

CITY OF REEDLEY



MEMORANDUM OF UNDERSTANDING

For

GENERAL SERVICES UNIT

July 1, 2015 TO JUNE 30, 2018

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ARTICLE 1. RECOGNITION:

As provided in City of Reedley (hereinafter "City") Resolution No. 3013 dated February 7, 1978, City recognizes the International Union of Operating Engineers, Stationary Local No. 39 (hereinafter "Union") as the representative of the employees in the General Services Unit (hereinafter "Unit") consisting of the following of the classifications:

- Administrative Clerk
- Building Maintenance Worker I
- Building Maintenance Worker II
- Collection System Maintenance Worker
- Electrician
- Electrician II
- Electrician III
- Equipment Mechanic I
- Equipment Mechanic
- Environmental Compliance Officer
- Heavy Equipment Mechanic
- Maintenance Worker I
- Maintenance Worker II
- Parks Maintenance Worker I
- Parks Maintenance Worker II
- Senior Building Maintenance Worker
- Senior Maintenance Worker
- Senior Parks Maintenance Worker
- Senior Water Systems Specialist
- Senior Environmental Compliance Officer
- Solid Waste Crew Leader
- Solid Waste Operator
- Solid Waste Worker
- Transit Driver
- Water Systems Specialist I
- Water Systems Specialist II
- Water System Utility Worker
- WWTP Maintenance Worker
- WWTP Operator-In-Training/Lab Tech Trainee
- WWTP Operator / Lab Tech
- WWTP Operator Trainee
- WWTP Operator I
- WWTP Operator II
- WWTP Operator III

ARTICLE 2. CITY RIGHTS:

The City retains the exclusive right, sight to and in accordance with applicable laws, and the provisions of this Memorandum of Understanding, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer, lay off, and assign employees; (c) to classify employees in accordance with applicable ordinances and other provisions of this Memorandum; (d) to discipline employees in accordance with applicable ordinances and other provisions of this Memorandum; (e) to determine the mission of its Divisions and Departments, and its budget, organization, the number of employees and the numbers, types, classifications, and grades of positions or employees assigned to an organization unit, work project, shift, or tour of duty, and the methods and technology of performing its work; and (f) to take whatever action may be appropriate to carry out its mission on situations of emergency.

In Addition, the City specifically retains all the exclusive rights, subject only to the provisions of this Memorandum, to take whatever actions and set whatever policies it deems appropriate.

ARTICLE 3. STRIKES AND LOCKOUTS:

The Union and its members agree that it shall not call, sanction, or engage in any primary strike, sympathetic strike, boycott, slowdown, suspension or stoppage of work or other concerted activity for the duration of this Memorandum. The City agrees that it shall not cause or engage in any lockout for the duration of this Memorandum. If the Union or its members should breach this provision of the agreement, then the City retains, as one of its alternative, the right to terminate the employment of said members.

ARTICLE 4. PAYROLL DEDUCTION:

For those employees whose classifications are included in the General Services Units who are members of the Union, the City will deduct from their wages their initiation fees, regular monthly dues, or assessments, (collectively the "Union dues"). Such Union dues shall be deducted and transmitted to the Union upon voluntary, revocable, written authorization of the unit employee in a manner complying with legal requirements. As an Agency Shop the provisions of Article 5. a) Shall control for Union dues deductions.

a. Agency Shop

By secret ballot, a majority (50% plus one) of this unit's employees have voted in favor of an Agency Shop. Membership in the Union payroll deduction payment of an equivalent service charge shall be a condition of continued employment in the bargaining unit.

Repeal of Agency Shop shall be decided by the same election process as above, if at any time at least fifty percent (50%) of the unit employees submit a written petition requesting repeal, and a simple majority of fifty percent (50%) plus one (1) of the unit employees shall decide in favor of repeal of Agency Shop.

As an Agency Shop, Union shall supply and City shall furnish to each unit employee, a written statement of the above requirement and an enrollment card which shall include substantially the following language:

- 1) *I authorize a payroll deduction from my wages in the amount certified by Local 39 to the City as the proper initiation fees, monthly dues, or assessments, or services charge for services provided by Local 39. I hereby elect that such deductions be applied as follows:*
 - a) *For Local 39 Membership*
 - b) *For a Service Charge to Local 39*
 - c) *I Decline to have the City deduct any amounts from my pay warrants and certify as follows.*

(1.) I am a practicing member of a recognized religious body or sect which has historically held a conscientious objection to joining of financially supporting any employee organization. In lieu of paying any initiation fees, dues, assessments, or service charges for any other services provided by Local 39, I agree an equal amount to the American Heart Association Lung Association, American Cancer Society, or Reedley Community chest, each of which are exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. I agree to provide Local 39 with proof of such payment on a monthly basis as a condition of continued exemption from payment of initiation fees, dues, service charges, or assessments for other services to Local 39.

(2) I agree, that should a dispute between Local 39 and myself occur as to the validity of my claimed exemption or as to proof of payment to a non-religious charitable fund as specified above, and the City is notified of such dispute by Local 39, City Shall deduct monthly an amount equal to the initiation fees, service fee, assessments, and/or dues for any other services provided by Local 39 from subsequent pay warrants and will remit such amounts to Local 39 pending notification by Local 30 that the dispute has been resolved.

NAME: _____ DATE: _____

As an Agency Shop, Union shall furnish a letter to the City certifying the amount of Union dues and fees for any other services provided by Union. Certification of any changes in any such amounts shall be delivered to City at least thirty (30) calendar days prior to the day that pay warrants reflecting such changes shall be issued.

City agrees during the life of this MOU, as provided in this Article, to deduct monthly an amount as certified by Union from the pay warrant of each unit employee. Such amounts deducted shall be remitted to Union monthly along with the name and amount deducted from that employee's pay. Provided, however, if on December 31 of any calendar year the number of employees in this Unit who have membership in the Union membership in the Union has dropped below fifty percent (50%), then the provisions of this Article shall have no further force or effect until after December 31 of the succeeding year or following any month in which the Union membership shall have risen above fifty percent (50%), whichever occurs last.

The Union agrees not to require a non-member of the Union to make any payment to the Committee on Political Action (COPE), nor shall the Union include as a part of the Agency Shop fee an amount to be used for political purposes.

If an employee refuses to file a written payroll authorization or becomes delinquent in the payment of Union dues, service charges, or alternative charitable contributions, the Union may notify the City in writing with instructions to make the payroll deduction of the union dues or service charges on an involuntary basis. A copy of such notice of involuntary deduction shall be mailed to the employee. All shall be served by certified mail.

Union agrees that it shall fulfill all processes, procedures, financial reporting requirements as required by Government Code '3502.5 and legal decisions applicable to Agency Shop Provisions. The Union shall, before March 1 of each calendar year, deliver a written financial report to the City and each employee of this bargaining unit, in form, format and with the content described in Government Code '3502.5(d).

b. Exceptions to Dues Deduction Authorization Card

The member's earnings must be sufficient after order legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in a non-pay status for an entire pay period, no Union dues or service charges, deduction shall be made from future earnings to cover that pay period, nor may the member be required to deposit with the Director of Finance, the amount which would have been deducted if the member had been in a pay status during that period. In the case of member who is in a non pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no Union dues or service charges deduction or deposit shall be made.

c. Hold Harmless

Union agrees to defend, indemnify and hold City and the employees and officials of City free and harmless from and against any and all liability to third persons or Unit members in any legal challenge to this Article, and shall indemnify, defend and hold City and the employees and officials of City free and harmless from any and all liability arising from any and all claims, demands, lawsuits, or other actions arising from implementation or compliance with this Article.

ARTICLE 5. WORKWEEK AND WORKDAY:

a. Workweek

For the City's payroll recordkeeping purposes, the official worksheet shall be deemed to be from 12:00 a.m. Wednesday until 11:59 p.m. Tuesday; however, unless otherwise provided herein, the practical workweek for all bargaining unit members shall be Monday through Friday.

1) Exceptions

Personnel in the Solid Waste and Sewer Divisions shall be exempted from the practical workweek, but notwithstanding any other provisions of this Article, all regularly-scheduled workweek schedules for all bargaining unit members shall include two consecutive days off. In the event that two consecutive days cannot be given due to staff shortages, the employee will be paid overtime for the extra day or at the City's discretion, if the schedule permits, the employee may take another day off within the same pay period in lieu of their regularly scheduled day off.

The City retains the authority to implement other permanent or temporary work schedule changes if conditions arise which require such changes, but the City agrees that permanent, non-emergency proposed changes shall be presented to the workers and the Union at least two weeks prior to planned implementation to permit consultation and consideration of the proposed changes on employee personnel.

b. Workday

The official workday shall be from 12:00 a.m. until 11:59 p.m., however, specific and ending times shall be promulgated by the City for each bargaining unit position. Absent specific City promulgation, the regular workday shall be 8:00 a.m. until 5:00 p.m.

- 1) Regardless specific starting and ending times, every bargaining unit member's regular workday shall include a lunch break, which not exceed one hour, and two rest mid- point of the fifteen minutes' duration each. The lunch break shall be scheduled at the approximate mid-point of the workday and the rest period shall be scheduled at the approximate mid-point of the pre- and post- lunch work periods.
- 2) The City shall not employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- 3) Rest period are time, but rest periods are a right and benefit of every bargaining unit worker, and in the event any worker is requested to resume work duties during the course of rest period, such worker shall be granted a full new rest period that same day as soon as possible after such interruption. During this past period, the employee must remain within a five minutes walking distance of the last job site; however, vehicles may be used to cover this distance.
- 4) Established work schedules shall not be arbitrarily changed or altered, and routine seasonal changes, shall be deemed a part of the established work schedule.
- 5) Employees not able to report for work at the established hour shall notify their immediate supervisor no later than fifteen (15) minutes after the beginning of any work shift. Employees shall advise the Supervisor of the reason for being late or unscheduled absence. Employee shall continue to advise his/her Supervisor on a daily basis as to the status of the unscheduled leave, unless otherwise approved by the Supervisor.
- 6) For purposes of call back or emergencies, employees shall maintain on file, in writing with their Supervisor, a current residency address and telephone number.

c. Overtime

Overtime is any work performed in excess of eight (8) hours paid time in any workday (or other number of hours as required for a given work shift). Paid time shall include regularly worked hours, sick leave taken, vacation time taken, holiday time take, and compensatory time off.

Occasional alteration of an established work schedule in order to avoid overtime payment will be permitted. Compensatory time may be taken in lieu of overtime pay.

- 1) All overtime, except as provided below, shall be compensated at one-and one-half times the worker's regular rate of pay.
- 2) All work performed on any Holiday, as defined in this Agreement, shall be compensated in accordance with the provisions of Article 6.f.2.;
- 3) Whenever a bargaining unit member is called back to work after having completed the preceding work shift and left the work place, such worker shall be paid a minimum of two hours, at the applicable overtime rate of time and one half, for such callback. Callback shall not be subject to the work schedule alterations described above.
- 4) The City agrees to distribute overtime work assignment as equitably as possible among personnel in City Departments, however, the specific skills required for the work to be performed shall be the primary consideration in assignment of the overtime task.

d. Compensatory Time Off

In lieu of overtime payment, bargaining unit workers may elect to receive compensatory time off (CTO), which shall be calculated at one-and-one half hours for each hour of overtime worked. Usage of CTO shall be scheduled by the worker and immediate supervisor. Bargaining unit members shall be permitted to accumulate up to forty hours of CTO; overtime which would result in the accumulation of more than forty hours of CTO will be paid in accordance with the paid overtime provisions of this Memorandum.

e. Stand by

1) Goal of Standby/ On Call Policy

To provide adequate personnel coverage for response to emergencies, police or department head generated or SCADA generated call outs related to Streets, Water, and Wastewater during non-duty hours, weekends and holidays. If Saturday schedules return, City agrees to include Solid Waste Division employees in standby.

2) Standby Period

The standby period would cover a 7-day week from Wednesday at beginning of the workday to the following Wednesday at the beginning of the workday. If Saturday schedules return, City agrees to include Solid Waste Division employees in standby.

3) Availability

The person on the standby schedule would be required to carry a City cell phone and respond after hours when needed, properly dressed for work (meaning with proper safety equipment and as a minimum a City shirt to identify them as a City employee) ready to perform needed duties within 30 minutes of being called. This would preclude the employee from partaking of alcoholic beverages or any other substance that would or could impair their judgment.

4) Scheduling

Superintendents/Supervisors will provide a schedule showing one year's standby schedules for employees to plan around. Schedule changes can be made if approved ahead of time and provided the person on standby has found another person on the standby roster to pull theirs for them.

5) Compensation

Employees will be compensated for non-worked hours at the rate of \$2.25 per hour for the first year and \$2.50 per hour the second year of the agreement. All other hours would be compensated at the employee's regular hourly pay or at time and a half for overtime. Any hours worked will not be counted as standby time as the employee no longer is in the standby mode but actually working. Employees who have called in sick for the day shall not be eligible for standby pay. Department Supervisors shall prescribe the procedure for transfer of standby duties when this occurs.

6) Use of City Vehicle

During the week a person is on standby, a city vehicle suitable for responding will be allowed to be taken home for the sole purpose of responding to call outs while on standby. This vehicle cannot be used for transporting family members to events or visits, going to grocery stores or general running around. This vehicle can only be for official use such as to and from work or a site.

7) Standby accruals

The maximum Standby hours that can be accrued during a regular work day will be 16 hours. The total hours for hours worked plus standby must equal 24 hours in a calendar day. The total standby hours on non-working days such as weekends or holidays will be 24 hours/day.

The maximum accrued standby time during a typical workweek cannot exceed 128 hours. If a person is called in to respond to an emergency or call out then the hours worked would be deducted from the total standby hours. For instance, if on the weekend a person was called to respond to a sewer, water or streets problem and spent 3 and a half hours taking care of it then the total standby hours for that day during the weekend would be 21.5 hours with 3.5 hours worked at an overtime rate.

8) Non Standard Work Weeks

If a holiday falls on the last day of a person's standby then the person pulling the standby must continue to be on standby until the first regular workday after the holiday. The 128 hour maximum will not apply in this instance. A maximum amount of 24 additional hours of standby time may be accrued only with prior Supervisor approval.

ARTICLE 6. LEAVE:

a. Vacation

The time at which the employee shall be granted a vacation is at the discretion of the department head. The predominant factor to be considered is the need of the City. However, in an effort to accommodate each employee's requested vacation, the department shall open to bid vacation scheduling in the order of classification seniority on or before March 1st of each year. Classification seniority shall govern where more than one employee bids for the same period, insofar as possible. Annual vacations applied for other than during the open bid period will be granted at the discretion of the department head or his or her authorized representative. The City will respond as quickly as possible to provide the employee sufficient time to finalize any plans. Vacation requests are to be submitted to the employee's supervisor and forwarded for approval to the Department Head or City Manager.

The final vacation schedule as approved by the department head will be posted in the employee work area not later than March 15th.

It is encouraged that vacations be taken in full blocks each and every year (so as to fulfill the City's policy that employees maintain themselves in a refreshed condition).

Changes in the vacation schedule may be amended only with the approval of the department head or his authorized representative.

Vacations shall be earned on the following basis for full-time employees:

- a. Twelve days (96 hours) per year for the first two years.
- Thirteen days (104 hours) per year beginning with the third year.
- Fourteen days (112 hours) per year beginning with the fourth year.
- Fifteen days (120 hours) per year beginning with the fifth year.
- Sixteen days (128 hours) per year beginning with the sixth year.
- Seventeen days (136 hours) per year beginning with the seventh year.
- Eighteen days (144 hours) per year beginning with the eighth year.
- Nineteen days (152 hours) per year beginning with the ninth year.
- Twenty days (160 hours) per year beginning with the tenth year.

Vacation Buy-back

The City encourages employees to use earned vacation time. However, circumstances may arise in which an employee does not use accrued vacation time. Employees may have up to forty (40) hours of accrued vacation time bought back by the City during the month of December of each fiscal year, such payment to be issued with the first paycheck in December. To be eligible for vacation buy-back, an employee must have an accrued vacation balance of at least 160 hours after the buy-back. Any employee choosing to participate in this benefit shall provide the City with at least thirty (30) days advance written notice.

Vacations shall be earned monthly, with an employee starting work between the 1st and 15th of a month earning the full credit of vacation benefits for that month. Employees hired beginning with the 16th day of the month shall earn no vacation credits for that month.

Probationary employees shall accrue vacation leave but are only eligible to use half accrued vacation leave after six months of employment.

Employees may accrue vacation leave to a maximum of the leave earned in two calendar years or thirty days (240 hours), whichever is lower. In the event an employee has been unable to take advantage of vacation leave as earned, with the result that said employee has accumulated the maximum, the employee may absent himself from work, after giving his supervisor seven days written notice, and subject to the City Manager's approval, in order to prevent the loss of vacation leave beyond the maximum. Said approval by the City Manager shall not be withheld unless the City Manager makes a finding that employee's absence would cause substantial disruption of the operation of the employee's department.

b. Sick Leave

Employees will receive one full day's sick leave allowance for each month or fraction of a month of employment (based on date of hire) up to a total of 12 days allowance per calendar year. Employees shall earn sick leave credit on a monthly basis, with an employee starting work between the 1st and 15th of the month earning the full credit of sick leave benefits for that month. Employees hired beginning with the 16th day of the month shall earn no sick leave credits for that month. Probationary employees shall accrue sick leave but are not eligible to use it until completion of six months of continuous service.

Starting July 1, 1988, such allowance is accumulative from year to year without limitation. As an incentive to accrue sick leave, the parties recognize that the City has added sick leave conversion to its PERS contract that allows conversion of accrued but unused sick leave to service credit upon retirement as provided by law.

Benefits shall be payable commencing the first day of leave due to sickness or accident. Sick or accident benefit payments, including worker's Compensation payments, for any week shall not exceed an employee's normal straight time weekly earnings, including shift differential, if any. Benefits are payable only for an employee's regularly scheduled workdays on which the employee is off as a result of illness or accident.

Sick leave may be taken for (a) an employee's illness or injury or (b) an employee's dental, eye or other physical or medical examination or (c) treatment by a licensed practitioner (d) care of immediate family in which the employee is responsible for providing primary care.

The employee is automatically required to furnish a doctor's certificate or other satisfactory proof of illness or accident when absent three or more days. When absent two or less days, the City Manager or his authorized representative, if evidence of abuse exists, may require such proof. The City Manager or his authorized representative may terminate and/or withhold said benefits upon employee's failure to furnish satisfactory and non-falsified proof of illness or accident.

City has agreed to a sick leave donation program to allow bargaining unit members to donate sick leave and/or vacation time to seriously ill or injured bargaining unit employees whose sick leave is expiring. Said program shall include provisions for anonymity of donors, a cap on the amount of time that can be donated, and a formula for establishing the value of donated sick leave. The Proposed sick leave donation programs have been subject to the bargaining unit meet and confer process. The City Council shall have final decision making authority regarding a sick leave donation program. In the event that the City wishes to revise its sick leave policy, this shall be subject to meet & confer.

c. Funeral Leave

A full-time employee at any time may use a maximum of three days (24 hours) paid leave time to attend the funeral of a member of the employee's immediate family. If additional time is required, accumulated vacation time may be used when approved by the City Manager.

For the purposes of this Article, a member of the employee's immediate family is automatically defined as legally recognized spouse, brother, sister, father, mother, son, daughter, step children, grandparents, great grandparents, step parent, mother-in-law, father-in-law, sister-in-law, and brother-in-law. Also, at the sole discretion of the City Manager, this definition may be extended, on an individual basis.

d. Leave of Absence without Pay

The City Manager may grant a permanent or probationary employee a leave of absence without pay or loss of seniority for not to exceed three months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, unless reason for the request is protected under Federal, State, or local law. The approval shall be in writing. Upon expiration of the regularly approved leave or within a reasonable period of time after the notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable time after notice to return to duty shall be cause for discharge in the discretion of the City Manager.

e. Jury Duty

Employees of the above described unit are encouraged to serve on jury duty. While so serving, they will still be paid by the City on the basis of a forty hour week, at their normal rate of pay, for not more than one required call for jury duty per calendar year, on condition that any compensation (in excess of mileage and meal expenses) received from the court be turned over to the City. Jury duty in excess of that required as part of one call for jury duty per calendar year will not be compensated by the City.

f. Holiday Benefits

1) The following shall be recognized as paid holidays for bargaining unit members:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1*
Floating Holiday	One additional day, to be taken as arranged by the Individual employee before June 30 of each contract year.
Martin Luther King, Jr Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	First Monday in September
Admission Day	Observed in lieu on employee's birthday, to be taken as a floating holiday as arranged and agreed upon between the employee and supervisor.
Veteran's Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving

Christmas Eve	Operations will close at 12 noon based on operation needs. Employees will receive paid time off for four (4) hours at their straight time rate. The City will provide the Union a twenty-four (24) hour notice prior to canceling the four hours of PTO due to operational needs.
Christmas Day	December 25*

* When one of these holidays falls on a Saturday, the previous Friday shall be observed. When the holiday falls on a Sunday, the following Monday shall be observed.

2) Any unit employee required to work on a holiday shall receive eight (8) hours regular pay, plus one and one-half hour's pay for each hour worked or, at the option of the employee, an equivalent amount of compensatory time; provided, however, that if budgeted overtime appropriations are fully expended, City shall have the right to require compensatory time in lieu of overtime pay. This shall be the total compensation for the holiday.

g. Military Leave

Employees who are members of the National Guard or Reserve branches of the Armed Forces of the United States shall be granted leave at the rate of fifteen (15) working days per calendar year plus necessary travel time for annual training requirements upon presentation of orders by their commanding officer. Up to fifteen (15) military leave days may be carried over to the succeeding year for a maximum of thirty (30) military leave days for that calendar year. Such leave shall be granted without loss of pay and in addition to regular vacation time. Each employee who request military leave shall furnish a copy of his/her orders to the Administration Department. An employee who is drafted or called to active duty in the Armed Forces of the United States or who volunteers for military service, shall be placed on extended military leave without pay and upon application within 90 days after the effective date of his/her release from active duty, shall be reinstated to the position vacated or an equivalent position at no loss of seniority or any of the other benefits and privileges of employment. An employee who enlists or reenlist for a second consecutive tour of military duty shall forfeit his/her re-employment rights.

ARTICLE 7. ANNUAL PERFORMANCE EVALUATION:

At least once each year on the employee's anniversary date the department head shall, in consultation with the City Manager, review the performance of each employee. If an employee does not receive their evaluation within 30 days of the anniversary date, the City Manager shall be notified and the supervisor shall have 30 days to complete the evaluation. All wages will be retroactive to the employee's anniversary date.

A copy of each evaluation shall become a part of the employee's personnel record and the employee shall be provided with a copy of each evaluation. The evaluation may be appealed through normal administrative channels for review to the City Manager.

ARTICLE 8. JOB OPENINGS AND JOB CLASSIFICATIONS:

a. Job Classifications

It is recognized that the establishment of new or revised job classifications within the unit covered by this Memorandum may be warranted because of changes in job content or services offered by the City. In the event that new or revised job classifications or changes in job descriptions are recommended, the City agrees to meet and consult with the Union to discuss salary and duty revisions thirty (30) days prior to any changes being made. The final decision concerning revised job classifications remains with the City.

b. Posting

All permanent openings in the bargaining unit shall be posted for a period of seven (7) calendar days prior to initiating open (outside) recruiting in order to encourage incumbent personnel to apply for positions. Applications received from incumbent employees during this seven (7) calendar day period, shall be considered prior to commencing open recruitment. The City in its sole discretion shall determine whether or not final selection and appointment will be made from an open recruitment. Open recruitment shall not mean that incumbent applicants have been rejected.

c. Probationary Periods (New Hires)

All newly-hired employees shall be considered in a probationary period for their initial twelve months of employment. Probation may be extended at the discretion of the Department Head under limited circumstances, such as when medical leave or workers' compensation leave has occurred in the probationary period, when discipline has been rendered in the probationary period or when additional time is necessary to properly evaluate employee.

d. Transfers

A transfer is defined to mean: the transfer of an employee from one position in the bargaining unit to another position in the same class within the bargaining unit, or to another position in a class in the bargaining unit with the same maximum salary and which involves a minimal change in work duties; provided, the position to which the employee is transferred is one for which the employee possesses the desired qualifications. Employees receiving such transfer, shall suffer no loss of seniority pay or status, but shall be deemed Transfer Probationary for a period of up to three months following inception of the transfer, during which months the employee may be released from the new position in accordance with the usual probationary rules. If so released, the employee shall have the right to return to the pre-transfer position, without loss of seniority, pay or status.

The decision to affect a transfer from one position to another within the same job classification is solely that of the City. Transfers are subject to the seniority provisions set forth in Article 10, SENIORITY, paragraph (a).

e. Promotions

Promotion is a change from one bargaining unit classification to another classification in the bargaining unit, with a pay range higher than the top step of the lower paid classification. At the time of promotion, an employee shall receive a pay raise of not less than five percent (5%), but in no event shall the pay raise be greater than the top step of the salary range for the higher paid classification.

Employees applying for, and receiving, such promotion shall suffer no loss of seniority or status, but shall be deemed Promotion Probationary for a period of up to six months following inception of the promotion during which period the employee may be released from the new position in accordance with the usual probationary rules. If so released, the employee shall have the right to return to the pre-promotion position, without loss of seniority, pre-promotion pay, or status. Promotions are subject to the seniority provisions set forth in Article 10, SENIORITY, paragraph (a).

ARTICLE 9. TEMPORARY WORK IN ANOTHER CLASSIFICATION

Any employee who is assigned to welding duties that is not listed as part of their job description shall be paid out of class pay for each full hour of welding. Assisting in welding is not considered welding. Any employee who is assigned to and who performs work duties assigned to a higher job classification for a period of 16 or more hours, shall be paid at the salary range of that higher classification for the entire period of time during which the employee works out of classification. The out of class must be the step of the higher class that provides at least a 5% increase.

- a. Designation of the out-of-class assignment shall be made by the employee's immediate supervisor, or the other management employee acting in the supervisor's capacity and the affected employee shall be so instructed at the beginning of the work shift. Designation of an out-of-class assignment shall be predicated upon the employee being assigned to perform work duties which are substantially representative of the work duties usually performed by a higher class, and which clearly reflect the skill level and responsibilities associated with the higher class, but the employee shall not be required to necessarily perform all of the duties associated with the higher class.
- b. The City specifically agrees that it shall not use the hour qualification requirement or the requirement 'to perform work duties which are substantially representative of the work duties "requirement above to circumvent qualification for out-of-class work opportunity.
- c. Employees who believe that they should be awarded out-of-class qualification, but who are denied such qualification by the immediate supervisor, shall have the right to appeal such dispute through the Grievance Procedure.
- d. The City will assign a qualified employee to replace Supervisors who are on vacation or leave in excess of 8 hours or one full work day. The employee will be paid at the lowest Supervisor's rate of pay or 5% whichever is higher. If the assignment exceeds 80 hours, the employee becomes FLSA exempt meaning no overtime or compensatory allowed for hours worked beyond a typical work day or week. If the assignment exceeds 30 days, then a prorated administrative leave will be provided allowing a minimum of one (1) work day.
- e. Effective July 1, 2013, the City shall begin tracking all hours of employees who are assigned to and who perform work duties assigned to a higher job classification.

ARTICLE 10. SENIORITY

Seniority shall be total length of service in years, months, and days from an employee's date of last hire.

- a. Except as may be provided in Article 8, JOB OPENINGS AND JOB CLASSIFICATIONS, when all other factors are judged to be equal by the City, seniority shall be final determining factor in making transfer and promotion decisions involving bargaining unit positions and bargaining unit member-applicants.

- b. All layoffs of bargaining unit members shall be accomplished as provided in Article 21, LAYOFF PROCEDURE.

ARTICLE 11. SHOP STEWARD:

The Union may appoint two (2) shop Stewards who are members of the Union. The Union shall provide the City, in writing, the Shop Stewards' names.

Each Shop Steward shall request permission from his or her supervisor to conduct, on City time, Union business falling within the provisions of this Article. Each Steward shall report to his or her supervisor upon completing such activity. Every effort shall be made by each Shop Steward to conduct Union business at the end of his or her regularly assigned shift and to not interfere with the duties of other employees in the unit.

ARTICLE 12. BULLETIN BOARDS:

Bulletin Boards, of the size of three feet by four feet, or less, may be established and maintained by the Union at Union expense, at mutually agreed upon locations.

The Union must keep said bulletin boards in a neat and orderly appearance. They shall be maintained for the posting of only the following types of notices:

- a. Union recreation and social activities;
- b. Union elections;
- c. Union appointments and results of Union elections; and
- d. Union meetings.

All material posted on said bulletin boards must (1) contain the date of posting, (2) contain the identity of the organization responsible for the posting, and (3) be removed within thirty-one calendar days of posting, except that materials listing the names and telephone numbers of officers of the Local, and/or that material explaining available employee benefits need not be removed within said 31-day period.

The City shall not be responsible for maintaining or constructing said bulletin boards. The City shall be held harmless by the Union and shall be indemnified by the Union for any liability incurred as a result of the physical or personal damage sustained by anyone due to either the condition or location of the boards or the contents of any publications placed thereon.

If the City objects to any posted material which is claimed to be inconsistent with this agreement, it shall notify the Shop Steward to remove the material within twenty-four hours. In the event the matter cannot be resolved between the City and the Shop Steward within this period, the material will be removed and a grievance may be taken directly to Level Four of the grievance procedure. It is further agreed and understood by the parties that the above bulletin board privileges, as set forth in this Article, may be revoked by the City if the provisions of Article 3, STRIKES AND LOCKOUTS, are violated by the Union.

ARTICLE 13. SAFETY:

The City shall continue to provide for the safety of employees during the hours of their employment, including adequate safety equipment. The promulgation of all safety rules is within the sole authority of the City. The City Manager shall have the authority to discharge, suspend, or otherwise discipline any employee who fails to comply with said safety rules.

The City shall take all reasonable and readily available precautions when employees' assigned duties are performed under generally known extraordinary life endangering conditions.

ARTICLE 14. SAFETY EQUIPMENT AND UNIFORMS:

a. Safety Shoes and Safety Glasses:

The City shall provide eye safety equipment when required for a particular job. Employees agree to purchase at least one pair of approved safety boots/shoes each year. Approved safety boots/shoes, which shall be worn at all times, are to be determined by the Department Director in consultation with Union Shop Stewards. City agrees to either reimburse employees up to One Hundred and Seventy Dollars (\$170) or provide vouchers for no more than One Hundred and Seventy Dollars (\$170) per year for safety boots/shoes provided that for purchases of said safety boots/shoes made at stores located in the County of Fresno. The City will allow, per its purchasing policy, 5% above the \$170 for purchases of safety boots/shoes made at stores located in the City of Reedley. Any boot purchases that are paid for in whole or in part by the City of Reedley must be for the sole use of the specific employee that the reimbursement or the boot purchase voucher is assigned to. No boots shall be sold, traded, or returned to the place of purchase for a cash refund or store credit.

b. Uniforms:

Employees in the unit who are required to wear uniforms (pants and shirts) shall each be provided, at City expense, up to one clean City-prescribed uniform per workday per employee. In return, all employees of the unit shall start work in clean and pressed clothing (such clothing to be the prescribed uniform, where applicable)

c. Jackets and Vests:

The City shall purchase, issue, and replace jackets or vests as needed for each employee. The present uniform policy for all employees in the bargaining unit is set forth in Appendix "A".

d. Tool Allowance

The City shall replace tools broken when being used in the course of employment for all Equipment Mechanics and Heavy Equipment Mechanics. The broken tool will be presented to the supervisor, and the purchase of a replacement tool is to be of equal quality and quantity. The City shall provide specialty tools as needed and approved by their supervisor, and shall remain the sole property of the City.

ARTICLE 15. HEATH AND WELFARE

a. Medical Insurance

City shall maintain medical coverage and shall pay the average of the two lowest premium plans of the employee and qualified dependent care premiums.

b. Vision Coverage

The City shall maintain vision insurance (benefit level to be equal to current Vision Service Plan) and shall pay 100% of the employee and qualified dependent care premiums to provide full payment of those premiums. Such Plan shall be maintained throughout the term of this Agreement.

c. Dental Coverage

The City shall maintain dental insurance (benefit level to be equal to current Ameritas plan), and shall pay 100% of the employee and qualified dependent care premiums to provide full payment of those premiums. Such Plan shall be maintained throughout the term of this Agreement.

d. Long-Term Disability Coverage

The City shall maintain long term disability insurance (benefit level to be equal to current Hartford plan) and shall pay 100% of the employee coverage premium. Such Plan shall be maintained throughout the term of this Agreement.

e. Life Insurance Coverage

The City shall provide life insurance coverage of \$25,000 for each bargaining unit employee and shall pay 100% of the employee coverage premium. Employees may request additional coverage at employee expense. Such coverage shall be maintained throughout the term of this Agreement.

f. Cash-In-Lieu of Benefits Option

Employees may voluntarily enroll in the Cash-In-Lieu of Benefits program if they have alternative medical, dental, or vision coverage not provided by the City. The program will run from January 1st to December 31st annually. Employees will receive monthly in-lieu payments as taxable income and reflected in withholding contributions on their paycheck. Employees may be eligible to re-enroll in City benefit plans only during the Open Enrollment period or within 30 days of: Family Unit change due to marriage, birth, or adoption; Loss of other coverage; Court or administrative order; Reemployment after Military service. Cash-in-Lieu amounts will be set at \$300.00 per month for medical, \$40.00 per month for dental, and \$10.00 per month for vision coverage. Employees must re-enroll and show proof of alternative coverage annually. The City reserves the right to discontinue the program. Employees will be notified at minimum, 30 days prior to Open Enrollment should the program be discontinued or amended.

ARTICLE 16. EDUCATION AND INCENTIVES:

Employees may, from time to time, of their own volition, further their education and increase their value as an employee of the City by taking an approved course of study. Employees may be allowed to take time off from a regular work shift to attend a class or course as follows:

- a. The class or course must be approved in writing in advance by the Department Head and City Manager.
- b. The needs of the City can be met by the City during the time of absence.
- c. The time off allowed for attending the class or course will be without pay. The City may agree to allow the employee to make up the time of absence, and nothing shall prevent the City from authorizing paid absence, should the City elect to exercise such options.
- d. The class or course of study is only offered during the normal work shift. If the class or course is offered after normal working hours, the City in its sole discretion will determine whether the employee can be excused from his/her regular work shift for this purpose.

- e. The approved class or course of study shall result in the employee acquiring the equivalent of an Associate of Arts (or Associate of Science) degree with 60 units of college level credits or a Bachelor of Arts (or Bachelor of Science) degree.
- f. This Article shall not be used for the acquisition of any minimum training required for a job classification or which may be mandated or desired by the City, which required training shall be accomplished at City expense, on paid time.
- g. Incentives

Upon completion of a pre-approved course of study as discussed above and presentation by the employee of a diploma or certificate, the employee shall be entitled to receive incentive pay of five percent (5%) for Associate Degree or a Bachelor's Degree in addition to the regular base salary of the employee.

- 1) An approved course of study shall be mutually determined for each job classification. It is the intent of this Article to define a study series that will be comparable to achieving a certain level of education from an upper-level, college-type learning institution.

- h. Bilingual Incentive Pay

At the sole discretion of the City Manager, any employee who demonstrates to the satisfaction of the City Manager (through independent testing) that they possess and retain skills necessary to translate and communicate, both orally and in writing, in a non-English language determined by the City Manager to be regularly useful to the City of Reedley, shall receive incentive pay of eighty five dollars (\$85.00) per month. For those employees who can communicate with oral proficiency only (through independent testing) in a non-English language determined by the City Manager to be regularly useful to the City of Reedley, shall receive incentive pay of seventy dollars (\$70) per month.

ARTICLE 17. CERTIFICATES AND INCENTIVES

- a. General

Employee may elect to acquire and maintain certifications issued by regulatory agencies or other similar agencies to demonstrate skill, knowledge, and expertise which are greater than the minimum qualification level established in the official job duty statement for their job classification. In order to be eligible for incentive pay as discussed herein, the employee must have received prior written approval of the course of study which will result in certificate from the Department Head and the City Manager. The certification shall represent a substantial effort by the employee requiring a course of study over a period of time. Denials can be subject to meet and confer.

- b. Certification/License

For purposes of this article a certification/license shall mean a diploma Class A or B or endorsement license, or other document issued by an agency of the State of California or another approved learning center, institution, or governmental agency certifying that the person to whom the certificate is issued has successfully completed a previously approved course of study.

c. Incentive

Upon presentation by employee of a Certificate as described above, the employee shall be entitled to incentive pay which shall be in addition to the regular base salary of the employee. The amount of incentive pay shall be determined and established by the Department Head and City Manager at the time the course of study is pre-approved. Incentive pay shall be awarded in two and one half percent (2.5%) increments in addition to the regular base salary of the employee. Maximum incentive pay for any one employee for all certifications shall not exceed ten percent (10%). Employees shall maintain current certifications during the course of employment in order to continue to receive incentive pay. Incentive pay shall cease whenever a certification is no longer valid. City agrees to pay, on an annual basis, 100% of the employee's cost of maintaining certifications that are required per the employee's current job description. All other certification costs are to be borne by the employee. .

d. Class A or B Endorsement License

The City shall cover the full cost of renewal of a Class A or B endorsement license, provided the endorsement license is required in the course of employment, or if the City utilizes the employee's license and endorsements in the course of their normal duties. Employees that have historically received reimbursements for a license above the requirements of their classification will continue to receive full reimbursement from the City.

ARTICLE 18. CORRECTIVE DISCIPLINE:

The City and the Union endorse the concept of corrective discipline. Employees shall receive reasonable notice if a job performance problem develops, and discipline measures will become progressively more severe in order to correct the problem. This would include oral warning, two written warnings, no more than two suspensions, and if then necessary, discharge. The City retains the right to waive any of the above steps if the employee's conduct justifies more immediate disciplinary actions, including suspension or discharge as provided for in Article 19. Any of the above steps may be submitted to the grievance procedure.

The City shall, at the employee's request purge files and records on or by June 30th of every year to eliminate any disciplinary or corrective actions against an employee for records older than three (3) years. There will be an exception for those newly hired employees that are still on probation and have not reached the maximum step within their job classification.

ARTICLE 19. DISCHARGE AND SUSPENSION:

The City Manager, or his authorized representative, retains the right to discharge, demote, discipline, and suspend employees. Any employee may challenge this decision through the grievance procedure, provided a written grievance is filed with the City Manager within five working days of notification of the action. If requested, the City Manager or his designee shall have five working days to provide the grievant with a written statement of the reasons for the discharge or suspension.

ARTICLE 20. GRIEVANCE PROCEDURE:

The grievance procedure for this unit is attached as Appendix "B".

ARTICLE 21. LAYOFF PROCEDURE:

a. Definition

Layoff is defined as an involuntary separation from City employment wherein the City of Reedley eliminates positions subject to the following process. The City may lay off any employee because of material change in duties, reorganization, shortage of funds or shortage of work.

b. Authority

The City Manager shall implement layoff procedures in accordance with the process outlined herein.

c. Policy

- 1) The city will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition. In the event of the reduction of the work force, existing vacancies shall be used to the maximum extent possible, as determined by the City Manager, to relocate affected employees.
- 2) Layoffs shall be implemented by job classification, as determined by the City Manager. Regular, full-time employees shall have the right to bump within their classification, if possible, and then, into their former classification within the same bargaining unit, provided that the bumping employee has more seniority than the employee to be bumped. The employee with the least amount of City seniority in any classification affected by the layoff will be the first to be laid off. If qualified, this employee may in turn bump (i.e., replace) an employee in the next lower classification, who has the least City seniority in that classification, provided that the bumping employee meets the minimum qualifications for that classification, as determined by the City Manager. For purposes of this layoff procedure, seniority shall be defined as follows: (a) if the total seniority of two or more employees in the affected classification is equal, then seniority within the classification shall be determinative; (b) if the foregoing factors are equal, department seniority shall be determinative; (c) if all of the foregoing factors are equal, the date permanent status was reached shall be determinative; (d) if all of the foregoing factors are equal, the City Manager will determine layoff order based on clearly demonstrated superiority in performance and on qualifications – the City Manager’s decisions shall be final.
- 3) The layoff priority of employment categories within a classification shall be as follows: (a) temporary, part-time, and probationary employees, regardless of seniority; (b) regular, full-time employees, by seniority.
- 4) Departments which anticipate a possible reduction in staff by layoff shall notify affected employees 30 days prior to reductions.
- 5) Employees transferred through bumping in the same bargaining unit and in the same salary range, shall retain the same salary step and retain the same anniversary date, otherwise, the employee shall be assigned the appropriate salary step in the range closest to the salary range of the present position, as determined by the City Manager.

- 6) Employee who cannot be placed, through the process described above, and are laid off shall have their names placed on a reemployment list and shall be eligible for reemployment as follows:
 - (a) to compete in promotional examinations for positions in which they are qualified, as determined by the City Manager for the period of eighteen (18) months following layoff; (b) to maintain the reemployment rights described herein for a period of eighteen (18) months following layoff and to be eligible for any vacancies which may occur during this period in the classification held by the employee at the time of layoff or in the bargaining unit, provided, however, that the employee continues to be qualified and possess the licenses and skills required, all as determined by the City Manager; (c) to be considered for any other vacancy which may occur in the same or lower classification within the same bargaining unit, provided that the employee is qualified and able to perform the duties of the job, as determined by the City Manager. If the position is below the employee's salary at the time of layoff, he/she shall be advised and the employee will have the opportunity to accept or reject the position. If rejected, the employee shall not lose the credit on his/her twelve months eligibility. If the position is at a higher salary range, the employee shall accept the position at his/her salary at the time of layoff until the probationary period is completed for the new position at which time the employee shall be assigned the appropriate salary step and range as determined by the City Manager. If the employee rejects the position, all eligibility for reemployment shall be immediately forfeited. Probation is required for all rehires, unless they are hired into their former position.
- 7) Employees who are laid off shall automatically be placed on the reemployment list for the affected classification. All vacancies within that classification shall be filled from the reemployment list prior to using any other eligibility or employment list so long as the laid off employee continues to be qualified for the position and continues to maintain such licenses and skills required for the position and continues to maintain such licenses and skills required for the position, as determined by the City Manager.
- 8) the laid off employee shall receive payment for all accumulated vacation, compensatory time, and holidays as elsewhere provided in this MOU, at the time of layoff.
- 9) Employees who are paid for vacation, compensatory time, and holiday time and are subsequently rehired will begin accumulating any benefits, which are at that time available under the then current MOU, on the date they commenced work. Laid off employees shall not continue to accumulate seniority, vacation, sick leave, or any other benefit of any kind during the period of layoff. Employee retirement, insurance, and all benefits cease at the time of layoff and will not be paid during the layoff period. It is the employee's responsibility to provide the personnel department with an updated address and phone number during the period of layoff.
- 10) Employees who are laid off shall continue to receive the same health, medical, dental and life insurance benefits contained in the then existing MOU, at the time of layoff, for a period not to exceed three months provided, however, that this benefit shall be available only for regular, full-time employees with two (2) or more years of continuous service at the time of layoff.
- 11) An employee who is laid off shall be notified within thirty (30) days of the date layoff of any right or opportunity to continue medical benefits under any then existing state or federal law or regulation.
- 12) Employees on the reemployment list who are recalled to work pursuant to the procedures outlined above shall have ten (10) calendar days after notification by the City to report to work. Notification by the City shall be by certified mail or other means of comparable communication to the employee's last reported address on file with the City.

A laid off employee not reporting to work on the date and time contained in the notice, shall immediately lose any remaining benefit, right or entitlement described herein and shall be immediately removed from the employment list.

- 13) Employees rehired from the reemployment list shall return to City employment with their personnel file intact and shall regain any seniority previously accrued following any required probationary period.
- 14) Part-time, probationary or temporary employees may be laid off by the City without regard to seniority status and shall have no reemployment rights.
- 15) The provisions of this layoff policy are not intended as a substitute for any required disciplinary process pertaining to any employee.

ARTICLE 22. RESIDENCY:

Employment with the City for call back employees, as determined by the City, is contingent upon such employees establishing residency within a response time of thirty minutes driving distance of the place of employment no later than the end of the employee's probationary period. Employees shall advise their supervisor in writing of any change of residency or telephone number, and the Supervisor shall verify compliance with the residency requirement and report to the City Manager for his approval. If an employee's residency is not found in compliance by the City Manager, the employee may appeal in writing to the City Council for approval or extension within fifteen calendar days after the decision of the City Manager. The decision of the City Council shall be final and binding.

ARTICLE 23. RETIREMENT:

a. PERS Tier/Pickup

Effective July 1, 2015, all employees will contribute 100% of their share of PERS. The City will contribute 100% of their share of PERS.

AB 340 created the Public Employees' Pension Reform Act (PEPRA) that implemented new benefit formulas and final compensation period, as well as new contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of new member as per PEPRA. Employees defined as 'Classic members' shall continue to have a 2.0% @ Age 55 miscellaneous tier retirement package with the California Public Employees Retirement System (CalPERS). Classic members are defined by CalPERS as having been a member of CalPERS or a reciprocal system prior to January 1, 2013. The City shall continue to pick up each employee's full contribution to the PERS to the maximum of approximately seven (7.0%) percent of those wages subject to such contribution. The "pick up" shall not be wages, but shall be pursuant to Internal Revenue Code Section 414(h) (2) and shall be paid to the credit of the employee's account. Employees shall pay their own share of Social Security.

New members shall have a 2.0% @ Age 62 miscellaneous tier retirement package with CalPERS, shall have a 3 year final compensation period, and shall be responsible for payment of their member contribution rate as a percentage of payroll. The initial member percentage of 6.25% of reportable compensation is currently set by the actuarial assumptions used in the Actuarial Cost Analysis of AB 340, and may change over time if the total normal cost for new members fluctuates by more than one (1) percent over the estimated initial normal cost rate of 12.5% of payroll. (The employer contribution rate has also been initially set at 6.25% of reportable compensation.)

CalPERS will review the member rate once a year when the actuarial valuation of the City's plan is performed. The first review is expected to be in conjunction with the June 30, 2013 actuarial valuation that will take place in the fall of 2014. Therefore, the member contribution rate is expected to remain unchanged until July 1, 2015. Should CalPERS revise the member contribution rate prior to July 1, 2015, the City shall have no choice but to comply by adjusting contribution rates of new members. All new member contributions shall be deducted on a pre-tax basis in accordance with applicable laws and regulations.

b. Retirement Credit for Military Service

Qualified bargaining unit members shall be permitted to purchase retirement credit for military service in accordance with the rules and regulations of PERS.

ARTICLE 24. WAGES, MERIT INCREASES, PAYDAYS, AND RECORDS:

a. Wage Rates

Members shall receive a 9.50% cost of living adjustment effective July 1, 2015, a 2.0% cost of living adjustment effective July 1, 2016, and a 2.0% cost of living increase effective July 1, 2017.

b. Merit Step Increases

It is understood that salary advancements and/or merit step increases are automatic provided a satisfactory evaluation is maintained.

- 1) Employees whose work performance is satisfactory shall be eligible for and shall receive a merit salary increase to the next higher step (not to exceed the maximum) of the salary range for his position.
- 2) Permanent employees who have not reached the top of their salary range, are eligible for one-step salary advancement, within designated range for the position, on the first day of the month coinciding with or immediately following his/her anniversary date of employment except for pay purposes said increase will not take place until the following July 1st during the term of this agreement.

c. Paydays and Records

Employees shall be paid bi-weekly on Friday for regular hours of work. Employees' sick leave and vacation balances shall be shown on their biweekly paycheck stub.

ARTICLE 25. PROVISION OF LAW:

It is understood and agreed that this agreement is subject to all current and future applicable federal, state and county laws. If any part of this agreement is in conflict with or inconsistent with the above applicable laws or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part shall be suspended or superseded by such applicable law and the remainder of this agreement shall not be affected.

ARTICLE 26. FULL UNDERSTANDING:

- a. It is intended that this agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to meet and confer, and, therefore, any prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.
- b. It is agreed and understood that during the negotiations which culminated in this agreement each party enjoyed and exercised without restraint, except as provided by law, or limitations, the right and opportunity to make demands and proposals or counter proposals with respect to any matter subject to meet and confer and that the understandings and agreements arrived at after the exercise of the right are set forth in this agreement.

The parties agree, therefore, that except as otherwise provided, herein, neither party shall be required to negotiate with respect to any subject or matter, whether referred to or not in this agreement.

- c. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this agreement shall not be binding on the parties unless made and signed in writing by all the parties to this agreement and if required, approved and implemented by the City Council.
- d. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 27. TERMS:

The term of this agreement shall be three (3) years and shall remain in full force and effect from July 1, 2015, through and including June 30, 2018.

ARTICLE 28. NEGOTIATIONS

In the event either party to this agreement desires to negotiate a successor agreement, such party shall serve upon the other its written request to begin negotiations as well as its full and entire written proposals for a new agreement by April 1st, in which event meeting and conferring shall commence no later than April 15th of that year. The parties agree to reopen negotiations by October 1, 2015, on Appendix "B" Grievance Procedure. Specifically Section e., Level Five Advisory Arbitration.

ARTICLE 29. RIGHT TO MEET

Bargaining unit members will be allowed to meet on City time for one (1) hour every three (3) months to discuss Union business. The Union will provide a letter establishing guidelines for the specifics of said meetings that shall be subject to the approval of the City Manager.

Date of Execution: June 30, 2015

CITY OF REEDLEY ("City")

INTERNATIONAL UNION OF OPERATING
ENGINEERS STATIONARY LOCAL NO. 39
(Union)



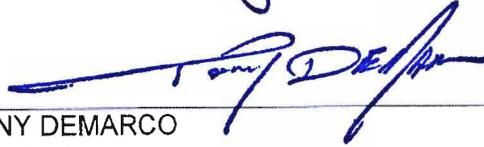
NICOLE R. ZIEBA
City Manager



JERRY KALMAR
Business Manager - Secretary



SYLVIA PLATA
City Clerk



TONY DEMARCO
President



STEVE CROUCH
Director of Public Employees



DOUG GODIN
Business Representative



STEVE HEINRICHS
Shop Steward



JASON GARCIA
Shop Steward

Appendix “A”

UNIFORMS

The following uniform policy is established effective immediately and will apply to all employees in the General Services Unit until and unless changed by the City Manager:

1. PUBLIC WORKS – STREETS, SEWER, DISPOSAL, WATER, AND EQUIPMENT DIVISIONS.
All employees, within a specific division will wear the same type, style, and color of uniform while on the job with no exception (except as provided in Article 15, SAFETY EQUIPMENT AND UNIFORMS), as provided by the City. The uniform color for each division will be selected by the Department Director.
2. PARKS AND RECREATION – PARK DIVISION.
All employees, except clerical employees, will wear the same type, style, and color of uniform (green) while on the job with no exception (except as provided in Article 15, SAFETY EQUIPMENT AND UNIFORMS), as provided by the City.
3. PARKS AND RECREATION – BUILDING MAINTENANCE DIVISION.
All employees, except clerical, employees, will wear the same type, style, and color of uniform (blue) while on the job with no exception (except as provided in Article 15, SAFETY EQUIPMENT AND UNIFORMS), as provided by the City.
4. CLERICAL EMPLOYEES.
There is no designed uniform for clerical and general office employees. However, each employee in this class is expected to report to work each day properly groomed and in neat, clean and pressed clothing and attire.
5. TRANSIT DRIVERS.
All drivers will wear the same type, style and color of uniform (White with Blue pin stripe shirts with Navy Blue pants) while on the job.
6. GENERAL.
 - a. Each employee will report to work each day, properly groomed, in the designated uniform, while is to be clean, neat and pressed.
 - b. Uniform jackets and shirts will each have a department patch sewn on the left shoulder.
 - c. Each employee is responsible for maintaining the issued rain gear.
 - d. Hats:
 - i. Hard Hats

Hard hats are issued to all employees and are considered safety equipment. They are to be used at all times when working around or near any maintenance-type equipment. Hard hats may be of the round brim type or the baseball cap type and will be either metal or white in color.

ii. Soft Hats

This section applies to employees in the Streets, Sewer, Disposal, Water, and Parks Division:

1. All employees, except clerical employees, will wear the same type, style and color of hat for their division when working at certain designated job assignments approved by the City. The hat will be of the baseball or wide brim type and style and must be approved by the City Manager or his designee. b) The recommended and approved job areas where the soft hats may be worn are as follows: work areas where hazards are non-existent, driving city vehicles, painting, etc.
- e. Employees are to be proper uniform attire by effective date of this MOU.
 - f. There will be no deviation or substitution allowed or considered unless there is valid evidence to support such a request.
 - g. During the winter months (November through February) modified uniforms may be considered for employees working outside of a building. Modified uniforms shall be approved at the sole discretion and prior approval of the Department Head. Every effort will be made to permit the employee to dress as warmly as possible while performing his/her duties in a safe, efficient, and effective manner. Modified uniforms shall be consistent with regular uniforms.
 - h. During the spring and summer months (May through September) modified uniforms may be considered for employees working outside of a building. Modified uniforms shall be approved at the sole discretion and prior approval of the Department Head. Every effort will be made to permit the employee to dress as casually as possible while performing his/her duties in a safe, efficient, and effective manner. Modified uniforms shall be consistent with regular uniforms.

Appendix “B”

GRIEVANCE PROCEDURE

Policy Statement

City bargaining unit employees are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the City Manager.

Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all City employees to follow these procedures to settle their grievances.

Definition of Terms

As used in this Section, the following words shall have the designated meanings:

- b. Grievance: A grievance is good faith complaint of one or a group of employees or a dispute between the City and the Union involving the interpretation, application, or enforcement, of the express terms of this Memorandum of Understanding.
- c. Conferee: A conferee is a fellow employee or shop steward who at the request of the employee or City Manager is invited to participate in a grievance conference.
- d. Aggrieved Party: Aggrieved party is the employee or group of employees or City making the claim.
- e. Days: The term “days” shall, except when otherwise indicated, mean calendar days when the City offices are open.

Implementation Procedure:

- a. Level One: Oral Discussion with Immediate Supervisor.

An aggrieved party shall orally present his grievance to his immediate supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

- b. Level Two: Personal Conference upon Written Claim with Immediate Supervisor: An aggrieved party may then submit his claim in writing to his Immediate Supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this stage as a substitute for or in conjunction with the aggrieved party. The aggrieved party’s written claim should state his position clearly, and the background and reasons and the following items must be included:

1. A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
2. A description of the general and specific grounds for the grievance.

3. A listing of the specific actions and events alleged to be in violation of these Articles. All persons involved (including witnesses) shall be named, stating times, places, and events in which each person named was involved.
4. A statement of the specific actions identified above is in violation of these Articles.
5. A listing of the specific actions which the aggrieved employee believes would best remedy his grievance.

Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. The written claim must be submitted to the immediate supervisor no more than three (3) days of the event being grieved, except a grievance involving discharge may be submitted to the immediate supervisor no more than five (5) days following the discharge. If the aggrieved party is not satisfied with the results of this personal conference with his immediate supervisor, he must then file a written complaint with his department head within three (3) days of the meeting with his immediate supervisor.

c. Level Three: Personal Conference with Department Head:

An aggrieved party may appeal the Level Two decision to his department head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two Claim. It shall not be necessary to re-write the above information. The City shall provide a form which may be used at Levels Two through Four. Upon receipt of the complaint, the department head shall schedule a personal conference with the aggrieved party. At this conference, the attending aggrieved party and department head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with his department head, he must then file a written appeal with the City Manager within three (3) days of the meeting with his department head.

d. Level Four: Appeal to the City Manager:

An aggrieved party may appeal the decision made at Level Three to the City Manager or his/her designee within three (3) days after the personal conference provided at Level Three. The following then applies:

1. A copy of the grievant written appeal shall be sent by the aggrieved party to the persons who rendered previous decisions, that is, his immediate supervisor and the department head.
2. The appeal shall be in writing and shall include the same information as described for the Level Two claim. The completed form supplied by the City shall satisfy this requirement.
3. The City Manager has the option of either rendering a decision or referring the appeal directly to a Board of Review. If he/she elects to render a decision, he/she shall investigate and confer with the parties involved. The aggrieved party, at his discretion, may bring in his conferee.
4. The City Manager shall communicate his/her decision in writing, together with supporting reasons, to the grievant.

e. Level Five: Advisory Arbitration:

The aggrieved party may appeal the decision made at Level Four through the City Manager's Office within ten (10) days and request a hearing by a board of Review, hereinafter described:

1. The appeal shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim filed at Level Two and subsequent Levels.
2. Upon receipt of the request, the City Manager in charge of personnel shall direct the Board of Review to conduct an investigation and review.
3. The Board of Review shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.
4. After studying the documentary evidence, the Board of Review shall conduct such hearings as it deems necessary. At least two (2) days' notice of any scheduled hearing should be given.
5. At the conclusion of the hearing, the chairman of the Board of Review shall submit the Board's written report to the City Manager and the aggrieved party.
6. A Board of Review shall be made up of three (3) members, one selected by the City, and one (1) selected by the Union. These two (2) representatives shall select a recognized arbitrator from the California State Mediation and Conciliation Service.

f. Level Six: Appeal to the City Council:

Any of the parties involved in the grievance may appeal the decision of the Board of Review to the City Council within ten (10) days from receipt of the Board of Review findings. The decision of the City Council shall be final and conclusive, and handled in the following manner:

1. Disposition of records: The City shall keep a tape recording of the proceedings and will provide a summary of the parties involved. If any party wishes a verbatim transcript of that recording, that party is responsible for costs incurred.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be considered confidential. The file shall be open to the parties involved.

General Provisions:

To facilitate the grievance procedure, the following provisions shall apply:

- a. Any party to a grievance may at any point in the process outlined have a conferee.
- b. Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.

- c. Grievance adjustments should be more concerned with “with is right” and less concerned with “who is right”. Effective adjustment of grievance requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principle of ethical conduct be observed at all times.
- d. All proceeding, at any level, shall be kept private and confidential, and any deposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or deposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the aggrieved party requests an open hearing before the Council. Decisions that have Citywide implications shall be communicated to personnel in an objective and impersonal manner.
- e. A written record of all proceedings shall be kept by the parties involved beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next level. Such signing shall not necessarily indicate agreement to the factual content.
- f. Costs of operating the grievance procedure shall be borne jointly by the City and the Union.
- g. By mutual written agreement, the time limit at any Level can be extended.
- h. The Board of Review shall not have the authority to make any finding contrary to the written policies of the City.