

**AGREEMENT BETWEEN**

**CITY OF VALLEJO**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1245, AFL-CIO**

**JANUARY 1, 2016 THROUGH June 30, 2018**

## PREFACE

This Agreement is made pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA) and is between the City of Vallejo, a Municipal Corporation, hereinafter referred to as the "City" or "Employer", and the International Brotherhood of Electrical Workers, Local 1245, AFL-CIO, a Labor Union, hereinafter referred to as the "Union", the duly recognized employee organization representing the City's Miscellaneous Employees. Together, they may be referred to herein as the "parties."

The general purpose of this Agreement is to set forth the wages, hours of employment, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for and among the City, its employees, and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the City and the Union shall abide by the terms and provisions set forth herein for the life of this Agreement.

This document represents the final expression of the Agreement between the parties after meeting and conferring in good faith pursuant to the MMBA. All side agreements as of the date of execution have been incorporated to the extent the parties agree. All other agreements are therefore disclaimed.

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**SECTION 1  
LABOR AND EMPLOYEE RELATIONS**

**1.1 RECOGNITION**

The City recognizes the Union as the exclusive representative of employees working in classifications covered by this Agreement. Said classifications are set forth in Appendix A attached hereto and made a part hereof; however, this does not preclude additional classifications from being covered by this Agreement.

**1.2 MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement and/or applicable laws, the City retains the sole and exclusive right to manage, direct and supervise its operations and employees.

**1.3 NO DISCRIMINATION**

A. Neither the City nor its agents, nor the Union, its agents or members, shall discriminate against any employee because of any protected status, as defined by California or federal law, including race, color, religious creed, nationality, age, sex, disability, genetic information, marital status, sexual or gender orientation and identity, medical condition, political activities, military or veteran status, or status as a victim of domestic violence. Neither will the parties discriminate any employee because of Union activity or the absence thereof, or membership or non-membership in the Union, or on any other basis prohibited by state or federal law.

1. The City and the Union shall participate in and cooperate in implementing the non-discrimination provision as set forth in Vallejo Municipal Code Sections 2.74.010 - 2.74.110.
2. The City will notify the Union at any time the subject of non-discrimination or related subjects are to be discussed by the City Council or Civil Service Commission, and the Union will be allowed to participate.

B. Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the ADA, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, transfer, layoff, reassignment, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

1. The Union recognizes that the City has a legal obligation to maintain the privacy of medical information pertaining to an

employee's medical condition and/or disability, and also an obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. If the employee requests and consents to Union notification and involvement, the Union will be notified of its right to participate in the interactive process meeting to discuss these proposed accommodations prior to a final decision by the City.

2. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.
  3. Prior to disregarding any provision of this Agreement in order to undertake reasonable accommodations for an individual protected by the ADA, the City will provide the Union with written notice of its intent to disregard the provision, and will allow the Union the opportunity to discuss options to disregarding the Agreement, provided that the employee consents to the disclosure of his or her need for accommodation.
- C. Complaints of discrimination or harassment shall be made pursuant to City Administrative Rule 2.21 and are not subject to the grievance and arbitration procedures of this Agreement.

#### **1.4 DUES, UNION SECURITY, AGENCY SHOP**

- A. Except as otherwise provided by law, the City and the Union agree that, pursuant to Government Code Section 3502.5, all employees within the recognized unit shall either join the Union or pay the Union a service fee in an amount which shall not exceed the standard initiation fee, monthly dues, and general assessment of the Union for a period of three (3) years from the date of this Agreement. Employees of record on June 30, 1987 who are not dues paying members of the Union are excluded from the provisions of this Section, except that if they become dues-paying members, they must remain so.
- B. All other provisions of Government Code Section 3502.5 shall be complied with by the parties. The Union shall also comply with the provision of Government Code Section 3502.5 (f), requiring maintenance of itemized records of financial transactions and making available to the City and employees who are members of the organization, within sixty (60) days after the end of its fiscal year, a detailed written financial record in the form required by law. Pursuant to Section 3502.5 the City and the Union shall separately execute a Memorandum of Understanding designating three (3) non-religious, non-labor charitable funds exempt from taxation.

- C. Upon written authority by an employee and approval by the Union President or Secretary-Treasurer, or both, the City agrees to deduct twice each month from the accrued wages of each employee after all other required deductions have been made, the sum certified as semi-monthly Union dues, fees, and assessments, and deliver the sum to the Union Treasurer. The amount authorized to be deducted as dues and fees may be changed not more than once each fiscal year, and the amount authorized to be deducted as assessments, if any, may be established not more than twice each fiscal year. Such changes and establishments will be made by the City not later than thirty (30) days following written notice of the change or establishment.
- D. The Union shall indemnify and save the City harmless against any and all claims, suits, costs, legal expenses, and any other forms or liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the City's compliance with the provisions of this Section.
- E. At the time of hire into a position within the bargaining unit, the City shall provide each new unit member a copy of this Agreement. Within fifteen (15) calendar days following each unit member's date of hire or placement in unit, the City shall notify, in writing, the Union Business Representative of said employee's name, address, position title, and date of hire.

## **1.5 UNION ACTIVITY**

- A. Except as provided in this Agreement, employees shall not engage in Union activity during working hours.
- B. In no event shall any Union representative leave his or her work for grievance purposes without first notifying and obtaining the approval of the immediate supervisor.
  - 1. The immediate supervisor shall promptly approve such request unless the absence of the Union representative would have an adverse effect on the operations of the unit.
- C. Union representatives may confer between or among themselves or with other bargaining unit employees during working hours on City premises for a reasonable length of time, provided permission is obtained in each instance from the Union representative's immediate supervisor and the immediate supervisor of any other bargaining unit employee involved.
- D. The City will permit one (1) Union representative to address new hires in the bargaining unit during the scheduled new hire orientation session. The Union representative will be given a reasonable amount of time during which to speak with new hires in order to present administrative



information to new employees regarding contact information, Union programs available to City employees, and membership information.

## **1.6 ATTENDING UNION FUNCTIONS**

- A. No more than two (2) employees who are selected by the Union to attend functions of the International Brotherhood of Electrical Workers, exclusive of all affiliations, such as conventions, safety conferences and educational conferences shall be allowed time off with pay and without loss of seniority for a period not to exceed five (5) consecutive calendar days at any one time to attend such functions, provided the Department of Human Resources is advised in writing by the Union of such intended absence at least ten (10) regularly scheduled working days prior to the start thereof.
- B. The total cumulative number of regularly scheduled working hours available under this Section shall not exceed one hundred fifty (150) in any twelve (12) consecutive calendar month period.
- C. The City may, at its discretion and under the same conditions as specified in this Section, grant approval for employees to attend other legitimate Union activities.
- D. Attendance specifically required or requested by the Union at meetings or conferences wherein the employee is appearing as a City representative and on behalf of the City, shall not be considered as time off for purposes of this Section.

## **1.7 SUBCONTRACTING**

- A. The City reserves the right to contract out and/or subcontract work to the extent permitted by law. However, the City shall not contract or subcontract work normally and customarily performed by bargaining unit employees covered by this Agreement when, in either case, to do so results in bargaining unit employee(s) suffering a loss of employment with the City, a reduction in regularly scheduled work hours, a reduction in benefits which related to regularly scheduled work hours, or a reduction in base wages.
- B. Notwithstanding Section A, above, the City retains the right to consolidate or share operations with other public jurisdictions and/or join or create joint powers authorities. The City shall meet and confer with the Union over the terms and conditions of employment of all bargaining unit employees who may be impacted by such consolidation or sharing of operations prior to the implementation thereof.
- C. Following ratification of this agreement by the Union and adoption by the City Council in accordance with the MMBA, the Human Resource Department shall provide to the Union on a quarterly basis:

A report listing all temporary employees being employed by the City. For the purpose of this Section, "Temporary Employees" shall include: temporary employees, volunteers and contractors performing IBEW related work. The list shall state the name of the Temporary Employee, department/division, date of initial employment, job description and title, and the fund in which the employee is paid from (there may be cost recovery from other funds through the cost allocation plan).

- D. The City shall use best efforts to use Temporary Employees to perform IBEW related work only for limited duration work needs.
- E. The City shall utilize current active eligibility lists for both permanent and temporary assignments beyond immediate short term needs.
- F. The City shall initiate recruitment for regular employees for budgeted vacant unit positions within ninety (90) days of the vacancy. In the event a Department delays initiating such recruitment, the City will so advise the Union of the reasons for the delay in writing.
- G. When there is an active certified Register of Eligibles for a budgeted vacant position, the City shall interview all candidates on the list prior to pursuing alternate means of having necessary work performed.
- H. Subsections (C) through (G) above shall take effect following ratification of this agreement by the Union and adoption by the City Council in accordance with the MMBA.

## **1.8 COOPERATIVE COMMITTEE**

### **A. Introduction**

The City and the Union recognize the need for cooperation to improve performance for mutual welfare and public benefit. To foster cooperation, the parties shall create a committee to effectuate these goals.

### **B. Method of Cooperation**

#### **1. Cooperative Committee**

- a. The parties shall create a Cooperative Committee. The Committee will consist of an equal number of members not exceeding three (3) individuals representing the City and the Union. Each party will designate their three (3) representatives. The Committee will meet once every three (3) months beginning after the adoption of this Agreement by the City Council. A representative from the City and from the Union will jointly develop an agenda one week prior to the

meeting. The agenda shall be distributed the Friday before each meeting. The parties will discuss those topics listed on the agenda. That does not preclude either party from bringing up items at the meeting to be placed on future agendas.

- b. Employees attending such meetings shall be paid at their regular rate of pay for all time absent from their regularly scheduled work while attending such meetings.

2. The Minutes of Cooperative Committee Meetings

- a. Minutes will be kept of each Cooperative Committee meeting. Copies of the meeting's minutes will be furnished to all Committee members for a five (5) day review period. The minutes will then be distributed to the Union's president, City Department Heads and the City Manager. Copies of the meeting's minutes will also be posted in the Human Resources Department for a period of ten days following the meeting.
- b. From time to time, matters of a confidential nature may be discussed at these meetings. It is agreed that reference to such matters may, at the request of either party, be removed from the minutes, which are distributed. Such confidential matters, however, will be noted and records will be kept in the Human Resources Department.

C. Meeting Procedures to be Followed by Cooperative Committee

- 1. It is the intention of the parties that these Committee meetings be informal. The parties will attempt to hold these meetings in a round table manner and will consider proposals of any Committee member, as agendaized, aimed at improved performance, mutual welfare and public benefit.
- 2. There is no limit to the range of specific subjects that may be submitted for discussion by Committee members. Any matter that may be of mutual benefit to the parties or in the public's interest is proper for discussion.

However, on any matters that fall within the scope of bargaining [Gov't Code § 3504] those issues will be dealt with per the MMBA.

**1.9 PART-TIME EMPLOYEES**

In order to share in one-half (1/2) of all the benefits available to full-time employees, any regular, part-time employee shall be assigned to work a

minimum of twenty (20) hours per week. However, the foregoing provision does not apply to hourly employees, including, but not limited to, students, and school crossing guards.

#### **1.10 VALIDITY OF AGREEMENT**

In the event that any provision of this Agreement shall at any time be declared invalid by a decision of any court of competent jurisdiction or administrative agency, such decision shall not invalidate the entire Agreement. All other provisions not so declared invalid shall remain in full force and effect.

#### **1.11 SUPREMACY CLAUSE**

- A. This Agreement supersedes any rules, regulations or practices of the City which are contrary to or in conflict with the terms and provisions hereof.
- B. Where not negated or modified by the express provisions of this Agreement, the City Charter, Vallejo Municipal Code, Civil Service Commission Rules and Regulations and the Administrative Rules of the City shall apply.

#### **1.12 AS NEEDED MEETINGS**

Following ratification of this agreement by the Union and adoption by the City Council in accordance with the MMBA, the Human Resources Director and the Union Business Representative or designee will meet on a quarterly or an as-needed basis regarding the review and discussion of unresolved personnel and contract-related issues.

## SECTION 2 SALARIES

### 2.1 SALARIES

- A. It is understood that effective July 1, 2009, salaries for employees in this bargaining unit were reduced by 5% pursuant to the Pendency Plan. This reduction shall be ongoing.
- B. Effective July 1, 2010, the City implemented an additional 5% wage reduction except for employees in the classifications of Water Treatment Plant Operator III, Water Treatment Plant Operator IV, Senior Water Treatment Plant Operator, Communications Operator II and Communications Operator Supervisor. This reduction shall be ongoing.
- C. Water Treatment Plant Operators
  - 1. Effective July 13, 2010, the 5% wage reduction for employees in the classifications of Water Treatment Plant Operator III, Water Treatment Plant Operator IV, and Senior Water Treatment Plant Operator implemented on July 1, 2009 shall be restored. The restoration shall not be retroactive.
  - 2. In addition, employees in the classifications listed in B above shall not be subject to the 5% wage reduction effective July 1, 2010.
  - 3. 12 Hour, 10 Minute Shifts
    - a. The length of the shift for those Water Treatment Plant Operators who relieve a prior outgoing shift is 12 hours and 10 minutes effective as of July 5, 2012. This is not a change in work hours but is instead a recognition of a past practice.
    - b. Water Treatment Plant Operators who actually work a 12 hour and 10 minute shift will receive the 10 minutes at a 1.5 overtime rate. Because the regular shift is 12 hours and 10 minutes and is not work in excess of the regular shift, no provision in this MOU regarding work over scheduled hours applies.
    - c. Notwithstanding any other provision in this MOU, the 10 minutes will be paid in overtime on regular paydays in the regular paycheck and will not be paid in compensatory time off.
    - d. Failure to arrive at work at the start of the 12-hour, 10-minute shift, will be treated as tardiness.

- e. Employees must accurately report their work time.
- D. Communications Operators
- 1. Effective July 3, 2010, the 5% wage reduction for employees in the classifications of Communications Operator II and Communications Operator Supervisor implemented on July 1, 2009 shall be restored. The restoration shall not be retroactive.
  - 2. In addition employees in the above classifications shall not be subject to the 5% wage reduction effective July 1, 2010.
- E. The City may establish a retention program for Water Treatment Plant Operator III, IV, and Communication Operator IIs and above. As part of this program, the classifications of Water Treatment Plant Operator III, IV, and Senior received an additional 5% increase to base salary effective October 9, 2010.
- F. For reference purposes only, the scheduled wage increase effective July 1, 2003 as specified in the Supplemental Labor Agreement dated June 6, 2000, shall be reduced by an amount equal to fifty percent (50%) of the increase in the percentage of the employers normal cost for the 2.7% at 55 retirement plan from fiscal year 2002 to 2003 as reported in the CALPERS annual actuarial valuation. For example, if the employers normal cost for the 2.7% at 55 plan effective the date of the contract amendment is eight percent (8.0%) and on July 1, 2003 the employers normal cost increased to ten percent (10.0%), the wage increase for the period starting July 1, 2003 would be reduced by one percent (1.0%).
- G. If during the term of this Memorandum of Understanding, which shall be defined for this purpose as beginning on the date of adoption by the City Council and ending on December 31, 2015, the City of Vallejo implements an across the board salary increase with any other represented employee bargaining unit, the City will meet with the Union to negotiate implementation of an equivalent across the board salary increase, net of any concessions made in exchange for the salary increase. For example, if another bargaining unit agrees to a concession worth 2% of salary and an across the board increase of 3%, the parties will meet over implementation of a 1% raise. If another bargaining unit agrees to exchange a wage increase for an equivalent employee payment of the City's PERS contribution, that would not be deemed an across the board salary increase. This provision shall expire and will no longer be effective on December 31, 2015.

- H. Prior to June 30, 2016, the City shall conduct a total compensation study of the following classifications in the Union's bargaining unit:

Accountant  
Accounting Clerk II  
Administrative Clerk II  
Associate Civil Engineer  
Associate Planner  
Building Inspector II  
Code Enforcement Officer  
Communications Operator II  
Electrician  
Engineering Technician II  
Equipment Mechanic II  
Heavy Equipment Operator  
Housing Specialist II  
Information Services Specialist  
Public Works Maintenance Worker II  
Water Treatment Plant Operator

The City will survey the following jurisdictions for the study:

City of Antioch  
City of Benicia  
City of Berkeley  
City of Concord  
City of Fairfield  
City of Napa  
City of Pittsburg  
City of Richmond  
City of San Rafael  
City of Santa Rosa  
City of Vacaville  
City of Walnut Creek

The City will share the methodology, data and results of said study with the Union. The parties understand that the total compensation study is for informational purposes only and that any wage or benefits changes will be the subject of negotiations for a successor agreement.

- I. Base Salary Increase
1. Effective the first full pay period following January 1, 2017, unit members shall receive a base salary increase of two percent (2%) annual base salary.
  2. Effective the first full pay period following July 1, 2017, unit

members shall receive a base salary increase of two percent (2%) annual base salary.

J. One-Time Cash Payment

1. In recognition of, and to help secure the employees' speedy ratification of this MOU, the City has exercised its discretion to provide a one-time discretionary cash payment of \$3,000 for regular employees in the bargaining unit following Council approval of this MOU.
2. This one-time discretionary cash payment shall only be paid as follows:
  - a. Permanent employees who were employed in a classification assigned to the bargaining unit on June 30, 2016, and continue to be employed in a classification assigned to the bargaining unit at the time of the disbursement which is estimated to occur on the first pay period after Council approval of MOU.
  - b. Employees holding non-promotion probationary status in the bargaining unit at the time Council approves this MOU will not receive this one-time discretionary cash payment unless and until their successful completion of the original probationary period. This payment will be made in the first full pay period following successful completion of the original probationary period.
  - c. Non-promotion probationary employees who have their original probation period extended because of performance are ineligible for this one-time discretionary cash payment.
3. In addition, employees hired after Council approval of this MOU, and temporary employees regardless of hire date are expressly excluded from receiving this one-time discretionary cash payment.
4. The discretionary payment contemplated in this subsection J is meant to formalize the City's decision previously made, to the extent the Union's ratification is set to occur shortly. The parties agree that there is no enforceable contractual right to this discretionary cash payment and both the fact that payment is to be made and the amount of the payment are determined at the sole discretion of the City at or near the end of the negotiations period



and not pursuant to any prior contract, agreement, or promise causing the employee to expect such payments regularly.<sup>1</sup>

## 2.2 OVERTIME

- A. Overtime is time worked that is authorized by order of competent authority and is in excess of the regularly scheduled hours.
- B. Except in cases of emergency (as defined in Municipal Code Section 2.50.020), the City will give the employees involved reasonable notice of overtime to be worked. The City shall make good faith, diligent efforts to notify shift employees at least two (2) hours in advance of the commencement of mandatory overtime.
- C. All overtime worked, whether paid or taken in compensatory time off, shall be calculated at the rate of time-and-one-half of the employee's regular straight-time base rate of pay except as provided in Section 2.2(G). No premium payments of any kind shall be considered as part of base pay for purposes of overtime computation.
  - 1. If an employee wishes to receive compensation for overtime worked rather than compensatory time off, the City shall grant payment. Employees may request compensatory time off in lieu of pay. The decision whether to approve compensatory time off remains with the City with due regard for the wishes of the employee.
  - 2. Overtime for shift employees who work overtime their normal scheduled shift on a holiday will be calculated at twice the employee's regular straight time pay rate.
  - 3. Employees may accrue compensatory time off in accordance with the provisions of the Fair Labor Standards Act (FLSA). In the absence of application of the FLSA to local government, employees may accrue a maximum of 240 hours of compensatory time.
- D. Subject to ability to perform work, the City shall equalize overtime opportunity among the employees within the job classification.
- E. Employees who have completed a regular work shift and are called back to work shall be paid at the overtime rate and shall be paid a minimum of two (2) hours.
- F. Overtime worked, whether payment is made or time off is taken, shall be calculated to the nearest one-half (1/2) hour, with the exception that

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<sup>1</sup> 29 USCS 297(e)(3); 29 C.F.R. 778.211 (Discretionary Bonus); DOL WHD Opinion Letter FLSA 2008-12 (December 1, 2008).

employees who work one (1) to fourteen (14) minutes of overtime shall be paid for one-quarter (1/4) hour.

### **2.3 HOLIDAY PAY – SHIFT EMPLOYEES**

- A. Eleven (11) classifications shall be allowed thirteen (13) days of annual leave, or the same number of days that the other bargaining unit employees receive, in lieu of holidays. The classifications are:
  - 1. Communications Operator I;
  - 2. Communications Operator II;
  - 3. Communications Supervisor;
  - 4. Senior Treatment Plant Operator;
  - 5. Assistant Treatment Plant Operator;
  - 6. Treatment Plant Operator;
  - 7. Senior Police Assistant;
  - 8. Police Assistant;
  - 9. Police Clerk;
  - 10. Police Records Supervisor;
  - 11. Bridge Operator.
  
- B. Eight (8) holidays shall be taken as annual leave. At the employee's discretion up to five (5) days, plus any additional days which might be granted to the other bargaining unit employees, shall be paid at time and one-half, in one (1) lump sum, between December 1st and December 15th of each year, during the life of this Agreement.
  
- C. The following shall be used to prorate the amount of holiday leave that can be converted to cash for employees working less than a full calendar year:
  - 1. Hired between January and March eligible to sell back up to forty (40) hours of annual leave (100% buy-back).
  - 2. Hired between April and June eligible to sell back up to thirty (30) hours of annual leave (75% buy-back).
  - 3. Hired between July and September eligible to sell back up to twenty (20) hours of annual leave (50% buy-back).
  - 4. Hired after September 30 eligible to sell back up to ten (10) hours of annual leave (25% buy-back).

### **2.4 STAND-BY**

- A. When assigned standby duty, the employee shall be compensated one (1) hour of pay at the employee's regular base rate of pay for each eight (8) hours of standby duty. Employees assigned to standby duty for twenty-

four (24) continuous hours, shall receive one (1) additional hour of pay at the employee's regular base rate of pay.

- B. An employee who is assigned to standby duty shall:
  - 1. Keep the on-duty supervisor informed at all times where he/she may be reached by telephone; and
  - 2. Be available to report within a reasonable time in the event of a call out.
  
- C. An employee assigned to standby who fails to comply with the telephone and availability conditions shall not receive standby compensation for the standby period.

## **SECTION 3 BENEFITS**

### **3.1 RETIREMENT**

- A. The California Public Employees' Pension Reform Act ("PEPRA"), which took effect in January 2013, changes the way that California Public Employees Retirement System ("CalPERS") retirement benefits are applied, and places compensation limits on members.
  
- B. Retirement Benefit Plan
  - 1. For employees deemed to be "classic" or "legacy" members according to CalPERS, the City agrees to continue its contract with CalPERS providing the 2.7% at 55 plan, pursuant to California Government Code Section 21354.5, subject to the provisions contained herein. This group is referred to herein as "classic members."
  
  - 2. For employees deemed to be "new" members according to CalPERS, the provisions of PEPRA shall apply, and the retirement formula shall be 2% at 62. This group is referred to herein as "PEPRA" members.
  
- C. Employee Contribution Rate

The employee contribution rate is currently 9% (8% statutory employee contribution plus 1% pickup of the employer rate). Effective as soon as practicable, Employees shall pay 2.0% of PERSable compensation on behalf of the employer (i.e., the employee contribution shall be 8% and the employee contribution towards the employer share shall be 2.0%, increasing the employee contribution to 10%). Such amount shall be deducted from the employee's paycheck. The parties understand that this provision must be implemented for all non-safety personnel at the same time.

CalPERS requires a contract amendment and a separate vote of all affected employees to implement an increase in the employee contribution rate. If affected employees do not approve the additional 1% contribution, it will be made as a reduction in base wage for bargaining unit members.

- 1. All employee contributions required by CalPERS shall be made by the City by deducting the amount of the total CalPERS employee contribution from the salary of the employee. The City shall implement the provisions of section 414(h)(2) of the Internal Revenue Code ("IRC") for the employee contributions deducted from the salary of employees. This shall not be construed as a guarantee by the City of the existence or continuation of any tax

benefits arising from this section of the IRC, nor shall the City indemnify any employee against any loss that may result from any different interpretation, change or elimination of the relevant sections of the IRC.

2. The City shall exercise its best efforts to extend the provisions of section 414(h)(2) to deductions of employee compensation covering the employees' share of the CalPERS contributions.
3. The City shall continue to contract with CalPERS to include the twelve (12) highest paid consecutive months in computing retirement consistent with the California Public Employees' Retirement Law.
4. The City shall continue to contract with CalPERS to provide for conversion of unused sick leave to service credit upon an employee's retirement.
5. The City shall continue to contract with CalPERS to provide that bargaining unit members may "buy back" time served on active duty with the United State military and hourly temporary workers prior to employment with the City according to CalPERS rules and regulations on a cost-neutral basis to the City.

**D. RETIREMENT DEATH BENEFIT**

1. Upon ratification of the Addenda to the Agreement, the City shall amend its miscellaneous contract with the Public Employees' Retirement System to implement Section 21622 – Retirement Death Benefit. This benefit increases the death benefit for PERS retirees from \$500 to \$600.
2. Effective as soon as practicable after adoption by the City Council, the City shall amend its contract with PERS to include the Violent Death Benefit and the Pre-Retirement Option Settlement 2W Death Benefit as set forth in Government Code Section 21540.5.

**3.2 GROUP HEALTH INSURANCE**

- A. The City will provide to all employees and eligible dependents and to all eligible retiree-annuitants the CalPERS Health Benefits Program
1. Current Employees
    - a. Effective January 1, 2010, the City PEMHCA (Public Employees Medical and Hospital Care Act) contribution was reduced to an amount equivalent to 75% of the Kaiser North

rate for each level of participation – single, single plus one dependent and single plus two or more dependents.

- b. Effective as soon as practicable, the City shall cap its PEMHCA contribution toward medical premiums for employees and eligible dependents at the PEMHCA minimum contribution<sup>2</sup>. The City shall supplement the direct PEMHCA contribution in an amount that, together with the direct PEMHCA contribution shall not exceed 75% of the Kaiser North rate for each level of participation – single, single plus one dependent and single plus two or more dependents. This supplemental amount shall be provided to employees in a Section 125 Cafeteria/Flexible Benefits Health and Welfare Plan.
  - i. For example, if the Kaiser family rate is \$1000 per month and an employee with family coverage chooses a non-Kaiser plan costing \$1500 per month, the City will pay the PEMHCA minimum contribution of \$125 directly to PERS. The City will also pay \$625 into a Section 125 Cafeteria Plan, which the employee may use towards the payment of medical premiums or other benefits authorized under Section 125. In this scenario, the total amount the employee may apply towards medical premiums is \$750 (equal to 75% of the Kaiser premium). The employee shall be responsible for paying \$750 (the difference between the selected plan and the maximum City contribution) each month.

## 2. Retiree-Annuitants

- a. Eligible retiree-annuitants will be those retired City employees who meet the requirements of CalPERS retirement. The City shall continue to participate in the retiree-annuitant portion of the Public Employees Medical and Hospital Care Act (“PEMHCA”) as provided for in Government Code Section 22857, unless and until such time that it negotiates its withdrawal. Retiree-annuitants will continue to receive the same direct PEMHCA City contribution as active employees (i.e., the PEMHCA minimum). The City’s contribution to the flexible benefits

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<sup>2</sup> The PEMHCA minimum employer contribution for 2016 is \$125, subject to annual adjustments by PERS.

plan for active employees shall not be considered part of the City's PEMHCA contributions.

b. Alternative Retirement Health Savings Program

i For Employees Hired on or after July 1, 2014.

Employees first hired on or after July 1, 2014 shall receive retiree medical benefits in the form of an individual account with Retirement Health Savings Program ("RHSP") selected by the City. The City shall contribute monthly an amount of money into each employee's RHSP equal to one and one-half percent (1.5%) of the employee's base monthly salary. This contribution to the RHSP for all post-July 1, 2014 hires shall be retroactive to the employee's date of hire, and all accrued contributions shall be placed in the selected RHSP for each participant. Employees hired on or after July 1, 2014 shall not participate in the retiree-annuitant portion of the PEMHCA.

ii. For employees Hired Prior to July 1, 2014 – Irrevocable election and waiver.

In order to participate in the RHSP, employees hired prior to July 1, 2014 must exercise a one-time irrevocable election and waiver by October 31, 2016 (or within thirty (30) days of transfer into a classification represented by the Union), in which the employee must either (1) continue participating in the retiree-annuitant portion of the PEMHCA, or (b) receive the one-and-one-half percent (1.5%) RHSP contribution by the City, which shall be retroactive to October 1, 2015. An employee's receipt of benefits under the PEMHCA will depend on whether the City remains in PEMHCA at the time of an employee's retirement. PEMHCA benefits will be granted to a retiring employee if statutorily required. The City and the Union shall hold joint employee explanation meetings prior to October 31, 2016 in order to explain the impact of an employee irrevocable election waiver.

(A) Pre-July 1, 2014 Hires Continuing Participation in Retiree-Annuitant Portion of PEMHCA:

(1) Upon retirement the employee shall

receive the PEMHCA benefits in an amount commensurate with active employees.

- (2) Effective November 1, 2016, the amount of the PEMHCA benefits shall be the PEMHCA minimum in effect at the time of retirement.
  - (3) Upon retirement, the employee shall also receive any additional post-employment benefit amount as determined by Resolution No. 16-118 N.C. of the City Council.
- (B) Pre-July 1, 2014 Hires Choosing the 1.5% RHSP Contribution in lieu of PEMHCA:
- (1) Employees who choose to receive the one-and-one-half percent (1.5%) RHSP contribution, which shall be retroactive to October 1, 2015, in lieu of PEMHCA, shall execute a waiver form giving up any right to receive any other retiree medical contribution from the City, including but not limited to:
    - (a) Participation in the retiree-annuitant portion of the PEMHCA; and
    - (b) Any post-employment contribution by the City made directly to the employee or on the employee's behalf towards PEMHCA.
  - (2) If the City remains in PEMHCA, however, employees who chose the RHSP in lieu of PEMHCA will receive PEMHCA benefits in an amount commensurate with active employees, if statutorily required. Those employees will also have access to the amounts in their RHSP accounts which the City has funded since October 1, 2015.



- (3) Effective November 1, 2016, the amount of the PEMHCA benefits, should they be statutorily required, shall be the PEMHCA minimum in effect at the time of retirement.
3. Waiver: An employee may waive City health care coverage upon verification of coverage from another source. An employee who waives coverage shall receive \$250 per month in a cash payment.

B. Health & Welfare Committee

1. In the event that the City wants to explore leaving CalPERS medical during the term of this Agreement, a committee will be formed for the purpose of finding a suitable alternative. Representatives from all four (4) bargaining groups (CAMP, Local Union 1245, VPOA, and IAFF, Local 1186) will be invited to participate.
2. The committee will work towards consensus in all decision making. Minimum requirements from all bargaining groups will be submitted to the committee for consideration. The committee will take those minimum requirements into account when considering alternate health care insurance.
3. If unable to reach consensus on staying in/withdrawing from PEMHCA, each individual bargaining group shall have the option of taking the identified alternate choice(s) for a vote of their membership, or to stay in their current PEMHCA plan as authorized by the separate health resolutions the City has on file with CalPERS for each bargaining group.
4. If any of the bargaining groups decides to change, there will be at least one (1) portable plan for current retirees and future retirees who move, or have moved, out of state.
5. Actives and retirees will have access to the same health benefit provider(s) and the same levels of coverage.
6. If the City acquires information that changes the fiscal viability of withdrawing from PEMHCA, and the City does not have time to take the information back to the committee for review, the City has the right to make the final determination to remain in PEMHCA without meeting and conferring. The City agrees that it will not withdraw from PEMHCA without first meeting and conferring with each of the individual bargaining groups.

### **3.3 OPTICAL AND EYEGLASS PLAN**

- A. The City shall provide an optical and eyeglass plan with benefits for all employees and their dependents as follows: an eye examination, lenses, and frames will be available every twelve (12) months, with no deductible. Tinted lenses will be covered under this program at no extra cost to the employee in accordance with the benefit levels defined by the optical/eyeglass plan carrier.

### **3.4 DENTAL PLAN**

- A. The City shall continue the existing dental plan for employees and their dependents, and pay the full premium cost associated with the plan. The annual benefit maximum shall be \$2,000.
- B. The City shall provide an orthodontic plan with fifty percent (50%) coverage to a lifetime maximum of \$2,000, for employees and eligible dependents, and with eligibility criteria which covers dependent children up to the age of 23 years, who are not married, not in the military, and do not have to be students.

### **3.5 LIFE INSURANCE**

- A. The City shall provide a life insurance plan, which shall consist of the basic amount of life insurance at \$40,000 and AD&D coverage at \$40,000 effective July 1, 1998.

### **3.6 GROUP DISABILITY INCOME PROTECTION**

- A. A plan shall be established for group disability income protection which may be in the form of self-insurance or through an appropriate insurance carrier.
  - 1. The plan shall be subjected to the following major limitations:
    - a. The waiting period shall be sixty (60) calendar days from the date of injury or illness, at which time benefits shall become payable.
    - b. The amount of income protection shall be sixty percent (60%) of the employee's monthly salary at the time of disability, and shall be paid in addition to any benefits which may be payable under the Workers' Compensation Laws.
    - c. In no event shall the total benefits payable to the employee exceed one hundred percent (100%) of his or her salary at the time of disability.

- d. The City shall endeavor to insure that the employee receives payment due him or her no later than one (1) month following being put on disability, and at least monthly thereafter until the termination of such disability.
  2. All other limitations and provisions of the plan, and any other changes in the present plan, shall be as mutually agreed between the City and the Union.
  3. While an employee is covered under this group disability plan and during any waiting period under such plan, the City shall pay all premiums for health, dental, and life insurance plans not to exceed two (2) months as provided for in this agreement.
  4. If a premium is required for this plan, the City shall contribute the full monthly premium.
  5. The City shall provide counseling and assistance to any employee regarding eligibility and application for benefits available under this plan.
- B. An employee who sustains an injury on the job may file a claim for Workers' Compensation benefits. Leave shall be granted in accordance with applicable regulations for a period not to exceed ninety (90) continuous working days following the date of injury. Depending on the employee's medical condition, the employee may be required to return to work on modified duty, or may be cleared to return prior to the expiration of the ninety (90) days, or afterwards. While on this leave, the employee shall continue to receive pay and benefits, including base salary excluding differentials. The City shall also continue to pay the employer portion of the health insurance and CalPERS and all other benefits, but the employee shall not accrue sick leave or Annual Leave and the employee must continue to pay the employee portion of health benefits. Upon termination of the above stated time limits, if the employee remains disabled, the employee shall be placed directly on State Disability.
- C. An employee who has an injury sustained on the job shall have the employer's share of his/her premiums for health, dental and life insurance paid for by the City during the period of his/her disability for not more than one (1) year from the date of such injury. The employee must continue to pay the employee's share of the premiums.

### **3.7 SOCIAL SECURITY AND DEFERRED COMPENSATION**

- A. The City will continue to participate in Social Security.

- B. The City shall continue to make available to the employees the existing deferred compensation plans, but in no event less than two. The program will be funded solely by employee contributions.

### **3.8 EMPLOYEE ASSISTANCE PROGRAM**

The City will provide an Employee Assistance Program. Such a program will provide to each employee a total of five (5) visits per calendar year. Said visits may be utilized by employee dependents.

### **3.9 SPECIAL UNIFORMS AND TOOLS**

- A. All employees, except those covered by Section 3.9(B) or 3.9(C) below, who are required by the City to purchase and use special uniforms and/or special equipment shall be reimbursed for the reasonable purchase price by the City.
  - 1. The City will be responsible for the reasonable replacement cost of such uniforms and/or tools only when the need for such replacement does not arise out of the employee's negligence or carelessness.
- B. Police Assistants, Senior Police Assistants, Communications Operators, Communications Supervisors, Police Clerks, Weed Abatement Inspectors, Fire Prevention Inspector and Police Records Supervisor required to wear a uniform by the City shall be eligible to receive, as of the first full pay period ending December 27, 2014 up to \$720.00 per fiscal year for the purchase and replacement of articles of uniform apparel required by the City. This shall be reimbursed to employees bi-weekly for regulation items of uniform and personal equipment that the Police Department requires to be worn as a condition of employment.
  - 1. The uniform payment shall be increased in addition to this amount specified herein above, annually on July 1 of each year commencing on July 1, 2000, by the amount of the Consumer Price Index, U.S. Average, All Urban Consumers, Men's and Boy's Apparel, for the previous year measured to April preceding the effective date.
  - 2. Said payment is a reimbursement for costs associated with the purchase and replacement of articles of uniform apparel required by the City during the period for which payment is made.
- C. A tool allowance for the classifications described below will be established. Said tool allowance is for the purpose of purchase and replacement of hand tools and for the purpose of acquiring additional tools brought about by changes in technology. The tool allowance specified below shall be established as a voucher reimbursement system. An

employee desiring to purchase a tool shall receive a voucher from the City. The employee would then give the voucher to a tool vendor approved by the City. The vendor shall complete the voucher and then submit it to the City for payment. The maximum payment under this voucher system in any fiscal year shall be the amount of the allowance specified below.

1. The following classifications shall be eligible for said tool allowance in the amounts listed:
    - a. Equipment Mechanic II - \$-731.93 per year
    - b. Equipment Mechanic I, Utility Mechanic I/II, Electrician and Traffic and Lighting Technician I/II - \$365.96 per year
  2. The City shall be responsible for the reasonable replacement cost of stolen tools only when the need for such replacement does not arise out of the employee's negligence or carelessness.
  3. The voucher tool allowance specified above shall be increased in addition to the amount specified herein above annually on July 1 of each year commencing on July 1, 1998 by the amount of the Consumer Price Index, U.S. Average, All Urban Consumers, for the previous year measured to April preceding the effective date.
  4. Said tool voucher allowance is a reimbursement for costs incurred by employees during the period for which payment is made.
  5. Said tool voucher allowance shall be available beginning July 1 of any fiscal year.
- D. Employees shall be provided City identification cards when necessary.
- E. Employees required by the City to wear safety shoes shall be eligible to receive a reimbursement up to \$200 per fiscal year for the purchase and repair of required safety shoes which meet the ANSI specifications.

### **3.10 EDUCATIONAL REIMBURSEMENT**

- A. Upon proof of satisfactory completion, which is defined as a "C" or better or "Pass" in a pass/fail course, the City shall reimburse the employee for one hundred percent (100%) of the costs incurred in the pursuance of educational courses subject to the following limitations:
1. Reimbursable items include textbooks, materials, fees and/or tuition, which are required for the course.
  2. All expenses claimed must be accompanied by appropriate receipts.

3. Courses or subjects covered will be job-related in that they:
    - a. Directly relate to present job
    - b. Directly relate to a position to which the employee could be promoted.
  4. All courses covered and expenditures made by this Agreement must be approved in advance by the employee's department head and the Director of Human Resources.
  5. To be eligible for reimbursement the courses must be offered through an accredited college, university, community college or vocational schools.
  6. Courses that do not directly relate to the job, i.e., safety courses, management courses, etc., qualify if they are approved in writing by the department head and Director of Human Resources.
- B. Expenditures under this program shall not exceed \$10,000 per fiscal year subject to a maximum of \$800 per individual employee for the term of this Agreement; funds will be allocated on a "first come, first served" basis.
  - C. The City shall encourage career growth and provide counseling to employees. Cross training shall be encouraged. On-the-job training and appropriate experience shall be considered and applied in evaluating employees for promotion.
  - D. Dispatcher POST Training: Effective following ratification of this agreement by the Union and adoption by the City Council in accordance with the MMBA, the City will allow Communications Dispatchers to attend POST training courses that are necessary to obtain and maintain certifications and/or to perform duties that the City may require. The City will pay for required travel costs related to POST training courses as specified in the City's travel policy. The City will pay the cost of educational materials related to POST training courses by either the City purchasing materials in advance or by the employee receiving reimbursement for materials they are approved to purchase on their own.

### **3.11 STATE DISABILITY INSURANCE**

The City shall continue to participate in the California State Disability Insurance program ("SDI"). There will be no cost to the City for participation in SDI. Participation in SDI shall be through employee payroll deductions. This program is implemented by the City in accordance with the regulations set forth by the Disability Insurance Branch of the California Employment Development Department (EDD) – State Plan. Employees who suffer a loss of wages when they are unable to work due to a non-work related illness or injury, pregnancy or

childbirth, or to care for a seriously ill family member or to bond with a new child, may be eligible for SDI benefits.

A. Integration

1. In disability cases, SDI benefits and sick benefit allowances shall be paid separately, but in the event SDI payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with SDI payments is to be automatic; the Employer may not waive integration, and any employee entitled to SDI payments must apply therefor (in order that the principle of integration may be applied) before sick benefits are payable.

**3.12 EXISTING BENEFITS**

- A. Except as otherwise provided in this Agreement, all existing benefits and agreements within the scope of representation which are presently enjoyed by bargaining unit employees and which resulted by reason of Ordinance, Resolution or written Administrative Rule shall remain in full force and effect except as provided for in subsection B below.
- B. If the City wishes to change a matter within the scope of representation that is not covered by this Agreement, including any negotiable ordinance, resolution or written administrative rule, the City shall provide written notice to the Union President or designee by personal service, and shall give the Union an opportunity to request negotiations. If the Union does not respond within fifteen (15) calendar days after receipt of notice, it will be deemed to have accepted such change absent legally justifiable excuse.
- C. The Union is prepared to work with the City to create a more uniform benefits package



## **SECTION 4 COMPENSATION**

### **4.1 MEAL ALLOWANCE**

- A. Each employee who is directed to work overtime on emergency services, and who works under the following conditions shall be provided an appropriate meal at City expense:
  - 1. Works continuously two (2) hours or more immediately before or after his/her regular shift working day.
  - 2. Is called back to work outside of his/her regular shift and works continuously for four (4) hours.
  - 3. Works continuously for an additional four (4) hours after a meal in Subsections 1 or 2 above.
- B. The supervisor shall determine whether the employee will be released from the job site without loss of compensation for up to one-half (1/2) hour to eat.
- C. An employee will be reimbursed on the bi-weekly payroll for the cost of a meal at the rate as provided for in the City Administrative Rule 3.5 -Travel and Business expense.
- D. A supervisor may determine the necessity of providing a meal at the job site, during the working period. If this determination is made, a meal will be provided.
- E. An employee shall receive appropriate reimbursement for meals no later than ten (10) days after the expenditure has occurred.

### **4.2 BILINGUAL PAY**

- A. An employee certified as bilingual shall receive an additional premium of \$75 per month if he or she is certified as bilingual as follows:
  - 1. The employee has the demonstrated ability to translate Spanish, Tagalog, or American Sign Language into English and English into those other languages, both in writing and verbally, established by passing a proficiency test administered by the Department of Human Resources; and
  - 2. The employee and the Department Head certify that the employee's bilingual skills are desired by the department, and the employee



may be called upon when necessary to translate communications as required by the Department Head.

- B. The City may include or delete additional languages which qualify for bilingual pay. The Department Head shall have the discretion to increase or reduce the number of designated bilingual positions depending upon operational needs and other appropriate considerations.

#### **4.3 CLASSIFICATION STUDIES**

- A. The City shall maintain up-to-date classification specifications for all positions within the bargaining unit and every position shall be allocated to the appropriate classification. As part of the classification system, the City shall also maintain career ladders for each classification. Career ladders improve the ability of the City to manage its human resources and permit the upward mobility of employees. It should be noted that career ladders are intended to illustrate potential career paths but are not intended to indicate salary, organizational, or supervisory relationships.
- B. Classification Study
  - 1. Employees shall have the right to request a study of their current position to determine if they are properly classified.
    - a. The City shall decide whether such study will be conducted; provided, however, that the City's decision to not conduct such study shall not be arbitrary, capricious or discriminatory.
      - i. Should such study not be undertaken, the employee who filed the request and the Union will be informed in writing by the Director of Human Resources or his designee within thirty (30) days of the written request for such study as to the precise reasons for the City's decision to not undertake such study.
      - ii. Should the City undertake such study following ratification of this agreement by the Union and adoption by the City Council in accordance with the MMBA, the Director of Human Resources will direct such effort to be completed within forty-five (45) days from the date the Human Resources Department has received the required packet of information contained in the Position Description Questionnaire, which is completed by both the employee and his or her supervisor.
      - iii. Should such study be undertaken and result in no

change or a downward change in classification, the employee who filed the request will be informed as to the precise reasons therefore by the Director or his designee.

- iv. If the Union does not agree with the City's decision or with the results of such study, it may utilize the Grievance Procedure commencing at the Third Step.
  - b. When, through the reclassification procedure, an employee is moved to a classification for which the maximum rate of the range is greater than the maximum rate of the range for the classification from which the employee was moved, such employee, beginning with the start of the pay period immediately following said move, shall be advanced to the nearest pay range step in the position to which he or she was moved which will result in an increase in such employee's regular straight-time rate of pay, but not less than \$200.00 per year, and thereafter shall be governed by the pay range increments set forth for such classification.
  - c. When, through the reclassification procedure, an employee is moved to a classification for which the maximum rate of the range is less than the maximum rate of the range for the classification from which the employee was moved, such employee shall continue to be paid the regular straight-time rate of pay he or she was receiving in the classification from which the employee was moved until such time as the maximum rate of the range of the classification to which such employee was moved surpasses his or her then current rate, and thereafter shall be governed by the pay range increments set forth for such classification.
2. When a new position is established and assigned to a classification, the Union may file a request in writing with the Director for an explanation of why the new position was assigned to a particular classification. The Director or his designee shall respond in writing within thirty (30) days of receipt of the Union's request.
- a. If the Union does not agree that the classification is appropriate, it may utilize the Grievance Procedure commencing at the Third Step.
  - b. If the Union does not agree that the salary assigned by the

City to the new classification is appropriate, it may utilize the Grievance Procedure commencing at the Third Step.

3. When an existing position is substantially changed in duties and responsibilities or allocated to a new classification, the Union may file a request in writing with the Director or his designee for an explanation of the process by which, and the precise reasons for the change. The Director or his designee shall respond in writing within thirty (30) days of receipt of the Union's request.
  - a. If the Union does not agree that a position is properly classified, it may utilize the Grievance Procedure commencing at the Third Step.
4. If the duties and responsibilities of a classification have been changed substantially enough from the specifications in existence at the time this contract is signed or an award is issued to impact on the salary of that classification, and if the Union does not agree that the salary is appropriate, it may utilize the Grievance Procedure commencing at the Third Step.
  - a. If the parties cannot agree on an appropriate salary after utilizing the Grievance Procedure at the Third Step then the Union may utilize the Fourth Step of the Grievance Procedure (Arbitration) to determine the appropriate salary. The arbitrator may change an existing salary only if he/she has first determined that there has been a substantial change in duties and responsibilities and the award will be based on the increased worth of those duties and responsibilities.

Should any dispute under the above Subsections be submitted to arbitration, the arbitrator's decision must be consistent with the principles which govern classification and pay practices in public personnel administration.

#### **4.4 CROSS-TRAINING PAY**

Communications Operators I and II who are assigned by the Police Department to provide in-house training to employees in their assigned discipline shall receive \$1.50 per hour for each hour in addition to their base salary when the Operators are providing training at the direction of the Department.

#### **4.5 DIFFERENTIAL PAYS**

- A. Employees classified as Public Works Maintenance Worker I or II assigned to operate a street sweeper shall receive a five percent (5%) premium pay only for those hours the employee is actually operating and

maintaining the street sweeper. This salary differential shall not apply during periods of time that the employee is not operating and maintaining the street sweeper, including paid leave or during the use of accrued compensatory time.

- B. An employee who is assigned to apply pesticides shall receive a salary differential of five percent (5%) above the salary step currently held for all hours during which the employee actually applied pesticides. Only those employees who possess a valid Qualified Applicator Certificate from the State of California Department of Food and Agriculture, who have the requisite knowledge and experience to safely and effectively apply the pesticide shall be eligible to receive this salary differential. This salary differential shall not apply during periods of paid leave or during the use of accrued compensatory time.
- C. Class A or B License Differential
  - 1. Employees in possession of a Class A or B license who wish to operate a vehicle requiring such a license for the City shall be required to sign a volunteer agreement and shall abide by the terms of that agreement.
  - 2. Employees who are in possession of a valid California Class A or B drivers' license and who are required by the City to operate equipment requiring the possession of such license shall receive a two and one-half percent (2.5%) premium pay differential for each hour spent operating the equipment requiring the Class A or B license. The hourly overtime rate spent operating equipment requiring the possession of a Class A or B license shall be an employee's base rate of pay plus the differential.

Effective the first full pay period ending on August 7, 2015 employees in a classification designated as "A" (Maintenance Worker IA, Maintenance Worker IIA, Senior Maintenance Worker A and Equipment Operator A) will receive a two and one-half percent (2.5%) premium pay differential and will not be covered by the above paragraph.
  - 3. This subsection shall not apply to any employee in a classification requiring possession of a California Class A or B driver's license.
- D. Equipment Mechanic II classification employees holding a Certified Smog Certificate shall receive a salary differential of five percent (5%) above the salary step currently held for all hours during which the employee actually is engaged in smog checking City vehicles. This salary differential shall not apply during periods of paid leave or during the use of accrued compensatory time.

- E. The parties understand and agree that pay for Smog Certificate, Pesticide application and Street Sweeper are paid only during the time when the employee is actually performing the functions (e.g., employees who drive the Street Sweeper are paid the Street Sweeper differential only when they are assigned to operate the Street Sweeper).

#### **4.6 SHIFT DIFFERENTIAL PAY**

A swing shift differential of five percent (5%) shall be paid to each employee who works a regularly scheduled eight (8) hour shift between the hours of 4 p.m. and 12 midnight. A night shift differential of seven percent (7%) shall be paid to each employee who works a regularly scheduled eight (8) hour shift between the hours of midnight and 8 a.m.

An employee shall be eligible for shift differential pay if at least five- eights (5/8) of his/her shift is after 4 p.m. or before 8 a.m. Eligible employees shall be paid the relevant differential only for the actual number of hours worked for which the shift differential pay is authorized. The relevant shift differential shall be in addition to the employee's current base salary. Part time or temporary employees are not eligible for shift differential.

#### **4.7 COMMUNICATIONS OPERATORS DIFFERENTIAL PAY**

Communications operators who work a shift of a minimum of eight (8) hours and who are not relieved to take a lunch break, during those eight (8) hours, shall be paid an additional one-half (1/2) hour, per regularly scheduled work shift, of straight time pay in addition to their regular base salary, resulting in a total 8.5 hours of pay. This provision shall not apply if communication operators are permitted to eat at the dispatch console. This includes regularly scheduled and overtime shifts.

## **SECTION 5 LEAVES**

### **5.1 HOLIDAYS**

- A. For employees not subject to the Holiday Pay provisions of Section 2.3, the City will recognize the following thirteen (13) holidays per fiscal year (July 1- June 30) including two (2) floating holidays, shall be observed:
1. Independence Day, July 4th
  2. Labor Day, First Monday in September
  3. Columbus Day, Second Monday in October
  4. Veterans Day, November 11th
  5. Thanksgiving Day, as set by the President or Governor
  6. Friday after Thanksgiving Day
  7. Christmas Day, December 25th
  8. New Year's Day, January 1st
  9. Martin Luther King, Jr., Day, as set by the President or Governor
  10. Presidents' Day, Third Monday in February
  11. Memorial Day, Last Monday in May
  12. Two (2) Floating Holidays
- B. Administration of Holiday Observance
1. A Holiday shall be eight (8) hours. A work week, for purposes of this Section, consists of seven (7) days, in which Day One is the first regularly scheduled day of work following an employee's regularly scheduled days off, and Day Seven is the last regularly scheduled day off.
  2. If any of the above holidays falls on a Saturday, the previous Friday shall be observed. If any of the above holidays falls on a Sunday, the following Monday shall be observed. If the observed holiday falls on an employee's regular day off, the employee will be credited eight (8) hours of floating holiday.

3. The City Council may declare other holidays by ordinance or resolution. Floating holidays may be used at any time during the calendar year with supervisory approval. Supervisors shall not be arbitrary or capricious in denying an employee's request to use floating holiday leave. These floating holidays are non-cumulative and shall be used within the calendar year in which they are earned.
  
4. Whenever an employee is granted and takes a holiday leave, the number of holiday leave hours to be paid that employee will be eight (8) holiday hours. Alternative schedule employees shall have eight (8) hours of holiday credited towards any holiday they take, and if the alternative schedule employee would like to supplement those eight (8) hours to receive pay for the normally scheduled hours on their alternative schedule, (i.e., two (2) extra hours for the 4/10 employee), the employee may supplement the eight (8) holiday hours with one (1) or more Annual Leave hours from the employee's Annual Leave bank.
  
5. Any FLSA non-exempt employee who is required to work on a holiday shall be paid a premium of two (2) times his or her regular rate of pay. All holiday call backs and holdovers are subject to a minimum of two (2) hours overtime per call back or holdover. "Shift" employees as defined in Section 2.3 are excluded from this provision.

**5.2 ANNUAL LEAVE**

A. Employees shall receive Annual Leave as follows:

<u>Years of Service</u>	<u>Annual Leave</u>
0 through 4.99	Eighty (80) hours
5 through 10.99	One-Hundred and Twenty (120) hours
11 through 20.99	One-Hundred and Sixty (160) hours
21 or more	Two Hundred (200) hours

B. All employees shall begin to accrue Annual Leave from their first day of employment, and may use any earned Annual Leave after six (6) months. Employees are eligible to accumulate Annual Leave up to the amount which can be accumulated in three (3) years.

1. Effective January 1, 1996, no employee shall be allowed to accrue annual leave above the maximum allowed accumulation at any time unless one of the following exceptions is granted by the Director of Human Resource, or designate. An exception may be granted by the Director of Human Resources, or designate, in the event that an injury or illness to the employee, or the employee serving on jury



duty precludes that employee using accrued annual leave. To be considered for this exception, the Director of Human Resources must be informed of the circumstances surrounding the need to allow for the exception before an employee's vacation accumulation reaches the maximum. The employee shall be paid for any accrual in excess of the maximum determined appropriate by the Director of Human Resources at the employee's current pay rate. At a minimum, an employee shall be paid for that amount of vacation they would have accrued during the period they were precluded from using accrued annual leave.

2. Whenever an employee is granted and takes Annual Leave, the number of Annual Leave hours to be paid that employee will be based on the employee's schedule. All Annual Leave hours shall be subtracted from the employee's accumulated Annual Leave balance.
- C. All employees who resign retire, or who are terminated for any reason shall be paid their accrued Annual Leave at their regular rate of pay in effect at the time they leave employment by the City.

### **5.3 SICK LEAVE, BEREAVEMENT LEAVE, MEDICAL EXAMINATIONS, FAMILY AND MEDICAL LEAVE**

- A. All employees shall accrue twelve (12) sick leave days per year.
1. Sick leave accrual shall begin from the first day of employment, and the employees may begin to use accrued sick leave for bona fide illness or injury after the sick leave has been accrued.
  2. Whenever an employee who is assigned to a standard eight (8) hour shift, is granted and takes sick leave, the number of hours which occur during said leave based on the employee's scheduled workday shall be subtracted from the accumulated sick leave balance. An employee assigned to an alternative work schedule in excess of eight (8) hours per day and who is off sick for the entire shift shall only have eight (8) hours deducted from their sick leave balance.
- B. Separation:
1. All employees with ten (10) or more years of employment with the City shall be entitled to a lump sum payment of their accumulated sick leave in the event of resignation, death (in which case payment shall be made to the employee's designated retirement beneficiary), or layoff. Such lump sum payment shall be twenty-five percent (25%) of the accumulated sick leave.



2. Upon retirement, an eligible employee may elect to have the entire accumulated sick leave balance converted to service credit in accordance with CalPERS regulations.
- C. Each employee occupying a permanent position shall be eligible for paid Bereavement Leave up to a maximum of three (3) working days per bereavement for the death of the employee's husband, wife, parent, brother, sister, child, grandparent or grandchild or the corresponding relations by affinity, provided:
1. The employee notified the City of the purpose of his/her absence prior to the first day of such absence (except in cases where such notice cannot be provided in advance);
  2. The employee, when requested, furnishes proof satisfactory to the City of the death, and his/her relationship to the deceased.
  3. Employees may ask their department heads for additional time off work beyond the three (3) days. If approved, such time off shall either be deducted from the employee's annual leave balance, if available, or it shall be approved as leave without pay, at the discretion of the employee.
- D. Time off for doctor, dentist, or ocular appointments may be taken as sick leave if the appointment is necessary because of illness, injury, dental care or eye examination or preventative medical examinations. Not more than four ( 4) hours a day of sick leave is authorized for each appointment, except under unusual circumstances. Several such absences during a pay period may be accumulated and itemized on the same sick leave report. Employees shall endeavor to secure dental, medical or ocular appointments so as to fall on their own time, but where such is not possible, appointments shall be secured to reduce to a minimum the time away from the job.
1. Unusual circumstances may include delayed appointments caused by the medical doctor or dentist; long appointments caused by such things as a series of laboratory tests, or required out-of-town specialty medical consultations. Satisfactory proof of the need for the time in excess of four ( 4) hours may be required.
  2. Employees may use a maximum of sixteen (16) hours sick leave per year to attend doctor's appointments related to the pregnancy of their spouse. Not more than four ( 4) hours a day of sick leave is authorized for each such appointment, except under unusual circumstances.
- E. All employees will be eligible for maternity leave for childbearing or pregnancy related disability. Maternity leave shall be granted in

accordance with City policy and applicable state and Federal law. Said leave will not exceed twelve (12) weeks. Maternity leave may commence no earlier than two (2) weeks prior to the expected birth unless stipulated by a physician. Extensions may be granted upon the recommendation of competent medical authority.

1. No employee will be penalized for time off due to pregnancy or childbearing.
  2. All employees while on unpaid maternity leave will be responsible for full payment of any City paid contribution into benefits on behalf of the employee.
  3. Maternity leave must be requested in writing to the Department Head or designee.
  4. No employee will suffer a loss in seniority as it relates to Annual Leave scheduling; reassignments, layoffs, and recall during the initial twelve (12) week maternity leave period. Loss of seniority will result after twelve (12) weeks.
  5. The employee shall have the option of using accrued sick leave, annual leave, compensation leave, or leave without pay.
  6. After leave for childbearing or pregnancy related disability, the employee shall be reinstated to her original position before the leave or to a position of like status.
- F. Employees who use five (5) days or less of sick leave in a fiscal year may have the option of converting sick leave to annual leave pursuant to the following formula:

One fourth (1/4) of the remaining annual balance of sick leave, computed to the nearest one quarter (1/4) hour, may be added to annual leave; the balance will continue to be recorded as sick leave. (Example: Twelve (12) days sick leave accrued in one year, minus four (4) days used equals eight (8) days unused. One quarter (1/4) of eight (8) days equals two (2) days added to annual leave and six (6) days left as sick leave.)

#### **5.4 LEAVES OF ABSENCE**

- A. The City Manager may grant a regular employee a leave of absence, with or without pay, not to exceed one (1) year, if either or both of the following should be found:

1. The employee's occupation during the leave of absence will improve his/her proficiency in his/her City employment and his/her return is desirable and in the City's interest; and/or
  2. The employee's circumstance, including disability arising from pregnancy of the employee, is such that he or she must resign if the leave of absence is not granted and his or her performance is such that the employee's return is desired and the inconvenience of his or her absence is thereby justified.
- B. No such leave shall be granted except upon written request of the employee. Approval or denial of such leave shall be in writing.
- C. Upon expiration of a regularly approved leave of absence, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in a position of the same or substantially equivalent class as that he or she held at the time such leave was granted. Failure on the part of the employee on such leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for dismissal; provided, however, that nothing herein shall be construed as bringing within the scope of the Grievance Procedure those matters which arise under Section 803 (n) and (o) of the City Charter.
- D. Any scheduled vacation time taken during Family Medical Leave, California Family Rights Act Leave or Pregnancy Disability Leave shall be designated as part of the leave time under those laws.

## **5.5 MILITARY LEAVE**

- A. Military leave, as defined in state and federal law, shall be granted to any regular employee in accordance with state and federal law.
- B. Any employee who is granted military leave shall be paid at his or her regular rate of pay, to a maximum of thirty (30) calendar days, in any calendar year, while on such leave.

## **5.6 JURY DUTY AND COURT APPEARANCES**

- A. Employees who are required to serve on jury duty shall receive their regular straight time rate of pay, less all jury pay received, to a maximum of thirty (30) calendar days in any calendar year while on such duty. If an employee is required to serve on jury duty for more than thirty (30) calendar days, the Director of Human Resources shall make a recommendation to the City Council that the employee shall continue to receive his/her regular straight time rate of pay, less all jury pay, with the final decision to be made by the City Council. The time spent awaiting impaneling for jury service is to be considered covered time under this Subsection A.

1. Employees called for jury duty shall give the department reasonable advance notice by providing a copy of their original notice to appear. They shall thereafter receive time off for jury duty as follows:

Day Shift: Same day off  
Swing Shift: Same day off  
Graveyard: Night before off

2. The City may require written verification of jury duty service.

B. An employee who is absent from work as a result of a subpoena to appear as a witness in a criminal case (but not as the individual being prosecuted) or as a witness in a civil action related to his/her employment with the City shall receive his/her regular straight time rate of pay, less all witness fees received, during this absence from his/her regular duty hours. In order to receive his/her regular straight time rate of pay under this Subsection, an employee must demand witness fees.

1. Employees required to make court appearances during off-duty hours shall be compensated at the rate of time and one-half for all hours of such time with a minimum of four (4) hours compensation.

a. Travel time shall be included in the minimum compensation if four (4) hours or less total time is involved.

C. An employee who is absent from work due to a subpoena or other need to appear in a legal proceeding or court appearance unrelated to his/her employment with the City must use Annual Leave or compensatory leave time.

**SECTION 6  
LABOR AND EMPLOYEE RELATIONS**

**6.1 HOURS OF WORK**

- A. The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours. The work week shall consist of seven (7) consecutive 24-hour periods beginning at 12:00 a.m. on Saturday. The work day for some positions may vary from the normal schedule (e.g., ten (10) hour work days, a combination of twelve (12) hour and eight (8) hour work days, a combination of nine (9) and eight (8) hour work days).
- B. Nothing contained herein shall be construed as a guarantee of a minimum number of hours of work or pay per day or per week.
- C. For those operations scheduled for day shift operations only, the normal starting hours shall be from 7:00 a.m. to 8:30 a.m. as specified by the Department Head and shall continue for eight (8) hours of work excluding a thirty (30) minute, forty-five (45) minute, or sixty (60) minute (as specified by the Department Head) unpaid lunch period at or near the midpoint of the shift. The beginning of an employee's lunch period shall occur neither earlier nor later than sixty (60) minutes from the midpoint of said employee's shift.
- D. Except in cases of emergency, the City shall avoid temporary changes of employees' regular shift hours.
- E. Departments may initiate flexible scheduling with the approval of the department head. The Department Head may adjust or terminate such schedules when, in the sole discretion of the department head or designee, operational needs so dictate subject to the provisions of Section 6.1(J) below.
- F. In the event it becomes necessary to change the hours of work for other reasons not addressed in Section 6.1(J) of this Agreement, the City shall meet and consult with the Union.
  - 1. If agreement cannot be reached on any such change in the hours of work, the Union may process the matter directly to arbitration commencing at the Fourth Step of Section 6.5 within ten (10) regularly scheduled working days following the first day of the City's implementation of such change in work hours.

- G. No employee covered by this Agreement shall be required to work in excess of sixteen (16) consecutive hours. Employees having worked twelve (12) consecutive hours must be allowed a minimum of eight (8) hours off, at the employee's option, with no deduction from the employee's leave balances, before an additional work assignment.
  
- H. Division Heads are encouraged to identify work schedules which incorporate alternatives to the normal work day that better utilize human resources, better meet the needs of the employees and at the same time improve service levels to the public. If a Division Head and the majority of the employees in a work unit agree on a revised work schedule, the Division Head may allow the implementation of the new schedule for up to a twelve-month trial period. The Division Head may cancel the trial period at any time during the twelve-month trial period and revert back to the normal work day. If this occurs, the Division Head shall inform the employees and the union of the reasons for the cancellation of the trial period and give the employees and the union the opportunity to present alternatives that may address the problems with the alternative work schedule identified by the Division Head. If during the trial period, the new schedule is determined to be satisfactory by the Division Head, the new schedule may be continued on a year-to-year basis at the discretion of the Division Head. If the Division Head determines that the new schedule is not satisfactory, the Division Head shall inform the employees and the union of the reasons for the cancellation of the new schedule and give the employees and the union the opportunity to present alternatives that may address the problems with the alternative work schedule identified by the Division Head. No actions taken by the City under this subsection of the Agreement Section 6.1(H) shall be the subject of a grievance filed under Section 6.5 of this Agreement.

**6.2 LAYOFF NOTICE**

- A. Should it become necessary to reduce the size of the work force, the City shall provide the bargaining unit employees to be laid off a minimum of sixty (60) calendar days' notice of such layoff.

**6.3 LAYOFF DETERMINATION**

- A. The City in its sole discretion shall decide whether layoffs are necessary and what positions will be eliminated to effectuate a reduction in the work force. The City shall not be arbitrary or capricious in the exercise of this discretion. The City shall inform the employee and the Union of the reasons for a layoff, but this shall not diminish in any way the discretion that the City has under this subsection.

B. Classification Assignment

1. Employees filling positions under the provisions of Section 6.6 of the Agreement shall be assigned duties within the scope of the classification to which they are assigned.

C. Order of Layoff

1. Layoffs within the bargaining unit shall be in inverse order of seniority.

D. Voluntary Layoff

1. Upon declaration that layoffs are imminent, an employee may elect to offer to take a voluntary layoff. The City shall accept or reject such offers at its sole discretion.
2. Any employee who has elected an option under the layoff procedure may subsequently elect to take a voluntary layoff.

E. Layoff Sequence

1. Employees who are subject to layoff shall be given layoff notice pursuant to Section 6.2, and the Union shall be given simultaneous notice of all layoffs.
2. An Employee who is subject to layoff shall be given a list of known available options concurrent with the notice of layoff or as soon thereafter as possible.
3. When the City has determined that a position will be eliminated, the incumbent of the position may bump the employee with the least seniority in the same classification, or, if the City in its sole discretion elects to fill such a vacant position, the incumbent may be restored to a vacant position in any City department in the classification from which the employee is subject to layoff.
4. If the employee is still not able to retain a job, the employee subject to layoff may be placed into a vacant position in any City department in any classification in which the employee has successfully completed a probationary period, if the City in its sole discretion elects to fill such a vacant position, or the employee subject to layoff shall bump the most junior employee in the highest previously held classification in which they have successfully completed a probationary period.
5. Any employee who has options available to them as a result of receiving notice that their job will be affected as a result of layoff



shall have five (5) calendar days from date of receipt of notice to notify the City of their decision including election to take a voluntary layoff.

6. Any employee subject to layoff who elects not to exercise his or her option to “bump” under Section 6.3(E)(3) of this Agreement within the time limits provided shall be laid off.
7. No changing positions or classifications under the provisions of Section 6.3(E)(3) of the Agreement shall result in an employee being promoted to a classification with a higher pay range maximum than the classification held by the employee subject to layoff at the time of layoff.

F. Employee Qualifications

1. Any employee filling a position under the provisions of Section 6.3(E)(3) of the Agreement shall meet all requirements and qualifications of the classification and position to which they seek to fill. This includes any normal and customary testing and background investigation as a condition to filling a position.

G. Recall

1. The names of employees laid off shall be placed on a reemployment list, in rank order of seniority for each classification in which they had satisfactorily completed a probationary period.
2. An employee’s name shall remain on the reemployment list for two (2) years subject to Section 6.3(G) below.
3. Employees shall be recalled from a reemployment list in order of seniority.
4. Employees on layoff status may compete for promotional and open competitive opportunities.
5. During the first year on layoff status, the City shall notify laid off employees of all bargaining unit employment opportunities with the City through certified letter sent to the last known address of the employee. City’s receipt of the return receipt or return of an undelivered letter shall constitute proof of the City satisfying its obligation under this subsection.
6. Employees shall be notified of their recall by certified mail, a copy of which shall be sent to the Union. The employee shall have three (3) regularly scheduled working days to report for work after receipt by the union of such notice of recall. Special dispensation may be



available for employees who are not able to report for duty within the specified time limits for legitimate reasons.

7. Employees on layoff status prior to July 1, 1995 shall remain on the reemployment list for five (5) years from the original date of layoff.

#### H. Suppression

1. Section 6.3 of the Agreement supersedes all Vallejo Civil Service Commission Rules and Regulations concerning layoff and recall. Moreover, Section 6.3 of the Agreement supersedes all prior language, agreements and past practices relating to layoffs, layoff and recall sequence, and the effects of layoffs and recalls. The layoff and recall provisions herein form the parties' complete agreement on all matters related to layoff and recall. The provisions of Civil Service Rule 19.1 and Rule 20 shall not be held to apply to employees covered by this agreement in connection with any and all matters and disputes regarding abolition and reinstatement of positions, reduction in personnel, layoff, seniority, and all other matters referenced in Civil Service Rule 20.

#### I. Disputes

1. Disputes regarding layoffs and recall from layoffs shall be processed in accordance with the provisions of the Grievance procedures set forth in Section 6.5 of this Agreement.
2. Grievances regarding layoffs and recall from layoff must be filed within five (5) regularly scheduled work days of the notice of layoff. Absent mutual agreement, any and all such grievances shall be resolved (including, as necessary, issuance of the arbitrator's award) prior to the expiration of the sixty (60) calendar day layoff notice period (Section 6.2); provided, however, that the City may effect a layoff after the sixty (60) day notice period irrespective of whether the arbitration process has been completed.

#### **6.4 This Section 6.4 intentionally left blank.**

#### **6.5 GRIEVANCE PROCEDURE**

- A. The term "grievance" means any dispute with respect to the application, interpretation or enforcement of the terms of this Agreement, as well as to questions of arbitrability hereunder.

B. Procedure for Settlement of Grievances:

1. First Step-Immediate Supervisor

Any employee who believes that he or she has a grievance shall discuss such grievance with his or her immediate supervisor (designated for that purpose by the department head), with or without a Union representative, within five (5) regularly scheduled working days of the occurrence or knowledge of the event over which the employee believes he or she is aggrieved. The immediate supervisor shall orally answer the grievance within two (2) regularly scheduled working days.

In the event the grievance involves the immediate supervisor, the Department will designate someone else to hear the First Step.

2. Second Step-Department Head

- a. If the employee is dissatisfied with the immediate supervisor's answer and desires to pursue the matter, the grievance shall then be reduced to writing and submitted to the Department Head or his/her designee within ten (10) regularly scheduled working days after receipt of the immediate supervisor's oral answer.
- b. The grievance must be in writing and must:
  - i. state the facts on which it is based;
  - ii. state when the event occurred;
  - iii. specify the Section(s) of the Agreement allegedly violated;
  - iv. specify the desired resolution; and
  - v. be signed by the employee and the Union President or his/her designee.
- c. Within three (3) regularly scheduled working days following appropriate submission of the written grievance, the Department Head and/or his designee, who has authority to resolve the grievance, shall meet with the employee and a Union representative to discuss the grievance. A written answer shall be given by the Department Head or his designee to the employee and the Union representative within five (5) regularly scheduled working days after the date of this Second Step meeting.

3. Third Step-Director of Human Resources

- a. If the Union is dissatisfied with the Second Step answer and desires to pursue the matter, the Union Business Representative or his designee shall notify the Director of Human Resources in writing of its appeal within five (5) regularly scheduled working days after receipt of the Second Step answer.
- b. Within ten (10) regularly scheduled working days after receipt by the Director of the Union's notice of appeal, the grievance shall be reviewed and discussed at a meeting between the Grievance Committees of the Union and the City. Within five (5) regularly scheduled working days after the date of said meeting, a written answer shall be given by the City's Grievance Committee to the Union's Grievance Committee, with a copy to the employee.

4. Fourth Step-Selection of Neutral; Mediation Upon Mutual Agreement

- a. If the Union is dissatisfied with the Third Step answer and desires to pursue the matter to arbitration, it shall so advise the Director in writing within ten (10) regularly scheduled working days after receipt of the Third Step answer. Such notice to the Director shall specify the Section(s) of the Agreement allegedly violated and the specific reasons the Third Step answer is considered unacceptable. The mediation procedure in Fourth Step, paragraph 3 will be used only if the City and the Union agree that mediation will be effective in resolving the dispute. If the parties do not mutually agree to mediation, Step 4 of the grievance procedure will be deemed concluded upon selection of the neutral (Fourth Step, paragraph two).
- b. The Director and the Union representative shall jointly and promptly select an impartial mediator/arbitrator or arbitrator. If within five (5) regularly scheduled working days after receipt of the Union's appeal to Step 4 the parties are unable to agree on a mediator/arbitrator or arbitrator, the Director and the Union Business Representative shall send a joint letter to the State Mediation and Conciliation Service to provide a list of seven (7) qualified arbitrators. Immediately upon receipt of said list, the Director, or designee, and Union Business Representative, or designee, shall alternately strike a name from the list, and the last name remaining shall be designated as the mediator/arbitrator or arbitrator. The

order of striking shall be determined by coin toss with the winner of the toss making the second strike.

- c. The mediator/arbitrator shall meet with the parties in an effort to resolve the grievance through mediation. The mediation procedure is informal in nature. The mediator/arbitrator shall insure that the relevant facts are elicited in a narrative fashion, rather than through examination and cross-examination of witness. The rules of evidence do not apply, and no record of the proceedings is made. The grievant is required to participate fully in the proceedings, both by stating his/her views and by asking questions of the other participants in the mediation. The primary effort of the mediator/arbitrator at this step in the process is to assist the parties to settle the grievance in a mutually satisfactory fashion. Neither party shall be represented by an attorney or have an attorney present during the mediation process.

5. Fifth Step-Expedited Arbitration

If the grievance is not resolved in Step 4, or if the City and the Union do not elect to use the mediation procedures specified above, the arbitrator shall immediately set the matter for hearing within a period of not more than thirty (30) working days from the conclusion of Step 4. If the arbitrator originally selected to hear the dispute is not available to conduct the arbitration hearing within the thirty (30) working days, he or she shall set the hearing as soon as reasonably possible. The hearing shall be conducted in accordance with the following expedited procedures. The City and the Union may mutually agree to waive any of the provisions of the expedited procedure. Otherwise, the arbitrator shall apply all of such provisions in regulating the hearing.

- a. The hearing shall be informal;
- b. Neither party shall be represented at the arbitration hearing by an attorney unless written notice is given to the other party at the conclusion of Step 4. In such case, both parties may be represented by an attorney at the arbitration hearing;
- c. The parties shall present to the arbitrator a mutually agreeable written statement of the issue and of the facts. If the parties are unable to mutually agree on the issue and/or the facts, both parties shall present to the arbitrator a written statement of the issue and the facts in advance of the arbitration hearing;

- d. The arbitrator shall insure that the relevant facts are elicited in a narrative fashion rather than through examination and cross- examination of witnesses;
  - e. The formal rules of evidence shall not apply to the hearing;
  - f. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him/her by the representatives of the parties. In all respects, he/she shall assure that the hearing is a fair one;
  - g. The hearing shall normally be completed within one (1) day unless the arbitrator determines that additional time is necessary;
  - h. No briefs shall be filed or transcripts made except as requested by the arbitrator;
  - i. The arbitrator may issue a bench decision at the hearing but in any event shall render a decision within ten (10) regularly scheduled working days after conclusion of the hearing. Such decision shall be based on the record before the arbitrator and may include a brief written explanation of the basis of such conclusion;
  - j. An arbitrator who issues a bench decision shall furnish a copy of the award to the parties within two (2) regularly scheduled working days of the close of hearing;
  - k. The arbitrator shall not have any authority to add to, subtract from, change or modify any provision of this Agreement, but shall be limited solely to the application and interpretation of the express terms of the Agreement as written; and
  - l. The parties shall endeavor to exchange a witness list and documents that will be used at the arbitration hearing with each other in advance of the hearing.
- C. The time limits specified in this section may be extended or waived by mutual written agreement between the parties. Failure on the part of the Union and/or employee to meet the specified time limit(s) shall preclude further processing of the grievance. Failure on the part of the City to meet such time limit(s) shall, at the Union's option, move the grievance to the next step in the Grievance Procedure. This also includes the time limits that are set for the scheduling of mediation and arbitration sessions.
- D. The expenses and fees of the mediator/arbitrator shall be shared equally by the parties.

- E. Union representatives shall suffer no loss of pay from the regularly scheduled work for time necessarily spent investigating complaints and processing grievances under Section 6.5.
  - 1. For the purpose of Section 6.5, eligible Union representatives shall be limited to the Union President, the Executive Officer in charge of grievances, and not more than nine (9) shop stewards.
  - 2. Not more than three (3) Union representatives shall attend Joint Grievance Committee meetings, mediation sessions and hearings.
  - 3. Not more than three (3) City representatives shall attend Joint Grievance Committee meetings, mediation sessions and hearings.
- F. A grievance concerning matters directly affecting five (5) or more employees in the bargaining unit shall be filed not later than ten (10) regularly scheduled working days following the occurrence which is being grieved and shall be signed by the Chairperson of the Union Grievance Committee. Such grievance may be processed, at the Union's option, starting at the Second or Third Step of the Grievance Procedure.
- G. The Union shall promptly inform the City in writing as to the membership of the Committee of Union Representatives and any changes of its representatives.
- H. Wherever the words "regularly scheduled working days" are used in this Agreement, such words shall be defined as those days which are scheduled for work from Monday through Friday, both inclusive, excluding holidays recognized under this Agreement.
- I. This Grievance Procedure supersedes the employee grievance procedure set forth in Administrative Rule 2.3., and the said Rule shall be of no further force and effect between the parties during the term of this Agreement.

## **6.6 SENIORITY**

- A. Seniority Defined
  - 1. Seniority shall mean continuous service with the City as an employee covered by this Agreement.
  - 2. For purposes of layoff or recall, when two or more employees within the same classification have the same seniority date, order of seniority shall be determined through Civil Service final score, as listed on the Register of Eligibles for that classification. Seniority shall be in descending order of final scores, with the employee with

the highest final score being considered most senior and the employee with the lowest final score being considered least senior.

B. Adjustment in Seniority

1. Except to the extent prohibited by law, seniority shall be adjusted for any period of absence without pay from the service of the City of more than thirty (30) continuous calendar days.

C. Excluded Service

1. Seniority shall not include any time spent working with the City in a temporary or seasonal position.

D. Seniority List

1. The City shall provide the Union with a current seniority list of all bargaining unit employees as of January 1st of each year by January 15th of each year.

E. Probationary Employees

1. Probationary employees have no seniority rights until they have successfully completed their original probationary period. Upon successful completion of the original probationary period, the employee's name shall be added to the seniority list and his or her seniority date shall be the employee's date of hire into the position for which the probationary period was served.
2. The original probationary period for all employees hired on or after July 1, 1998 shall be 365 continuous calendar days (12 months). Newly hired Communications Operators I and newly hired Communications Operators II probationary period shall be 547 continuous days (18 months).

F. Annual Leave Scheduling/Shift Assignments

1. Seniority, as defined in Section 6.6 (A) above, shall be applied on a budgeted divisional basis within classification for Annual Leave scheduling. Nothing herein shall preclude a Department Head or his/her designee and the employees in that department from mutually agreeing, without prejudice or precedent, to some other formula or method of scheduling Annual Leave.
2. In the Police Department, seniority, as defined in Section 6.6 (A) above, shall be applied on a budgeted divisional basis within classification for shift selection for non-probationary employees in the following classifications: Police Clerk, Communications



Operator I, Communications Operator II, Communications Center Supervisor, Police Assistant, and Senior Police Assistant. It is understood and agreed that shifts covered by this provision only pertain to operations that are scheduled for six (6) or seven (7) days of coverage per week. Operations that are day shift operations only are not covered by this subsection (Section 6.6, F-2). Nothing herein shall preclude the Chief of Police or his/her designee and the employees covered by this subsection from agreeing, without prejudice or precedent, to some other formula or method of selecting shifts.

a. Non-probationary employees assigned to the following classifications: Communications Operator I, Communications Operator II, Communications Center Supervisor, Police Assistant, Senior Police Assistant and Police Clerks shall be entitled to select by seniority the same shift for all rotations during a single calendar year during the term of this Agreement. There shall be up to four (4) rotations per year at the discretion of the Chief of Police.

3. Where an employee covered by this Agreement is transferred from one department to another department, such employee shall not be entitled to exercise his or her seniority in regard to Annual Leave scheduling until the expiration of six (6) months after the date of initial transfer.

#### G. Loss of Seniority

1. Unless otherwise specified in this Agreement, no employee shall suffer loss of seniority unless he or she:
  - a. Is discharged; provided, however, that nothing herein shall be construed as bringing within the scope of the Grievance Procedure those matters which arise under Section 803(n) and (o) of the City Charter;
  - b. Resigns or voluntarily quits;
  - c. Is absent from work for more than two (2) years due to layoff;
  - d. Fails to return to work upon completion of an approved leave of absence; or
  - e. Fails to report for work when recalled as provided in this section.



**6.7 NO STRIKES, LOCKOUTS OR WORK STOPPAGES**

- A. There shall be no strikes, lockouts, work stoppages or disruptions of work of any kind during the life of this Agreement.

**6.8 MODIFICATIONS UPON MUTUAL CONSENT**

- A. Except as specifically provided in this Agreement, during the life of this Agreement no meet and confer sessions or collective negotiations on the matter of wages, hours or working conditions covered by this Agreement shall take place without the mutual consent of the parties.

**6.9 MEDIATION**

- A. Mediation means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours and other terms and conditions of employment between representatives of the City and the Union, through interpretation, suggestion and advice.

**SECTION 7  
MISCELLANEOUS**

**7.1 FILLING OF VACANT POSITIONS**

The City retains the sole and exclusive right to determine when and if a vacant position will be filled. Such decision shall not be subject to grievance or arbitration.

**7.2 SAFETY**

- A. It is the policy of the City to comply with all federal, state and local health and safety regulations to provide a work environment as free as practicable from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by the City or by federal, state or local law.
1. No employee shall be expected to work in the presence of any valid safety or health hazard. Should any employee believe that such conditions exist, the employee should so notify a supervisor to determine the degree of the existing hazard.
  2. It is the responsibility of management and supervisory personnel to provide suitable safety equipment, training and supervision to each employee and to address known safety hazards.
  3. Should an employee or the Union believe that any of the above provisions have been violated, the employee or the Union may enforce such provisions through the California Department of Industrial Relations.
- B. Appropriate safety equipment will be furnished and maintained by the City in a condition suitable for its purpose. Employees are to appropriately maintain City-provided personal protective safety equipment. The City will be responsible for the reasonable replacement cost of such equipment only when the need for such replacement does not arise out of the employee's negligence or carelessness.
- C. The City agrees to allow one (1) employee designated by the Union to accompany an OSHA Inspector and any other persons who may be designated by the City on any appropriate inspection tour of a City facility at which employees in this bargaining unit normally work. Time necessarily lost by the employee from his/her regularly scheduled work shall be compensated at said employee's regular straight-time rate of pay.
- D. The City and the Union shall establish a Joint Safety Committee consisting of three (3) employee representatives appointed by the Union and three (3) City representatives.

1. It shall be the right of the committee members to (a) report and discuss unsafe conditions they may observe or which may be called to their attention, including accidents; (b) assist in the development and dissemination of safety information to the employees; and (c) make recommendations with respect to the adequacy of the safety devices, safety equipment and safety practices within the City's operation.
2. The Joint Safety Committee shall have a regular monthly meeting unless there are no matters to be discussed. A report relative to the discussions at and results of such meeting shall be prepared and sent within five (5) calendar days to the City Manager. Time necessarily lost by the Joint Safety Committee members from their regularly scheduled work shall be compensated at said employees' regular straight-time rate of pay.

The Joint Safety Committee shall not file or handle grievances involving safety.

### **7.3 TRANSFERS AND ASSIGNMENTS**

#### **A. Temporary Transfers/Assignments**

1. The City shall have the right to temporarily transfer or assign employees irrespective of their seniority status from one job classification to another to cover for employees who are absent, to fill temporary vacancies, or to take care of unusual conditions or situations which may arise.
  - a. In no case shall a temporarily transferred employee suffer a loss in pay as a result of such a transfer.
  - b. When an employee is temporarily transferred or assigned to perform substantially the duties of an employee in a higher classification, such transferred employee shall receive the rate of pay applicable as if the employee were promoted to such position, for each day such work is performed. The temporarily transferred employee shall be placed on step 1 in the new higher range or placed at the next higher step which provides at least a minimum five percent (5%) increase for the employee, provided that employees serving in such positions shall not receive a rate of pay above the maximum step of the range of the position in which they are serving in an acting capacity.
2. The commencement and termination of each such temporary transfer or assignment shall be immediately reported by the

employee's supervisor on a form designated for that purpose by the Department of Human Resources. The employee involved shall promptly receive a copy of each such completed form.

3. When an employee is transferred or assigned to a position within a higher pay range, such employee shall have the right to remain in such higher-rated position as long as he or she performs satisfactorily and the need for filling such position on a temporary basis continues to exist. In no event, however, shall a temporary assignment or transfer exceed twelve (12) months. Employees who work beyond six (6) months will continue to receive "acting pay" when they are on paid leave.
4. Any employee temporarily transferred or assigned pursuant to this Section shall not acquire any permanent title or right to the position to which such employee is so transferred or assigned, but shall retain his or her seniority in the permanent classification from which such transfer or assignment was made.
5. This Section specifically supersedes and renders null and void any and all Civil Service Commission Rules and Regulations in conflict herewith, and the Civil Service Commission shall be foreclosed from dealing with such matters for positions within the bargaining unit.

#### B. Permanent Transfers/Assignments

1. Employees who wish to transfer permanently from one position in a classification to another position in the same classification shall so inform the Department of Human Resources, which shall maintain a transfer list of such employees.
2. When a vacancy occurs within the City, the Department of Human Resources shall poll the employees whose names are on the transfer list to determine who is interested in being considered for the vacancy. The Department of Human Resources shall convey the transfer list with appropriate documentation to the appropriate department for consideration; the employees may be interviewed at the discretion of the department involved.

#### C. Promotions

Upon promotion, the employee promoted shall be placed on Step 1 in the new higher salary range or placed at the salary step which is a minimum five percent (5%) salary increase for the employee, whichever is greater, not to exceed the highest salary step of the new salary range.

#### **7.4 CERTIFICATION/LICENSE FEES**

- A. Employees who are required as a condition of employment or continued employment to obtain state certification or licensing in the field in which they are employed by the City shall be reimbursed by the City for the annual cost of such certificate or license

#### **7.5 TRAINING FOR SUPERVISORY EMPLOYEES**

- A. Individuals in supervisory classifications or lead worker positions who are responsible for supervising personnel as part of their daily job duties and functions will receive training within the first year of their appointment into their supervisor/lead-worker position and may request or will be provided additional supervisory and/or leadership training on an annual basis to continue their development of supervisory/leadership skills as deemed appropriate by their Department, Human Resources, or the City Manager. This provision will take effect following ratification of this agreement by the Union and adoption by the City Council in accordance with the Government Code and the MMBA.

**SECTION 8  
TERM OF AGREEMENT**

- A. This Agreement shall become effective January 1, 2016 and shall remain in full force and effect through June 30, 2018. The parties may, by mutual consent expressed in writing, extend this Agreement for a period of time specified therein.
  
- B. Upon the giving of the notice provided above, the parties shall promptly meet, negotiate and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Should the parties fail to agree upon said requested amendments and changes, all such differences shall be submitted and determined in accordance with the applicable provisions of the City Charter and laws then in existence as described below.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**SECTION 9  
SIGNATURE PAGE**

In WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CITY OF VALLEJO:**



\_\_\_\_\_  
Daniel E. Keen, City Manager

12-20-16

\_\_\_\_\_  
Date

**FOR THE UNION:**



\_\_\_\_\_  
Tom Dalzell, Business Manager

20 December 2016

\_\_\_\_\_  
Date



\_\_\_\_\_  
Ray Thomas, Sr. Assistant  
Business Manager

12-20-2016

\_\_\_\_\_  
Date



\_\_\_\_\_  
Jennifer Gray, Business  
Representative

12/20/2016

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**



\_\_\_\_\_  
Jasmin Loi, Human  
Resources Director

12/20/16

\_\_\_\_\_  
Date

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**3/30/2017**

Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.

**ATTEST:**

  
Dawn G. Abrahamson, City Clerk

**APPROVED AS TO FORM:**

  
Claudia Quintana, City Attorney



## APPENDIX A CLASSIFICATIONS

Pursuant to Section 1 of this Agreement, employees of the City of Vallejo who now or may hereinafter occupy positions in the classifications set forth below are considered to be within the bargaining unit represented by the International Brotherhood of Electrical Workers, Local 1245, AFL-CIO. Persons employed pursuant to the “Comprehensive Employment and Training Act” are excluded from said unit.

Classification Title	Range Number	Class Code
Accountant	38	2430
Accounting Clerk I	19	1230
Accounting Clerk II	23	1235
Accounting Technician	34	2370
Administrative Clerk I	15	1200
Administrative Clerk II	19	1205
Administrative Secretary	32	1225
Advanced Water Treatment Plant Operator	52A	2335
Assistant Civil Engineer	43	2455
Assistant Engineer	41	2450
Assistant Planner	38	2405
Associate Civil Engineer	47	2465
Associate Engineer	45	2460
Associate Planner	42	2410
Bridge Operator	22	2690
Building Inspection Supervisor	49	2215
Building Inspector I	31	2200
Building Inspector II	39	2205
Building Maintenance Worker I	26	2600
Building Maintenance Worker II	30	2605
Building Permit Technician I	31	2206
Building Permit Technician II	34	2207

<b>Classification Title</b>	<b>Range Number</b>	<b>Class Code</b>
Building Plans Examiner	46	2490
Building Maintenance Supervisor	37	2610
Cashier Clerk	15	1258
Code Enforcement Officer	35	2305
Code Enforcement Technician	31	2310
Communications Center Assistant	35	2260
Communications Operator I	23	2245
Communications Operator II	31	2250
Communications Supervisor	37	2255
Community Development Analyst I	38	2415
Community Development Analyst II	42	2420
Computer Operations Specialist	26	2365
Computer System Administrator	40	2485
Construction Inspector	37	2285
Crime Analyst	41	2495
Customer Service Representative	23	1260
Drafting Technician	30	2265
Electrician	36	2640
Engineering Technician I	32	2270
Engineering Technician II	39	2275
Equipment Maintenance Supervisor	39	2670
Equipment Mechanic I	29	2660
Equipment Mechanic II	33	2665
Executive Secretary	30	1220
Fire Prevention Inspector (Non-Safety)	39	2318
Heavy Equipment Operator	31	2635

<b>Classification Title</b>	<b>Range Number</b>	<b>Class Code</b>
Housing Accounting Specialist	26	1240
Housing Specialist I	24	2224
Housing Specialist II	28	2225
Housing Specialist Supervisor	39	2237
Information Services Specialist	40	2368
Information Systems Technician I	30	2366
Information Systems Technician II	34	2367
Instrument Technician I	34	2641
Instrument Technician II	38	2644
Laboratory Analyst I	31	2345
Laboratory Analyst II	33	2355
Landscape Inspector	37	2295
Landscape Supervisor	37	1640
Maintenance Planner	37	1620
Marina Maintenance Attendant	23	1645
Marina Office Attendant	23	1300
Marina Supervisor	37	1655
Meter Mechanic	28	2651
Meter Reader	25	1245
Office Services Supervisor	33	1280
Parts Specialist	25	2655
Pipe Mechanic I	27	2615
Pipe Mechanic II	30	2620
Planning Technician	31	2403
Police Assistant	31	2000
Police Clerk	22	1290

<b>Classification Title</b>	<b>Range Number</b>	<b>Class Code</b>
Police Clerk Supervisor	28	1296
Police Records Supervisor	31	1295
Programmer Analyst I	36	2435
Programmer Analyst II	40	2440
Public Works Maintenance Worker I	22	1600
Public Works Maintenance Worker I- Class A	23	1630
Public Works Maintenance Worker II	26	1605
Public Works Maintenance Worker II-Class A	27	1635
Public Works Supervisor	37	1625
Records Coordinator	23	1275
Rehabilitation Loan Officer	39	2240
Reservoir Keeper I	27	1660
Reservoir Keeper II	31	1661
Resource Management Specialist	40	2400
Revenue Collection Technician	31	1268
Secretary	24	1215
Senior Accountant	44	2483
Sr. Administrative Clerk	22	1210
Sr. Building Inspector	43	2213
Sr. Civil Engineer	51	2470
Sr. Code Enforcement Officer	46	2315
Sr. Community Development Analyst	48	2425
Sr. Construction Inspector	41	2290
Sr. Customer Service Representative	27	1265
Sr. Engineering Technician	43	2280
Sr. Equipment Mechanic	36	2666

<b>Classification Title</b>	<b>Range Number</b>	<b>Class Code</b>
Sr. Housing Specialist	32	2230
Sr. Instrument Technician	43	2645
Sr. Landscape Inspector	41	2300
Sr. Marina Maintenance Attendant	28	1650
Sr. Meter Mechanic	33	2652
Sr. Meter Reader	29	1250
Sr. Pipe Mechanic	34	2625
Sr. Police Assistant	35	2005
Sr. Public Works Maintenance Worker	30	1610
Sr. Utility Mechanic	41	2654
Traffic & Lighting Technician I	32	2642
Traffic & Lighting Technician II	36	2643
Tree Maintenance Worker	30	1615
Utility Field Representative	29	1255
Utility Mechanic I	32	2650
Utility Mechanic II	36	2653
Utility Supervisor	37	2630
Warehouse Specialist	26	1305
Warehouse Supervisor	32	1310
Water Quality Analyst	39	2500
Water Treatment Plant Operator	50A	2330
Water Treatment Plant Operator Trainee I	27	2320
Water Treatment Plant Operator Trainee II	31	2325
Water Treatment Plant Supervisor	56A	2340
Water Treatment Regulatory Compliance Officer	56A	2341