Manager or designee.

H. To be eligible to use donations, an employee must:

(1) Be incapacitated and unable to work or needed to care for a family member who is incapacitated due to a prolonged, catastrophic, non-industrial illness or injury as confirmed by the treating physician. Documentation must include the estimated time the employee will be unable to work;

(2) Have exhausted all usable balances, including sick leave;

(3) Be on an approved leave of absence.

7.22 ELIGIBILITY TO DONATE HOURS

To be eligible to donate hours, an employee must retain a total of at least one hundred twenty (120) hours (including sick leave) after the donation.

7.23 USE OF DONATED HOURS

All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:

A. All leave balances, including both donated and accrued leave, are exhausted; or

B. The employee returns to work at his/her normal work schedule; or

C. The employee's employment terminates.

7.24 DONATED HOURS RECEIVED

Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal work hours.

7.25 DONATED HOURS UTILIZED

Used donation leave time shall count toward the application of City service and benefits in the same manner as when the employee is on paid vacation leave.

7.26 DONATED HOURS COUNTS TOWARD CITY SERVICE

Used donated leave time shall be subject to the recipient's normal payroll deductions.

ARTICLE VIII
HEALTH AND WELFARE

8.0 HEALTH, DENTAL AND VISION BENEFITS (FULL-TIME EMPLOYEES)

A. The City shall pay up to the following amounts per month for health coverage:

Employee only	80%
Employee + spouse	80%
Employee + family	80%

B. For the period of this MOU, the following participation formula shall apply: The City will pay eighty percent (80%) and employees will pay twenty percent (20%) of the average increase in premiums occurring in those CalPERS plans offered to City employees in the 95603 zip code area (excluding the highest and lowest).

C. Any full-time employee may elect not to receive health coverage from the City. Employees who elect not to receive health coverage from the City will be required to sign a release form. Any employee who signs a release form shall receive monthly payments equal to the one (1) person coverage amount in effect at the time the release is signed. From time to time said amount will be increased as set forth in another provision of the MOU.

D. Employees may contribute to a vision plan that is self-funded by the City. Employees shall contribute to the plan in the following amounts per month:

Employee only	$2.00
Employee + spouse	$4.00
Employee + family	$5.60

E. The City will provide a self-funded dental plan.

F. Employees may participate in City sponsored optional "Cafeteria Plan" benefits.

8.1 HEALTH, VISION AND DENTAL BENEFITS (PART-TIME EMPLOYEES)

The City will pay fifty percent (50%) of health insurance premium costs for part-time employees. Part-time employees desiring coverage must pay fifty percent (50%) of said health insurance premium costs.

Part-time employees hired after July 1, 2005 who are regularly scheduled to work less than twenty-hours per week are not eligible to participate in the health, vision and dental

plans. Part-time employees regularly scheduled to work twenty (20) hours per week shall be eligible to have fifty percent (50%) of the above applicable premium costs paid by the City. Part-time employees who work between twenty (21) hours and thirty-one (31) hours per week shall have seventy-five percent (75%) of the above applicable premium paid. Part-time employees who work between thirty-two hours and forty hours per week shall have seventy-five percent (75%) of the above applicable premium paid.

8.2 CHIROPRACTIC SELF FUNDED PROGRAM

The City agrees to establish a self-funded Chiropractic Program as soon as practical with the following benefits and premiums: 20 visits annually per employee and each employee's dependents; Plan to pay $10 per visit; 75% percent of premium to be paid by City; 25% of premium to be paid by employee. The specific monthly premium for employee and City shall be:

		Employee	City
A.)	Employee only coverage:	$4.16/month	$6.24/per month
B.)	Employee plus one:	$8.32/month	$12.48/per month
C.)	Employee plus two or more:	$11.64/month	$17.46/per month

8.3 REQUESTS OF RETIRED EMPLOYEES

Upon request of an employee who is retiring, City shall transfer that employee's unused, accrued sick leave into a pool to be used for payment of health insurance premiums. Only accrued and unused sick leave in Sick Leave Bank B, and in accordance with Section 7.10 and 7.11, shall be permitted for payment of retiree health insurance premiums. The request shall be made within thirty (30) days following the retirement of the employee. When the balance in the pool is exhausted, the retired employee shall be responsible for paying the full cost of health insurance premiums.

8.4 LIFE INSURANCE

The City shall provide life insurance for all full-time, regular employees in the unit in the amount of $50,000 for each employee. Each employee shall be allowed to purchase additional amounts of live insurance above the $50,000 provided by the City. These additional amounts will be paid for by the employee and may be paid for through payroll deductions.

8.5 STATE DISABILITY INSURANCE

Employees in the unit shall be enrolled in the State Disability Insurance (SDI) program. The premium costs for SDI shall be borne by the employee, and payments shall be integrated with accrued sick leave.

8.6 RETIREMENT

A. Upon placement in a probationary status, employees in the unit shall be members of the Public Employees Retirement System (PERS), as provided by the terms of the contract in effect between the City and PERS. The City shall provide each employee with an annual report of the total dollars paid for the employee and credited to the employee account in the Public Employees Retirement System.

B. Retirement Formula:

1. Employees hired prior to January 1, 2013:
   Employees hired prior to January 1, 2013 shall be members of the Public Employees Retirement System (PERS), and shall have the PERS 2% @ 55 formula as provided by the terms of the contract in effect between the City and PERS. The contract provides for the following benefits: 2% at 55 single highest year compensation pension formula, optional settlement 2W death benefit, 2% cost of living allowance (COLA), and unused sick leave conversion at retirement. The employee shall be responsible for paying the employee required contribution of 7.0% and the City shall pay all of the employer's required contribution to the Public Employees Retirement System.

2. Employees hired on or after January 1, 2013:
   New employees shall be members in PERS in compliance with the Public Employees' Pension Reform Act (PEPRA). Employees shall receive the following benefits: 2% at 62 thirty-six (36) month average compensation pension formula, optional settlement 2W death benefit, 2% cost of living allowance (COLA), and unused sick leave conversion at retirement.. New members shall contribute fifty percent (50%) of the total normal cost of the PERS retirement plan, as determined by PERS annually. Additionally, any payments made by the employee shall be credited to the employee's PERS account in accordance with PERS rules.

8.7 DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol or substance abuse testing.

"Reasonable suspicion" for purposes of this Section includes, but is not limited to, the following:

A. A critical incident has occurred while on duty for the City or at the employee's work location. A Critical Incident is defined as:

- An accident in a City vehicle, or
- An accident in a personal vehicle while on City business.

B. An accident involving a City vehicle or equipment causing damage to property or persons in combination with any factors in in paragraphs C, D and E below.

C. Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.

D. Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with an open container of alcohol in work area or vehicle.

E. Documented objective facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective facts may include characteristics of the employee's appearance, behavior, mannerisms, speech or body odors. Components of such documentation should include equilibrium, manner of speech, mental reactions, odor of intoxicants on breath or clothing, eyes, general appearance, physical actions and work behaviors.

8.8 EMPLOYEE ASSISTANCE PROGRAM

The City has established an Employee Assistance Program (EAP) and contributed an amount not to exceed $9.30 per month per employee toward the cost for such City-determined program. Such a program provides counseling services for personal and family member problems related to marital/family relationship problems, alcohol or drug abuse, stress-related problems, depression and other types of psychological problems for employees of such referral and intervention.

ARTICLE IX
REDUCTION IN FORCE

9.0 LAYOFF AUTHORITY

The City Manager may lay off employees pursuant to the following procedures:

A. The City will notify the Association of pending layoffs at least 30 days prior to the layoff of employees. The City will notify affected employees at least two (2) weeks prior to actual layoff. The City at its discretion may place employees scheduled for layoff on paid Administrative Leave.

B. The City shall provide the Association with the opportunity to meet and confer regarding alternatives to the layoff.

9.1 REASONS FOR LAYOFF

The appointing authority may lay off or reduce an employee when necessary:

A. For reasons of economy, lack of work or funds;

B. A change in organization where there are more employees than positions in any class within the City.

9.2 EMPLOYMENT STATUS AND LAYOFF

A. Layoffs and reductions shall be made by class or position. In each class or position in which there is to be a layoff or reduction, employees shall be laid off according to employment status in the following order:

First:	Temporary
Second:	Probationary
Third:	Permanent

B. Temporary employees shall be laid off according to the needs of the service as determined by the appointing authority. Probationary employees in the class shall be laid off or reduced according to seniority in service.

9.3 ORDER OF LAYOFF

A. In case there are two or more regular employees in the class from which layoff or reduction is to be made, such employees shall be laid off or reduced on the basis of the last rating in the class as follows:

(1) Employees within each category shall be laid off in inverse order of seniority in City service, EXCEPT where an employee possesses special skills essential to the City.

(2) An employee whose position must be eliminated or vacated for the reasons cited in this Section and who requests a voluntary reduction rather than cause some less senior employee to be laid off or reduced, is entitled to have his/her name placed on a re-employment list.

(3) In the event of a tie in seniority, the following regular performance ratings on file will determine the order:

First:	All employees having ratings of "Unsatisfactory"
Second:	All employees having ratings of "Improvement Needed"
Third:	All employees having ratings of "Satisfactory"
Fourth:	All employees having ratings of "Outstanding"

9.4 BUMPING RIGHTS

1. An employee who is laid off may elect to either "bump" to a position previously held or to fill a vacancy for which he/she possesses the minimum and desirable qualifications and has seniority rights.

2. An employee whose position must be eliminated or vacated for the reasons cited in this section and who requests a voluntary reduction rather than cause some less senior employee to be laid off or reduced, is entitled to have his name placed on a re-employment list.

9.5 RE-EMPLOYMENT LIST

A. The names of persons laid off or reduced in accordance with these rules shall be entered upon a re-employment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available. Two refusals shall cause the incumbent's name to be stricken from the list.

B. Names of persons laid off or reduced in lieu of layoff shall be carried on a re-employment list for a three (3) year period, except that the names of persons appointed to regular positions of the same level as that from which laid off shall, upon such appointment, be dropped from the list. Persons reduced or re-employed to a lower class or re-employed on a temporary basis shall be continued on the list for the higher position for an additional one (1) year period. A person appointed from a layoff list shall continue to have the same anniversary date he/she had prior to termination, but shall have no seniority accrued, except active service.

C. Persons separated from employment because of budget cuts can retain the right to return to a job if a vacancy occurs, provided that there is an annual notice of interest in being a City employee, and that the minimum standards for employment are met at the time of reinstatement.

9.6 TIES IN PERFORMANCE RATING AND SENIORITY

In case of tie affecting two or more persons, the person with the lowest performance rating shall be laid off first. If a tie still exists and the persons were appointed from the same eligible list to the position from which the layoff is to be made, the person whose name was lower on said eligible list shall be laid off first. If the appointments were not from the same eligible list, that person who was appointed from the later eligible list shall be laid off first.

9.7 EXCEPTION TO ORDER OF LAYOFF

Where the appointing authority deems it to be for the best interest of the service, he/she may retain an employee who has specific qualifications, despite the order of the layoff provided above, if the appointing authority determines:

A. Such action is for the best interest of the service;

B. The employee retained has such special qualifications;

C. The employee laid off does not have such special qualifications; and

D. Such special qualifications are important in the performance of the work of the City.

9.8 REDUCTION

The appointing authority may, at his discretion, if he/she deems it for the best interest of the service, make reductions in lieu of layoff to positions at lower levels in the same or related series or positions in other series for which the employee to be reduced has demonstrated that he/she possesses the skills and aptitudes required in the position to which he/she is to be reduced, thereby causing layoffs only in the lower ranks. An employee reduced pursuant to this Section shall not be subject to further reduction from the class until all employees in that class, who have not been subject to reduction, have vacated that class.

9.9 ALTERNATIVES TO LAYOFF

A. After finding that a layoff of permanent positions is to be recommended to the City Council, the City Manager shall meet with the Association to explore internal alternatives to laying off workers such as: early retirement incentives, transfer opportunities, training and development assignments, and voluntary layoff.

B. If, after alternatives have been exhausted, actual layoff has been approved by the City Council, the City Manager shall make the following services available:

(1) Employee Assistance Program counseling;

(2) Job counseling (including resume preparation, interview skills, updated information on completing applications, networking skills);

(3) Access to City documents regarding employment opportunities in surrounding cities and other agencies with whom the City has contacts

(4) Job training programs to update skills

(5) Such services shall be provided by the City for a period not to exceed six (6) calendar months from the date of City Council approval of layoff

9.10 CONTRACTING OUT SERVICES

The City shall notify the Association no less than 45 days prior to permanently contracting any work performed by Unit employees.

ARTICLE X

DISCIPLINE PROCEDURE

10.0 MOU PRECEDENT OVER CITY PERSONNEL RULES AND REGULATIONS

Association and City agrees that the ARTICLE X DISCIPLINARY GRIEVANCES of the CITY PERSONNEL RULES shall be replaced in its entirety by the following disciplinary process:

10.1 DISCIPLINE PROCEDURE

A. GENERAL PROVISIONS

1. The term "discipline" as used in this section includes, but is not limited to: 1) letter of reprimand; 2) suspension; 3) demotion; 4) termination. One form of discipline does not preclude any other form and the City retains the right to move to any disciplinary action warranted by the circumstances and employee conduct. The level of discipline shall consider the seriousness of the offense and the employee work history.

2. The City Manager or designee may discharge, suspend, demote, reduce in pay, or otherwise render discipline to all employees of the City.

3. Department heads, with the approval of the City Manager, may suspend employees of their respective departments for a period of five (5) days or less.

4. Disciplinary action taken against an employee holding regular status shall be subject to appeal and review in the manner hereafter provided.

5. Department heads, with the approval of the City Manager, may discharge any probationary employee without cause. There is no appeal for a probationary release.

6. Oral counseling and/or documented oral counseling shall not be subject to any appeal or grievance procedure, however an employee has the option to submit a written rebuttal if they so choose. These documented oral counseling memorandums may be removed upon request from the employees personnel file (maintained in Administrative Services and department) after 2 years, provided that no disciplinary action has occurred during this period. After such conditions are met, such counseling memorandums shall become null and void.

7. The City Manager shall approve any discharge of an employee prior to such discharge becoming effective.

8. When an employee is served with a final notice of termination (discharge) from City employment, the employee shall be immediately removed from the City payroll.

B. DISCIPLINE

1. Investigations

The City Manager shall be responsible for all investigations regarding possible long-term disciplines.

2. Short-Term Discipline

Short-term discipline is any suspension of an employee for a period of five (5) days or less, or a Letter of Reprimand. Any appeal by such employee of a short-term discipline is limited to a review by the City Manager or designee. The affected employee shall submit such appeal within five (5) workdays after being notified of the proposed suspension or letter of reprimand. The City Manager or designee shall respond to such appeal within five working days following the employee's appeal, by sustaining, reducing or removing such suspension or Letter of Reprimand.

The request for an appeal shall contain the following:

a. The name of the employee requesting the appeal.
b. The name/address/phone number of the employee's representative
c. The date that the request for an appeal was prepared.
d. All known reasons or grounds, and the supporting facts, upon which the employee is requesting such appeal (i.e. discrimination, failure to follow progressive discipline, etc.)

3. Long-Term Discipline

Long-term discipline is any suspension of an employee for a period greater than five (5) workdays, demotions to a lower pay step or range or termination from City employment.

C. GROUNDS FOR DISCIPLINE

1. Cause for suspension, reduction in rank, demotion, dismissal of an employee, or other non-exclusive actions, include but are not limited to, the following:

a. Fraud in securing or maintaining employment

b. Inefficiency

c. Neglect of duty

d. Insubordination

e. Dishonesty

f. Use, abuse or possession of controlled substances, intoxicants or drugs while on duty, or off-duty use which impeded performance

g. Addiction to the use of narcotics or habit forming drugs

h. Absence without leave (including abandonment of position)

i. Discourteous treatment of a member of the public or another employee

j. Improper political activity as defined by Federal/State law

k. Misuse of City property

l. Violation of the policies or regulations of the City or provisions of the Memorandum of Understanding in effect

m. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.

n. Misuse of sick leave, including excessive or patterned absenteeism or tardiness.

o. Sexual harassment or other abuse of employees.

p. Any other failure of good behavior either during or outside of duty hours, which is of such nature that it causes discredit to the City or his/her employment.

10.2 LONG TERM DISCIPLINE PRE-DISCIPLINARY HEARING for SUSPENSION, REDUCTION or DISCHARGE

A. In suspending an employee in a non-emergency situation or in reducing an employee in rank or in discharging an employee for the causes specified in C. above, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) working days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action;
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. copies of material on which the proposed action is based;

4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action:
5. a statement of the employee's right to representation;
6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated department representative with the authority to make a recommendation on the proposed disciplinary action. The City Manager may elect to hear the employee's response in lieu of the designated department representative.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee shall receive written notice sustaining, modifying or canceling a proposed discipline stating the effective date of such action.

E. An employee may represent themselves or may be represented in a hearing pursuant to this Article. The designated department head or appointed authority shall issue a written notice of discipline within ten (10) working days of the submission or action or hearing. This notice shall set the date of the disciplinary action.

F. Removal from Work Site Prior to Written Notice - Conditions
An employee may be removed from the workplace prior to receiving the ten days written notice specified in Section 10.2 above. In these cases, the Department Head with the concurrence of the City Manager shall document circumstances, which indicate that the employee's continued presence at the work site could have detrimental consequences. In such a situation, the employee may be placed on paid administrative leave until the notification process is complete, and a decision is reached regarding the proposed disciplinary action, if any.

G. Regardless of any appeal, the City, in its discretion, may impose the discipline outlined in the Notice of Discipline immediately after issuance of the Notice.

10.3 POST DISCIPLINARY APPEAL PROCEDURE

1. An employee, other than a probationary employee, who is suspended, demoted, or discharged, may appeal from the written Notice of Proposed Discipline by filing a notice of appeal with the City Manager or designee within seven (7) calendar days after service on such employee of the written Notice of Proposed Discipline. Oral counseling and documented oral counseling are not subject to this appeal procedure as there is no right to appeal these actions; however, a written rebuttal may be filed by the employee.

2. The City Manager shall review the Notice of Discipline, Notice of Appeal, and Answer and shall then discuss the Notice of Discipline and appeal with the employee and/or his or her representative and the Department Head in an attempt to resolve the matter without the need for an appeal hearing.

3. In the event an agreement regarding disposition of the matter cannot be reached within ten (10) calendar days after filing of the answer to the charges, the parties shall request a list of seven arbiters from the American Arbitration Association or another mutually agreed upon organization or arbitrator. Within five (5) working days following receipt of the list of arbiters, the parties shall meet to select the arbitrators. The parties shall alternately strike one name from the list of arbitrators, the right to strike the first name to be determined by coin toss until one (1) name remains, and that person shall be the arbitrator for the procedure set forth in Section 10.4.

4. Where practicable, the date for a hearing shall not be less than ten (10) calendar days, nor more than thirty (30) calendar days, from the date of the selection of the arbitrator. The parties may stipulate to a longer period of time in which to hear the appeal.

10.4 ARBITRATOR PROCEDURE

1. Hearing will be presided over by an Arbitrator. The employee shall have a right to appear in person on his/her own behalf with counsel or such representative as he/she requests to represent his/her defense.

2. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in cases involving disciplinary action, and the Arbitrator shall use the standard of reasonable cause in determining the propriety of the City's conduct. The Arbitrator shall not hear witnesses or take evidence out of the presence of the other party, except by default. The Arbitrator shall be bound by the expressed terms and conditions of the Memorandum of Understanding, in determining the validity of the City's action and shall not have the authority to recommend any additions or subtractions from the Memorandum of Understanding.

3. In the conduct of the hearing, the Arbitrator shall hold the hearing to make findings of fact and recommendations to both parties within thirty (30) calendar days of the Arbitrator's selection and appointment, unless mutually agreed by all parties to set a specific date other than thirty days specified above.

4. The Arbitrator shall submit his/her findings and recommendations in writing to the City and the appellant.

5. The Arbitrator's recommendations shall be advisory upon the appellant and the City until the Council exercises its discretion pursuant to 10.5 below.

6. The Arbitrator shall conduct the hearing and shall rule on questions, evidence and procedure.

7. Either party may call witnesses, introduce evidence, testify and question witnesses, written declarations of witnesses shall be allowed, in such manner as the Arbitrator may reasonably establish.

8. The charging party has the burden of proof and shall first present evidence and testimony.

9. Unless otherwise ordered by the Arbitrator, the order of proceedings shall be:

   a. Opening statement by the initiating party followed by a similar statement by the other side, unless waived.
   b. Presentation of evidence, including witnesses, by the answering party.
   c. Cross-examination by the other party.
   d. Presentation of evidence, including witnesses, and arguments by the defending party.
   e. Cross-examination by the initiating party.
   f. Summation by both parties, usually following the same order as in the opening statements.

10. Hearings may be recorded at the request of either party with such expense being borne equally by the parties.

11. If the parties want to file written post-hearing briefs or other data, time limits shall be set by the Arbitrator, and the hearing shall remain open until these documents are received.

12. After both sides have had equal and reasonable opportunity to present all their evidence, the Arbitrator shall declare the hearing closed.

10.5 CITY COUNCIL AS FINAL ARBITRATOR

1. Either the City Manager or the employee may request City Council review of an Arbitrators recommended decision. Such request shall be submitted in writing to the City Clerk within ten (10) working days after service by mail of the Arbitrators decision. If no such request is made, the decision of the Arbitrator shall be final and binding.

2. The City Council may approve, modify, or reverse the decision of an Arbitrator, and its decision shall be final.

3. The findings and conclusions of City Council shall be made within twenty-eight (28) calendar days of the receipt of a request, unless extended by the Council, but in no event more than forty five (45) calendar days.

10.6 COST OF ARBITRATOR

The cost of obtaining a panel of Arbitrators from the American Arbitration Association and all costs of the hearing, including the cost of the Arbitrator, shall be equally borne by the City, and the Association if the employee is represented by the Association. Each party shall bear the cost of its own attorney's fees.

ARTICLE XI
MISCELLANEOUS

11.0 PERSONNEL RULES

The City will make available to its employees a reasonably current copy of the City Personnel Rules and Regulations. In the event that there is a conflict between the City's Personnel Rules and this Agreement, the terms of this Agreement shall prevail. Those provisions of the City's Personnel Rules, which directly pertain to regular unit members not specifically referred to in this Agreement, are, by this reference, incorporated herein.

The City and Association agree that within 3 months after adoption of MOU by City Council they will meet for the purpose of consolidating City Personnel Rules and Regulations with appropriate subjects (Required Meet & Confer items) from within the MOU. Such meeting shall not be "meet & confer". The "discussions" on consolidation of the appropriate material shall not be "meet and confer" sessions unless the parties mutually agree to negotiate some of the items.

11.1 PROBATIONARY PERIODS

A. The regular probationary period for all employees in the unit shall normally be no longer than twelve (12) months of continuous service. Extension of probationary periods up to a maximum of three (3) months may be approved by the City Manager in individual cases where there is reasonable cause to do so.

B. Part-time employees hired into regular positions shall have a probationary period that is proportional to the number of hours worked each week. In other words, if the probationary period of a regular full-time employee is twelve (12) months, and the part-time regular position is half-time scheduled to work twenty (20) hours a week, then the probationary period shall be twenty-four (24) months.

C. Employees serving a new probation period shall be eligible for a merit step increase in accordance with Section 5.7 above.

11.2 NO STRIKES, NO LOCKOUTS

It is agreed by the parties that there shall be no strikes or lockouts during the term of this Agreement. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, work stoppage or other concerted interference in violation of this Section or refusing to perform duly assigned services in violation of this Section, shall be subject to disciplinary action.

11.3 PRE-EXISTING BENEFITS, POLICIES, RESOLUTIONS, AND OTHER POLICIES

The City shall continue to provide and comply with pre-existing, negotiable benefits, policies and Personnel Rules, and charter-type provisions pertaining to employer-employee relations in existence on the effective date of this Agreement.

Employees within the Senior Planner classification, hired on or before the effective date of this MOU, shall receive the following additional compensation as provided in previous agreements –

A. $150 monthly vehicle allowance.

B. $1,000 one-time technology allowance

C. Eighty (80) hours of administrative leave per year.

D. Employer Paid Member Contribution (EPMC) of seven percent (7.0%) of salary to CalPERS.

E. City shall contribute $50/month into a deferred compensation plan.

11.4 PERSONNEL SECTION ACCESSIBILITY

A. The Personnel Section of the Finance Department shall be made available to City employees each workday from 8:00 a.m. to 9:00 a.m.

B. Insurance and payroll forms will be made accessible to City employees in the Reprographics Room of City Hall between 8:00 a.m. and 5:00 p.m. each workday.

11.5 EMPLOYEE BREAK ROOM

As long as City funding is available, as determined by the City Manager, Finance Director and Finance Committee, a separate break room area will be provided at the City Hall.

11.6 CITY HALL CLOSURE -- DECEMBER/JANUARY

The City may, at its sole discretion, close some or all of City Hall and related non-safety City operations between December 22 and January 2 for up to three workdays (24 hours).

The City will identify and notify employees impacted by such closure(s). Affected employees will be given the opportunity take leave without pay or use accrued leave time (other than sick leave) for the three workdays.

11.7 TUITION REIMBURSEMENT

With the advance written approval of the City, and upon satisfactory completion with a grade "C" or better, the City shall reimburse a permanent employee for the cost of tuition and books from a recognized college or university (on a course-by-course basis) for courses having a strong nexus to the employee's job classification and will benefit the City. All classes will be taken on the employee's own time. Reimbursement shall not exceed $1,200 per employee per fiscal year.

11.8 WAIVER CLAUSE

This Memorandum of Understanding and its attachments and referents constitute the full agreement between the parties concerning wages, hours and conditions of employment. This Agreement may be altered, changed, added to, delete from or modified only through mutual consent of the parties. Any additions or other changes in this Agreement shall not be effective unless reduced to writing and properly signed by both parties.

11.9 SEVERABILITY SAVINGS CLAUSE

A. If, during the term of this Agreement, any law or any order issued by a court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

B. In the event of suspension or invalidating of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

11.11 TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2019 and end on June 30, 2022.

11.12 SUCCESSOR AGREEMENT

By no later than March 2022, the parties shall initiate meet and confer sessions for a successor Agreement.

AUBURN CITY HALL EMPLOYEES ASSOCIATION
"Association"

Tonya Ward, CHEA

Jon May, CHEA

Gary B. Bell, City Attorney

Date: 10/24/2019

CITY OF AUBURN
"City"

Robert Richardson
City Manager

Patrick Clark, Labor Relations Consultant

Shari Harris
Human Resource Manager