

MEMORANDUM OF UNDERSTANDING

Between

**THE DESIGNATED REPRESENTATIVES OF THE
CITY OF REDDING**

and

**THE DESIGNATED REPRESENTATIVES OF
LOCAL UNION 1245
of
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL-CIO**

ELECTRIC DEPARTMENT



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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 7th day of October, 1987, by and between the designated representatives of the CITY OF REDDING (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the City, and the designated representatives of LOCAL UNION 1245 of INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the American Federation of Labor - Congress of Industrial Organizations (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Union,

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, Union and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City,

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1: PREAMBLE

1.1 The parties acknowledge the provisions of Chapter 10 (Section 3500, et seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.2 It is the policy of the City and Union not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color or national origin.

1.3 The City is engaged in rendering services to the public, and the City and Union recognize their mutual obligation for the continuous rendition and availability of such services. It is further recognized by both the City and the Union that City owned power generation facilities shall be kept in an operational ready condition at all times and to that end the City and the Union will actively strive to maintain the highest level of commitment for the continuous rendition of service to ensure such generation facilities are immediately ready and available for operation.

1.4 The duties performed by employees of City as part of their employment pertain to and are essential to the operation of a municipality and the welfare of the public dependent thereon. During the term of this Memorandum of Understanding employees shall not partially or totally abstain from the performance of their duties for City during regular work hours or on an overtime basis. Union shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities and City shall not cause any lockout. Those employees who do individually or collectively partially or totally abstain from the performance of

their duties for City during regular work hours or on an overtime basis shall be subject to disciplinary action up to and including discharge from employment.

1.5 City employees shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of City and its service to the public, and shall cooperate in promoting and advancing the welfare of City and in preserving the continuity of its service to the public at all times.

1.6 City and Union shall cooperate in promoting harmony and efficiency among City employees.

1.7 The management of the City and its business and the direction of its working forces are vested exclusively in City, and this includes, but is not limited to, the following: to direct and supervise the work of its employees, to hire, promote, demote, transfer, suspend, and discipline or discharge employees for just cause; to plan, direct, and control operations; to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improved methods or facilities, provided, however, that all of the foregoing shall be subject to the provisions of this Memorandum of Understanding.

1.8 If the City of Redding transfers legal ownership of the City's Electric Utility facilities to another entity during the term of this Memorandum of Understanding, all terms and conditions of employment shall remain in full force and effect upon any City of Redding employees employed at the time of the transfer.

ARTICLE 2: RECOGNITION

2.1 The City recognizes the Union as the "Exclusive Representative" of all employees of the Electric Department of the City who hold a classification listed on Exhibit "A" of this Memorandum of Understanding. The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the City of Redding for whom Local Union 1245 is the established exclusive representative.

2.2 Official representatives of Union will be permitted access to City property to confer with City employees on matters of employer-employee relations but such representatives shall not interfere with work in progress without agreement of Management.

2.3 The City will provide the Union adequate bulletin board space for the purpose of posting thereon matters relating to official Union business.

2.4 The City will not interfere with, intimidate, restrain, coerce or discriminate against any employee because of the employee's membership in Union or the employee's activity on behalf of Union.

2.5 Any employee, at the employee's request, shall be permitted representation by a Union representative. The foregoing shall apply to reprimands, disciplinary actions, investigations, interviews for promotion and hearings, providing there is no unreasonable delay in obtaining representation.

2.6 Joint Shop Steward-Management meetings shall be held at least two (2) times a year in February and August, or more often as agreed upon by Union and Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter; provided, the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. Those in attendance shall consist of Union's Business Representative and Shop Stewards and the City's Labor Relations Representative and such other management personnel as determined by the City's Labor Relations Representative. The meetings shall be summarized in written minutes. Except that the provisions of this Section shall be observed, the meetings shall be self-organizing.

2.7 Whenever any employee is absent from work as a result of a formal request by the Union's Business Manager and is engaged in official Union business, the City shall pay for all regular time lost and shall be reimbursed therefor by the Union at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

ARTICLE 3: UNION SECURITY

3.1(a) Every employee covered by this Memorandum of Understanding shall, as a condition of employment: (1) become a member of the Union and maintain the employee's membership in the Union in good standing in accordance with its Constitution and Bylaws; or (2) in the alternative, an employee must tender a registration fee to the Union equal to the initiation fee required of Union members, and shall tender, monthly, an agency fee in an amount equal to the amount of the monthly dues and per capita fees required of BA members in the employee's base wage rate; except that:

3.1(b) Any employee appointed to any classification out of the bargaining unit covered by this Memorandum of Understanding may withdraw from membership in Union and the employee's obligation to pay an agency fee shall be suspended for the duration of such period as the individual is working for City in a job classification not covered by this Memorandum of Understanding.

3.2 Any employee who is or who becomes a member of Union shall, as a condition of employment, maintain the employee's membership in Union in good standing in accordance with its Constitution and Bylaws.

3.3 The City shall deduct from their wages the regular membership dues of employees who are members of the Union or agency fees of other employees provided for in 3.1(a) not exempted by the provisions of 3.1(b), and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

3.4 Deductions shall be made from the second payroll period of each month and a check for the total deductions shall be submitted to the Financial Secretary of Local Union 1245, IBEW, P.O. Box 2547, Vacaville, California 95696-9908 within five (5) working days of the date the dues or agency fees are withheld from the employee's check or by Electronic Fund Transfer to a bank

designated by IBEW Union Business Representative. The City shall notify Union each month at the time of the dues or agency fees transmittal to Union of any changes since the previous dues or agency fees transmittal and the reasons therefor. **(Amended 9/20/11)**

3.5 The form of check-off authorization shall be approved by both the City and the Union.

3.6 Upon written request from the Union, the City shall, within twenty-one (21) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.

3.7 The City shall provide all new employees with Union membership application forms, payroll deduction authorization forms, and a copy of this Memorandum of Understanding before the end of the first pay period. Such materials will be furnished to the City by the Union.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Any grievance, which may arise between Union, or any of its members, and the City, with respect to the interpretation or application of any of the terms of this Memorandum of Understanding, and with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual employee, shall be determined by the provisions of this Article, except that such matters as are included in the definition of impasse as set forth in Resolution No. 2002-170 are not a grievance. Probationary employees shall not be entitled to invoke Article 4, Grievance Procedure, with regard to matters of discharge or demotion. This shall not, however, prevent a probationary employee from exercising any other rights under this Memorandum of Understanding. Work day as used in this Article shall mean any day when City Hall is open to serve the public. **(Amended 9/20/11)**

4.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the Shop Steward and the immediate supervisor directly involved who will answer within ten (10) work days. This step shall be started within thirty (30) work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance. This step may be taken during the working hours of the Shop Steward.

4.3 Step Two: If a grievance is not resolved in the initial step, the second step shall be a written presentation of the grievance to the Power Plant Manager or Electric Program Supervisor and a discussion between the Shop Steward and the Power Plant Manager or Electric Program Supervisor, as applicable who shall answer in writing within ten (10) work days. This step shall be taken within ten (10) work days of the date of the answer in Step One.

4.4 Step Three: If a grievance is not resolved in the second step, the third step shall be a written presentation of the grievance to the Division Head and a discussion between the Shop Steward and the Division Head, who shall answer in writing within ten (10) work days. This step shall be taken within ten (10) work days of the date of the Power Plant Manager or Electric Program Supervisor's answer as applicable in Step Two.

4.5 Step Four: If a grievance is not resolved in the third step, the fourth step shall be a written presentation of the grievance to the Department Director and a discussion between the Shop Steward and the Department Director, who shall answer in writing within ten (10) work days. This step shall be taken within ten (10) work days of the date of the Division Head's answer in Step Three.

4.6 Step Five: If a grievance is not resolved in the in fourth step, the fifth step shall be a written presentation of the grievance to the City's Labor Relations Representative and a discussion between the Union's Business Representative, and the City's Labor Relations Representative who shall conduct an investigation and attempt to resolve the grievance. If no resolution of the grievance is achieved, the City's Labor Relations Representative shall provide the Union's Business Representative with the City's answer, in writing, to the grievance. This step shall be taken within ten (10) work days of the date of the Department Director's answer in Step Four.

4.7 Step Six: If a grievance is not resolved in the fifth step, the sixth step shall be the presentation of the grievance, in writing, by the Union's Business Representative to the City Manager, or designee, who shall answer, in writing, within ten (10) work days. The sixth step shall be taken within ten (10) work days of the date of the answer in Step Five.

4.8(a) Step Seven: If a grievance is not resolved in the sixth step, the seventh step shall be referral by either the City, or the Union, to arbitration. The seventh step shall be taken within twenty (20) work days of the date of the answer in Step Six.

4.8(b) An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the City and Union. In the event that the City and Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons for arbitrator. The City and the Union each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator and the arbitrator's compensation and expenses shall be borne equally by the City and Union. The City and Union shall pay the compensation and expenses of their respective appointees and witnesses. At Union's request the City shall release employees from duty to participate in arbitration proceedings.

4.8(c) The arbitrator shall hold such hearings and shall consider such evidence as appears necessary and proper. The first hearing should be held within ninety (90) days of the date of referral to arbitration. Following the hearings and prior to the arbitrator's final decision, the arbitrator shall submit a proposed decision to the parties for their review and the opportunity to submit additional information prior to the arbitrator's decision becoming final and binding on the parties. Any additional information submitted by either party shall be submitted to the arbitrator and the other party. Thereafter, the decision of the arbitrator shall be final and binding on City and Union and the aggrieved employee, if any, provided that such decision does not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

4.9 Failure by the Union to meet any of the aforementioned time limits as set forth in Section 4.2, 4.3, 4.4, 4.5, 4.6, 4.7 or 4.8(a) will result in forfeiture. Failure by the City to meet any

of the aforementioned time limits as set forth in Sections 4.2, 4.3, 4.4, 4.5, or 4.7, will allow the Union to go forward with the grievance to the next step of the established procedures, except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum of Understanding, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

4.10 Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the City and to have such grievance adjusted without the intervention of Union, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding and provided, further, that Union's Business Representative shall be given an opportunity to be present at such adjustment. Grievances settled by individual employees without representation by Union officials shall not bind either party to an interpretation of this Memorandum of Understanding, nor shall such settlements be cited by either party as evidence in the proposed settlement of subsequent grievances.

ARTICLE 5: SAFETY

5.1 The City Council desires to maintain a safe place of employment for City employees and to that end, City Management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.2 Regular "tailgate" meetings will be held on all jobs to plan the job and emphasize safety in their performance.

5.3 Regular safety meetings will be held at least every other month for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable State Safety Orders and for training in first aid. The City will notify the Union of the date, time and place of such meetings, in order that the Union's Business Representatives may attend and participate.

5.4 In the event of an accident, resulting in serious injury or death of an employee of the City, the City will notify the Union immediately in order that the Union's Business Representative may conduct an investigation of the accident.

5.5 The City agrees to implement a Safety Awards Program for Electric Distribution employees similar to the program in place at the Power Plant. **(Amended 9/20/11)**

ARTICLE 6: DISABILITY AND UNEMPLOYMENT

6.1(a) Supplemental Benefits for Industrial Injury: Whenever any Regular employee, who has completed their initial probationary period, and who is a member of the Public Employees' Retirement System is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of the employee's duties, which comes within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code, the employee shall become entitled to compensation at the rate of eighty-five percent (85%) of the employee's regular salary,

in lieu of temporary disability payments, if any, which would be payable under the State Labor Code, for the period of such disability but not exceeding six (6) months, or until such earlier date as the employee is retired on permanent disability pension. At the conclusion of six (6) months of receipt of supplemental benefits at the rate of eighty-five percent (85%) of regular salary, any Regular employee who is still unable to return to work and is still receiving temporary disability indemnity payments shall become entitled to receive supplemental benefits at the rate of seventy percent (70%) of the employee's regular salary for the period of such disability but not exceeding six (6) months or until such earlier date as the employee is retired on permanent disability pension through the Public Employees' Retirement System. In consideration of this benefit, the Regular employee shall pay over to the City any temporary or permanent disability compensation received, whether from Workers' Compensation, employee group health and welfare insurance benefits or unemployment compensation benefits provided for under State law, and shall affirmatively assist the City in obtaining any such benefits to which the employee may be entitled but has not yet received arising out of such disability, but such payment from the employee to the City from such sources shall not exceed in amount the supplemental benefits paid to the employee by the City in accordance with the provisions of this paragraph. Whenever any employee is released for light duty work and such employee declines such light duty employment, the employee will thereby waive any and all rights to supplemental benefits for industrial injury as set forth above. Whenever there is reason to suspect any employee of abusing the employee's rights to workers' compensation benefits, the parties shall cooperate in controlling such employee abuse. **(Amended 9/20/11)**

6.1(b) An employee who is absent by reason of industrial disability may be returned to work by the City and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by City. Such employee shall be compensated at the then current rate of pay of the employee's regular classification while engaged in such temporary duties. The City may require an employee being considered for return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by City for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee, or to the employee's fellow employees, or to the employee's own permanent health.

6.1(c) If a third party is found to be responsible for the employee's industrial injury and the employee recovers a judgment in damages from said third party, then all supplemental benefits received as provided for in Section 6.1(a) not already repaid from the other sources mentioned in Section 6.1(a) shall be repaid to the City by the employee.

6.1(d) Vacation and sick leave shall be accrued while a Regular employee is absent from work as a result of a job related disability and receiving the supplemental benefits to Workers' Compensation temporary disability compensation as set forth in 6.1(a) for the period of such disability, but not exceeding one (1) year. All Regular employees who are receiving Workers' Compensation temporary disability benefits shall receive group insurance coverage during the period in which they are receiving temporary disability compensation for up to a maximum of a cumulative total of three (3) years, provided the employee pays his or her normal share of the group health and welfare insurance coverage program premium. Holidays which occur during the period for which an employee is receiving temporary disability compensation shall not be

recognized by such employee for compensation purposes. If the employee is approved to return to work both by the employee's and the City's medical doctor, but the employee is physically unable to return to the previously held position, the City will work with the employee and the Union in an effort to place the employee in vacant position within the City for which the employee is qualified and physically able to perform. **(Amended 9/20/11)**

ARTICLE 7: EMPLOYEE STATUS

7.1 Employees will be designated as Regular, or Full-Time Temporary depending upon the purpose for which they are hired and their length of continuous service with the City.

7.2 A Regular employee (Status 3) is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A Regular employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of similar nature, as the employee becomes eligible. Regular employees shall serve a probationary period of one (1) year upon initial appointment to Regular status. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive work days. Employees serving their initial probationary period shall not be eligible for leave of absence, supplemental benefits for industrial injury, nor be given preferential consideration for promotion or transfer. **(Amended 9/20/11)**

7.3 A Full-Time Temporary employee (Status 7) is defined as an employee hired for occasional or seasonal work for a period not to exceed one thousand (1,000) hours in a fiscal year. A Full-Time Temporary employee shall receive not less than the minimum rate for the job but shall not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage, retirement plan participation or items of a similar nature, nor shall the employee accrue seniority, or promotion and transfer rights, or leave of absence rights. If a Full-Time Temporary employee is reclassified to Regular status without a break in service, the employee shall maintain continuous service from the employee's date of hire as a Full-Time Temporary for seniority, vacation and sick leave accrual purposes only. **(Amended 9/20/11)**

ARTICLE 8: WAGES AND CLASSIFICATIONS

8.1 Employees shall be paid the wage established for their classification. Employees shall be paid a wage rate based upon their work performance. Upon initial appointment to a classification an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate if circumstances justify it. When an employee is appointed to a classification which has a wage range overlapping the wage range of the employee's previous classification, the employee shall be paid at the wage rate of the classification to which the employee is being appointed, which is the next higher to his present wage rate, but not more than the top wage rate of the classification to which the employee is appointed. Notwithstanding the following requirements relative to a period of employment at a salary step, the Department Director may recommend a salary step increase at an earlier or later time. Step increases require City Manager approval and may be granted as follows. After twenty-six (26) full pay periods of employment at salary step 4, and with satisfactory or above work

performance during the full time period, an employee shall be advanced to salary step 5. A full pay period as used in 8.1 is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours.

8.2 Wages shall be paid at bi-weekly intervals on Thursdays after 12:00 noon for a pay period ending no earlier than the preceding Saturday. If a pay day falls on a holiday, payments shall be made on the preceding workday. Employees hired after April 7, 2010, must make arrangements to have their pay deposited to a bank account via electronic transfer. **(Amended 9/20/11)**

8.3 When an employee is temporarily assigned for a minimum of one-half (½) hour accumulated during any workday to work in a classification higher than the employee's regular classification, the employee shall be paid at the rate established for the higher classification, with a minimum of two (2) hours and time computed to the nearest quarter hour, except when the work is performed outside of the regular work hours and the duration is less than two (2) hours. When an employee is temporarily assigned to work in a higher classification which has a wage range overlapping the wage range of the employee's regular classification, the employee shall be paid at the wage rate of the classification to which he is temporarily assigned, which is next higher to the employee's present wage rate, but not more than the top wage rate of the temporary classification. The temporary upgrade wage rate will also apply to any meal time or travel time that occurs while the employee is temporarily reassigned. **(Amended 9/20/11)**

8.4 When an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced. Notwithstanding the foregoing however, whenever any employee requests to be temporarily assigned to perform the duties of a lower paying classification pursuant to Section 11.5 of Article 11, Promotion and Transfer, such employee's wage rate shall be reduced to the wage rate of the lower paying classification.

8.5 For purposes of wage rate progression in a temporary classification, the time worked by an employee in other than the employee's regular classification shall also be accrued in such temporary classification.

8.6 Shift differential shall be paid to those employees performing Power Plant Operations work and to the Troubleman classification when their regularly scheduled work shift represents one-half (½) or more of the following time periods and at the rate specified as follows:

TIME PERIOD	SHIFT DIFFERENTIAL
4:00 P.M. TO 12:00 midnight	3.5%
12:00 midnight to 8:00 a.m.	5%

Shift differential for the Troubleman classification will be paid only on regular hours worked (i.e. not on paid leave, for overtime work, travel time, meal or rest period). Shift differential will be paid on regular hours worked to the employee who actually works the evening or early morning schedule on any particular day. **(Amended 9/20/11)**

8.7 Attached hereto and made a part hereof are: Exhibit “A-1” through “A-3”, all of which are titled “Schedule of Wage Rates.” (Amended 9/20/11)

8.8 Attached hereto and made a part hereof is Exhibit “B”, titled “Job Definitions”.

ARTICLE 9: HOURS AND OVERTIME

9.1 All Regular employees will receive full-time employment for each workweek employed, provided they report for duty and are capable of performing their work. This is not to be interpreted that the City does not retain the right to lay off or release employees on account of lack of work or other valid reason at the end of the workweek.

9.2 Each employee shall report for work at the employee’s regularly established headquarters and shall return thereto at the conclusion of the day’s work and the time spent in traveling between such headquarters and the job site shall be considered as time worked.

9.3 A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and, except as otherwise provided herein, a basic workweek is defined to consist of five (5) consecutive workdays of eight (8) hours each, Monday through Friday. The regular work hours shall be 7:00 a.m. to 11:00 a.m. and 11:30 a.m. to 3:30 p.m. , provided however that those employees who are required to consume their lunch at a location other than the City’s Corporation Yard, shall not be required to take a lunch period in excess of one-half (½) hour’s duration. Notwithstanding the foregoing, the regular lunch period may be advanced or delayed up to one (1) hour without the payment of overtime compensation. The City shall provide the means of transportation and pay for time required to transport employees for the purpose of consuming their lunch only when adverse weather conditions exist at the job site. Whenever it becomes necessary for any employee to attend first-aid meetings, safety meetings, or formal training sessions, such employee’s work hours and/or work days may be changed only for the duration of such requirements in order to allow the employee to attend. Any such work schedule change shall not be construed as meeting any of the definitions of Section 9.6, nor require payment pursuant to Section 9.7.

9.4(a) Notwithstanding the provisions of 9.1 and 9.3, employees engaged in service work and Redding Power Plant Maintenance Mechanics and Instrument and Electrical Technicians may be assigned to any hours and/or days of work, providing the schedule is regularly established to be of not less than four (4) weeks duration.

9.4(b) Notwithstanding the provisions of 9.1 and 9.3, Power Plant Operators, Power Plant Equipment Operators, Power Plant Utility Workers, and Power Plant Warehouse Workers’ work may be assigned to any hours and/or days of work, providing the schedule is regularly established to be of not less than one (1) week duration. Power Plant Relief Operators’ work may be assigned to any hours and/or days of work.

9.4(c) Notwithstanding the provisions of 9.3, employees classified as Utility Worker or engaged in equipment maintenance or warehouse duties may be assigned to work a shift which begins as early as 5:00 a.m. or ends as late as 12:00 midnight.

9.4(d) Pursuant to letter dated June 13, 1995, notwithstanding the provisions of 9.1 and 9.3, employees classified as Power Plant Operator and Power Plant Equipment Operator may be assigned to work a schedule commonly known as a “seventy-six and eight.” Such schedule may from time to time be modified in accordance with the provisions of this Memorandum of Understanding. Notwithstanding 9.4(b), the Power Plant Relief Operator may be assigned to different work days upon seventy-two (72) hours notice and may be assigned to different shift start and stop times upon twenty-four (24) hours notice.

9.4 (e) Any work shift other than as in 9.3 established as provided in 9.4(a), 9.4(b), or 9.4(c) shall consist of eight (8), ten (10), or twelve (12) consecutive hours as applicable, with a meal taken near the middle of the shift, providing the work shift begins prior to 6:00 a.m. or later than 12:00 noon. The work shift starting time shall not vary by more than two (2) hours throughout the basic workweek. Establishment of hours and days of work other than as in 9.3 shall be limited to the needs of the service.

9.5 Notwithstanding anything contained herein, any schedule of days and/or hours of work may be established by mutual agreement between the employee, the Union, and the City’s Labor Relations Representative.

9.6 Overtime is defined as (a) time worked in excess of forty (40) hours in a workweek, (b) time worked in excess of eight (8), ten (10), or twelve (12) hours as applicable on a scheduled workday, (c) time worked on a non-workday, (d) time worked outside of regular hours on a workday, and (e) time worked on a holiday. Overtime shall be computed to the nearest one-quarter (1/4) hour. For those employees who work a “seventy-six and eight” schedule, paid time off will count toward the calculation of overtime, but only during the week which includes forty-eight (48) regularly scheduled hours, and only when the employee works the hours paid as overtime.

9.7 Except as otherwise provided in this section, overtime compensation shall be paid at a rate equivalent to one and one-half (1-1/2) times the regular rate of pay. Whenever any employee performs overtime work beginning on a regularly scheduled workday, the overtime compensation rate shall be double the employee’s regular hourly pay rate after the employee has worked four (4) consecutive overtime work hours at the time-and-one-half pay rate. Whenever such employee performs overtime work beginning on a non-workday, the overtime pay rate shall be increased to double the employee’s hourly pay rate after the employee has worked twelve (12) overtime work hours at the time-and-one-half pay rate during that work period. Overtime pay at double the employee’s regular pay rate shall continue until the employee is released from duty or the beginning of the employee’s regular work hours, whichever occurs first. Whenever any employee is called back to perform overtime work outside of the employee’s regularly scheduled work hours, the employee shall be paid at a rate equivalent to two (2) times the employee’s regular rate of pay. Whenever any employee performs overtime work in conjunction with providing reimbursable mutual aid to another agency, the employee shall be compensated at a rate equivalent to two (2) times the employee’s regular rate of pay. Notwithstanding the foregoing provisions on

compensation for overtime work, an employee may at the employee's option, providing it is legally permissible and has City approval, elect to receive time off with pay at the same rate of time off for each overtime hour worked as the employee's compensation rate would have been. Effective September 18, 2011, compensatory time off accrual shall be limited to one hundred sixty (160) hours per fiscal year and subject to a maximum accumulation of one hundred sixty (160) hours. Effective July 1, 2000, for one time only, the employee shall have the option of having all accrued compensatory time off exceeding one hundred sixty (160) hours paid off on their next regular paycheck. Compensatory time off with pay shall be scheduled in the same manner as vacations are normally scheduled. **(Amended 9/20/11)**

9.8 Pursuant to letter dated June 13, 1995, notwithstanding the provisions of 9.6 and 9.7, for those employees who work a "seventy-six and eight" schedule, overtime compensation during regularly scheduled hours, including briefing time up to one-quarter (1/4) hour, shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

9.9 If an employee performs overtime work immediately following the end of the employee's regular shift no travel time shall be paid. Employees who are required to report for work on their non-workdays, or on holidays they are entitled to have off, or outside of their regular hours on workdays, or returning to work from a rest period, shall be paid overtime compensation for the actual time worked, including one-half (1/2) hour travel time each way, but in no event for less than two (2) hours compensation each time an employee is required back to work except in the instance where the work continues into regular work hours. If an employee who is called out for such work outside of the employee's regular hours on a workday continues to work into the employee's regular hours, the employee shall be paid overtime compensation only for the actual time worked and travel time one way. Notwithstanding the above, the Power Plant Relief Operator is not subject to this language when appropriate notice as defined in 9.4(d) is provided. **(Amended 9/20/11)**

9.10 Overtime shall be distributed as equally as is practicable among those employees who are qualified and available, and the City shall not require employees who have worked overtime to take equivalent time off during a workday without pay.

9.11 Notwithstanding the provisions of 9.3, the City's Labor Relations Representative and the Union's Business Representative may agree to a workweek or work hours other than as defined in 9.3 during the term of this Memorandum of Understanding.

9.12(a) If an employee has worked for eight (8) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of the employee's regular work hours on a workday the employee shall be entitled to a rest period of eight (8) consecutive hours on the completion of such overtime work.

9.12(b) There shall be included as part of the eight (8) hours worked at the overtime rate in such sixteen (16) hour period any travel time and meal time to which the employee is entitled when overtime work is performed except that any travel time and meal time to which the employee is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight (8) hour rest period.

9.12(c) Hours worked prior to any eight (8) hour rest period in which the employee does not work shall not be included in computing another period of overtime work.

9.12(d) If the eight (8) hour rest period in whole or in part overlaps the employee's regular work hours the employee will receive pay at the straight rate for the extent of the overlap, except that the time taken during such overlap for any meal to which the employee is entitled on dismissal shall be paid for at the overtime rate.

9.12(e) If the employee is called back to work during the employee's eight (8) hour rest period a new rest period will commence at the conclusion of such work.

- 9.12(f) (1) If the rest period overlaps the employee's regular work hours but does not extend into the second half of the employee's workday, the employee may be excused from reporting for work until the beginning of the second half of the employee's workday, and in such event the employee will be paid for the time between the expiration of the rest period and the end of the first half of the employee's workday.
- (2) If the rest period extends into the second half of the employee's workday, the employee may be excused from reporting for work until the following workday, and in such event the employee will be paid for the time between the expiration of the rest period and the employee's regular quitting time on such day.
- (3) In the application of the foregoing, an employee, except for employees assigned to the Redding Power Plant, unless otherwise instructed, shall be deemed to be excused from reporting to work for the period between the end of the employee's rest period and the reporting time as designated by the applicable subdivision.

9.12(g) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having had a rest period of eight (8) consecutive hours, in which event the employee shall be paid at the overtime rate for all work performed until the employee has been relieved from duty for at least eight (8) consecutive hours. Whenever an employee is required to work during regular work hours and through an earned paid rest period, the employee shall be entitled to pay at two and one-half (2-1/2) times the employee's regular rate of pay.

ARTICLE 10: SENIORITY

10.1 Seniority is defined as total length of continuous service with the City except for the purpose of promotion and transfer as outlined in Article 11. In determining an employee's seniority the continuity of the employee's service will be deemed to be broken by termination of employment by reason of (1) resignation, (2) discharge for cause, (3) layoff for more than six (6) consecutive months, (4) failure to return immediately on the expiration of a leave of absence or acceptance of other full-time employment while on leave, or (5) absence without pay, without a leave of absence, in excess of three (3) consecutive workdays. Continuity of service will not be broken and seniority will accrue when an employee is: (a) inducted, enlists or is called to active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any Act

of Congress which provides that the employee is entitled to re-employment rights, (b) on duty with the National Guard, (c) absent due to industrial injury (d) on leave of absence or (e) absent due to layoff for a period of less than six (6) consecutive months. **(Amended 9/20/11)**

ARTICLE 11: PROMOTION AND TRANSFER

11.1 Except as otherwise provided in this section for the entry-level positions of Equipment Service Worker, Utility Worker, Groundman, Power Plant Warehouse Worker, Warehouse Worker and Line Tree Trimmer and Substation Maintenance Worker when new positions or additional positions are created, or vacancies other than temporary vacancies occur, in positions within the bargaining unit for whom Local Union 1245 is the exclusive representative, the City shall fill such positions from qualified pre-bid employee applications, if any. In filling such positions, the City shall give preferential consideration to Regular employees as defined in 7.2, who are within the bargaining unit covered by this Memorandum of Understanding, in the sequence set forth below. When employees in the same preferential sequence as provided in (a) through (c) are each qualified by knowledge, skill, efficiency, adaptability and physical ability for appointment to the position vacancy, the pre-bid of the employee with the most City seniority in an IBEW Local 1245 bargaining unit shall be given preferential consideration for appointment. For each entry-level position vacancy which occurs, the City may refrain from following the procedures set forth herein and may select any applicant for an entry-level position vacancy which in the judgment of the City is best-qualified for said position vacancy. **(Amended 9/20/11)**

(a) Pre-bids made by Regular employees who are in the Department in which the vacancy exists who hold a classification equal to or higher than that in which the job vacancy exists.

(b) Pre-bids made by Regular employees who are in the Department in which the vacancy exists who are at the top rate of pay of the next lower classification in the normal line of progression.

(c) Pre-bids made by Regular employees who are in the Department as applicable in which the vacancy exists who hold classifications other than those listed above.

Whenever the City is unable to fill any position vacancy covered by this Memorandum of Understanding as set forth above, the City shall give consideration to those employees who are qualified and covered by any other Memorandum of Understanding between the City and the Union, prior to the City employing any other person for a position covered by this Memorandum of Understanding.

11.2 The City shall in not more than twenty-one (21) working days from the date the position vacancy is filled, post on the designated bulletin boards a notice regarding the disposition of the position with the name of the applicant selected, and mail a copy of such notice to the Union's Business Representative together with a list of all applicants for the position.

11.3 Any Regular employee of the City as defined in 7.2 may submit a pre-bid on any existing job classification and location for which the employee desires consideration. The pre-bid

must be submitted on a form provided by the City's Personnel Office. At the time the form is delivered to the Personnel Office, it will be dated and receipted and a copy provided to the employee. The City shall not consider original pre-bids for any position vacancies which are submitted less than eight (8) calendar days prior to the filling of a job vacancy. Pre-bids will be valid until such time as the employee changes classifications, or until fifteen (15) calendar days have elapsed from such time as the employee rejects a permanent appointment to the classification and location on which the pre-bid is made.

11.4 Notwithstanding anything contained herein, the City need not consider the pre-bid application of any employee who does not possess the knowledge, skill, efficiency, adaptability, and physical ability required for the position for which the application is submitted. For purposes of determining employee qualifications, the City may utilize examinations. The City shall not consider the application of any employee for a Working Foreman-Line position if the employee has been classified as Lineman less than the equivalent of one (1) full year unless there is no otherwise eligible applicant for the position. When the City intends to appoint an employee to a vacancy in preference to an employee with greater seniority, as specified in 11.1, the City shall notify Union's Business Representative of its intent prior to such appointment.

11.5 Whenever a vacancy occurs in any job classification, the City may, at its discretion, temporarily fill such vacancy. If practicable, the City shall fill such temporary vacancy with the employee who would be most eligible therefor under the provisions of this Article. If the temporary vacancy lasts for forty-five (45) days or more, and the City elects to temporarily fill such temporary vacancy, the City shall select the employee who would be most eligible therefor under the provisions of this Article and shall fill such temporary vacancy by temporary reclassification of the selected employee.

11.6 A temporary vacancy is one created by additional workload, or an employee's absence from work due to illness, disability, vacation, leave of absence, or a vacancy of less than six (6) months duration.

11.7 All appointments filled by promotion or transfer of a City employee shall be on a probationary basis for three (3) calendar months for the purpose of determining qualifications. At any time during the probationary period, either the employee or the City may terminate the appointment. If an appointment is terminated, the employee shall be returned to either the employee's previous classification and wage rate, or some other classification that is mutually satisfactory to both the employee and the City. If an appointment is terminated, the City need not give further consideration on that classification and location for a period of one (1) year to the employee who did not successfully complete the probationary period.

11.8 Notwithstanding anything contained in this Article, the City's Labor Relations Representative and the Union's Business Representative may agree to other provisions during the term of this Memorandum of Understanding.

11.9 At the discretion of the City, non-unit employees may be placed into the bargaining unit under the following conditions:

(1) The non-unit employee must have previously been employed by the City in a classification in the bargaining unit.

(2) The non-unit employee must be placed in a classification in the unit which is no higher than the previous classification held.

(3) With the exception of the initial three (3) calendar months out of the bargaining unit, seniority accrued by the non-unit employee shall not be recognized for the purposes of this Article only.

(4) The non-unit employee must be placed in a vacant position and may not displace, demote, or cause the layoff of another unit member.

(5) After placement in the unit, the employee may not be promoted to a higher classification within the unit until the employee has served at least one (1) year in the bargaining unit. After completion of one (1) year of service back in the bargaining unit, the employee's previous seniority accrued while in the unit and the initial three (3) calendar months while out of the bargaining unit, shall be combined with the new year of seniority for purposes of the provisions of this Article.

11.10 Attached hereto and made a part hereof is Exhibit "C" titled "Lines of Progression."

ARTICLE 12: DEMOTION, DISPLACEMENT, AND LAYOFF

12.1 When it becomes necessary for the City to lay off Regular employees, the City will give employees involved as much notice as possible; but in no event will such employees receive less than two (2) weeks notice of layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need be given.

12.2 Layoff in all cases due to lack of work will be determined by an employee's seniority. An employee whose job is being eliminated may elect to displace an employee in a lower paid classification if qualified to perform the duties of the lower paid classification and if the employee's seniority is greater than that of the employee in the lower paid classification.

12.3 Regular employees who are laid off will be given preference in filling future vacancies for a period up to six (6) months, providing they keep the City advised of their current address.

12.4 Notwithstanding the provisions of this Article, the City's Labor Relations Representative and the Union's Business Representative may agree to other procedures during the term of this Memorandum of Understanding.

12.5 Non-unit employees may be placed in the bargaining unit at management's discretion pursuant to the provisions of Section 11.9.

ARTICLE 13: LEAVE OF ABSENCE

13.1 Leave of absence may be granted to Regular employees by the City Manager for urgent and substantial reasons, up to a maximum of one year (except when the employee is receiving long term disability benefits in which case a time limit of five (5) continuous years shall apply), providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Inability to return to work after an employee's sick leave has been exhausted will be considered as an urgent and substantial reason and in such cases a leave will be granted.

13.2 A leave of absence will commence on and include the first workday on which the employee is absent and terminates with and includes the workday preceding the day the employee returns to work.

13.3 All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the City in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions, providing that the employee is capable of performing the duties of the employee's former position, except that if there has been a reduction of forces or the employee's position has been eliminated during said leave, the employee will be returned to the position the employee would be in, had the employee not been on a leave of absence.

13.4 An employee's status as a Regular employee will not be impaired by such leave of absence and the employee's seniority will accrue.

13.5 If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other full-time employment while on leave, the employee will thereby forfeit the leave of absence and terminate the employee's employment with the City.

13.6 An employee on a leave of absence as provided herein shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee may, however, at the employee's option and expense, maintain the employee's group insurance coverage providing the full monthly premium is received in the Finance Department of the City on or before the first day of the month for which the premium is intended. Notwithstanding the above, however, if the leave of absence is as a result of exhaustion of sick leave benefits an employee's group insurance may be maintained for up to six (6) calendar months on the normal premium-sharing formula pursuant to Article 21.2(a), providing the employee pays the employee's share of the premium on a timely basis. If the leave of absence is as a result of a work-related disability, the employee may elect retiree health benefits pursuant to Article 21.2(b) until such time as the employee is eligible for retirement.

13.7 Except for the one (1) year limitation of 13.1 and the prohibition on other employment of 13.5, a leave of absence for Union Business may be granted by the City Manager for up to a maximum of three (3) years pursuant to the provisions of this Article.

ARTICLE 14: EXPENSES

14.1 Whenever an employee uses the employee's personal automobile for the City's convenience, the employee will be reimbursed therefor at the same rate per mile as established for non-represented City employees.

14.2 Whenever an employee is required to change the employee's residence from one locality to another for City's convenience, the City will provide means of moving the employee's household goods.

14.3 Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of abode, will be allowed actual personal expenses for board and lodging for the duration of such assignment, provided they board and lodge at places to be designated by the City. The time spent by such employees in traveling to such temporary job at its beginning, to and from home on holidays and weekends, and from such temporary job at its conclusion and any reasonable expense incurred thereby will be paid by the City.

14.4 If the City requires an employee to perform work for one and one-half (1-1/2) hours or more beyond regular work hours, it will provide the employee with a meal and with meals at intervals of approximately four (4) hours, but not more than five (5) hours insofar as it is possible for the City to do so. The cost of any meal and the time necessarily taken to consume same will be at City's expense.

14.5(a) If City requires an employee to perform work outside of regular hours on either workdays or on non-workdays, the City will provide meals at intervals of approximately four (4) hours, but not more than five (5) hours insofar as it is possible for the City to do so and for as long as the work continues. The cost of any such meals and the time necessarily taken to consume same will be at the City's expense. Where any such work extends into regular work hours on workdays, the foregoing provisions shall be operative until such time as the employee is released from work for the day, providing, however, that such work period starts at least two (2) hours or more before the regular starting time, and provided further that the employees have not been given notification of the overtime work prior to the end of the preceding regular work shift.

14.5(b) When employees are given notice by the end of the preceding work period, and such work period starts at least two (2) hours but no more than four (4) hours before the regular starting time, the normal lunch practices of releasing the employee from duty without pay for one-half (1/2) hour to consume a meal at the employee's own expense will be followed. Following consumption of the employee's first meal, the City will provide meals at intervals of approximately four (4) hours but not more than five (5) hours thereafter, as set forth above in Section 14.5(a)

14.5(c) When employees are given notice by the end of the preceding work period, and such work period starts less than two (2) hours before the regular starting time, the normal lunch practices of releasing the employee from duty without pay for one-half hour at approximately the usual meal time to consume a meal at the employee's expense will be followed.

14.6 When work is to be performed during regular work hours on non-workdays and the employee is given notice by the end of the preceding work period, the normal lunch practices will be followed on such days.

14.7 The City shall pay the cost of any meal which it is required to provide, in accordance with this Article, and shall consider as hours worked the time necessarily taken to consume such meal, except, however, that when a meal is taken at City's expense following dismissal from work the time allowance therefor shall be one (1) hour. If an employee who is entitled to a meal under the provisions of this Article upon dismissal from work does not accept such meal the employee shall nevertheless be entitled to such time allowance of one and one-half (1½) hours. If an employee who is entitled to a meal under the provisions of this Article does not accept such meal, the employee shall nevertheless be entitled to such time allowance of one-half (½) hour for each meal missed except for a meal due at the end of the work period. The City's cost for any meal required by the provisions of this Article between the employee's regular shift normal ending time and five (5) hours later shall be limited to twenty five dollars (\$25.00) including tax and tip. The City standard for tipping is currently capped at 15% unless the contracted vendor requires a 20% tip due to the size of the dining party. The tip amount may be round up to the next highest dollar. The City's cost for meals provided at all other times shall be limited to fifteen dollars (\$15.00) including tax and tip except for out-of-town travel for meetings, conferences, or training which shall be paid at the same rate as for unrepresented employees (as set forth in the City of Redding Employee Benefit Policies for unrepresented employees – Article 12: Expenses, Section 12.3 paragraph 3(C)). Any cost incurred by an individual employee above those set forth above shall be at the employee's own expense and shall be paid by the employee to the vendor after the employee consumes the meal. Employees unable to purchase the required meal at a City contracted vendor after 12:00 a.m. due to lack of vendor availability shall be eligible to submit a receipt for out-of-pocket meal expense reimbursement by separate check. The reimbursement will be subject to the amounts outlined above, and the meal must have been provided by a vendor located in the Redding area. The City agrees to meet and discuss this topic during the term of this contract. Any changes are subject to mutual agreement. **(Amended 9/20/11)**

14.8 Notwithstanding the provisions of Sections 14.4, 14.5(b), 14.5(c) and 14.7, employees assigned to the Redding Power Plant will not be allowed to leave their work site to consume their meals without City approval.

14.9 Whenever any employee is entitled to payment for meals required under the provisions of this Article, such payment shall be made with the employee's regular salary check.

ARTICLE 15: SICK LEAVE

15.1 Sick leave with pay shall be accumulated for each Regular employee at the rate of four hundred sixty ten-thousandths (.0460) of an hour for each regular hour worked, or on paid leave. (Accrual rate approximately one (1) day per month) Employees working a regular shift of 12 hours (seventy-six and eight schedule) shall accrue sick leave on a total of eighty (80) hours per pay period providing that the employee works or is on paid leave a minimum of eighty (80) hours during such pay period.

15.2 Sick leave shall be allowed for an absence due to: (a) the inability of an employee to be present or perform the employee's duties because of personal illness, off duty injury, or confinement for medical treatment; (b) personal medical or dental appointments, which are

impracticable to schedule outside of regular working hours, (c) the need to be present during immediate family members' illness or disability for up to a maximum of forty-eight (48) hours per calendar year. "Immediate family" member means those listed in the Funeral Leave provisions of this Memorandum of Understanding; (d) the need to be present during childbirth, surgery, critical illness or injury involving members of the immediate family for up to forty (40) hours per incident. **(Amended 9/20/11)**

15.3 Management may require satisfactory evidence of sickness or disability before payment for sick leave will be made. The City may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a medical examination by a physician or physicians approved by City for the purpose of determining that such employee is physically fit and able to perform the duties of the employee's former position without hazard to the employee, or to the employee's fellow employees, or to the employee's own permanent health. Such examination or examinations shall be at the sole expense of the City. Whenever there is reason to suspect any employee of abusing the employee's rights to sick leave with pay, the parties shall cooperate in controlling such employee abuse.

15.4 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

15.5 Any employee who after ten (10) years of continuous service to the City terminates employment shall be paid at the employee's regular pay rate for thirty-three and one-third percent (33-1/3%) of the employee's accumulated sick leave hours. For employees with fifteen (15) years or more but less than twenty (20) years of continuous service, the percentage set forth above shall be increased to forty-five percent (45%). For employees with twenty (20) years or more continuous service, the percentage set forth above shall be increased to sixty percent (60%).

Effective September 20, 2011, or when the appropriate VantageCare contract amendment has been executed, upon retirement, any sick leave pay out the employee is eligible to receive will be transferred into the VantageCare Retirement Health Savings Plan on a pre-tax basis. The sick leave pay out amount will be calculated using the percentage levels described in the paragraph above. However, if the sick leave payout is less than \$5,000, then the employee is not entitled to participate in the VantageCare Retirement Health Savings Plan and shall receive a cash out payment as described in the paragraph above. Any sick leave amount remaining will be used as service credit toward the employee's retirement benefit through CalPERS, pursuant to the contract between the City of Redding and CalPERS.

15.6 Whenever any employee exhausts all categories of paid time off as a result of a non-work related illness or injury, with approval of the employee's Department Director, the Personnel Director and the City Manager, an employee may receive up to eighty (80) hours advanced sick leave with pay. If the employee returns to duty, such advanced sick leave shall be returned to the City from subsequent sick leave accruals. If the employee terminates City employment, such advanced sick leave shall be repaid to the City from any funds due the employee by the City. If insufficient funds are due the employee by the City, the employee shall directly reimburse the City for advanced sick leave in excess of the funds, if any, previously withheld. Such direct

reimbursement will be waived for employees who are terminally ill or totally disabled (100 percent). **(Amended 9/20/11)**

ARTICLE 16: FUNERAL LEAVE

16.1 Regular and Full-Time Temporary employees who are absent from work due to the death of a member of the employee’s “immediate family” shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed forty (40) working hours. “Immediate family” as used herein includes only employee’s spouse; or children, grandchildren, brothers, sisters, parents or grandparents of employee or spouse; or other persons who are living in the employee’s immediate household. The relationships included herein shall apply whether by blood or marriage.

16.2 Regular and Full-Time Temporary employees who are absent from work to attend the funeral of a person other than an immediate family member shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed one (1) regularly scheduled work day. A maximum of three (3) work days may be utilized in a calendar year.

16.3 An employee must be in a paid status on both workdays immediately adjacent to funeral leave in order to receive pay for such leave.

ARTICLE 17: HOLIDAYS

17.1 Regular employees, except as otherwise provided herein, shall be entitled to have the following holidays off with pay:

	Holidays	Fixed or Floating
1.	January 1 st	Fixed
2.	The third Monday in January, known as “Martin Luther King, Jr. Day”	Fixed
3.	February 12 th , known as “Lincoln Day”	Floater
4.	The 3 rd Monday in February, known as “President’s Day”	Fixed
5.	The last Monday in May, known as “Memorial Day”	Fixed
6.	July 4 th	Fixed
7.	First Monday in September, Known as “Labor Day”	Fixed
8.	Employee’s birthday	Floater
9.	The second Monday in October, Known as “Columbus Day”	Floater
10.	November 11 th , known as “Veteran’s Day”	Floater
11.	Thanksgiving	Fixed
12.	Friday after Thanksgiving	Fixed
13.	December 24 th The last half of the normal work shift before Christmas	Fixed
14.	December 25 th	Fixed

(Amended 9/20/11)

If any of the foregoing holidays falls on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday, except by those employees who are regularly scheduled to work on Saturday other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any of the foregoing holidays fall on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive another workday off with pay, to be scheduled in the same manner as vacation days are normally scheduled. Notwithstanding the foregoing provisions on observing holidays, for those employees classified as Troubleman and assigned to a work schedule other than as set forth in 9.3, holidays falling on Sunday shall be observed on the last workday of the employee's work cycle, and holidays falling on Saturday shall be observed on the first work day of the employee's work cycle. Notwithstanding the foregoing an employee may observe the employee's birthday holiday on the employee's birthday or anytime during the pay period in which the birthday occurs provided the employee gives the supervisor at least ten (10) days advance notice, or the holiday may be deferred and scheduled as vacations are normally scheduled. The holidays known as Lincoln Day, Columbus Day, and Veterans Day shall be scheduled by employees and their supervisors in the same manner as vacations are normally scheduled. Notwithstanding the foregoing, employees regularly assigned to work twelve (12) hour shifts shall not be entitled to observe the following holidays; Lincoln day, Columbus day, Veterans day nor the employee's birthday.

17.2 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to the employee's holiday pay, be compensated therefor at the overtime rate of pay for all time worked on such days.

17.3 An employee must be in a paid status on both workdays immediately adjacent to the holiday in order to receive pay for the holiday.

ARTICLE 18: VACATIONS

18.1(a) Regular employees of the City shall accrue vacations with pay up to 500 hours. Effective January 1, 1998, Regular employees shall accrue vacations with pay up to 400 hours. Effective January 1, 1998, for one-time only, vacation hours in excess of 300 hours will be retained in a separate time bank which may be used by the employee in the same manner as regular vacation time. Vacation hours retained in the bank will not be lost as a result of the 400-hour maximum. After January 1, 1998, vacation earned in excess of the 400-hour maximum will not be accumulated. Employees working a regular shift of 12 hours (seventy-six and eight schedule) shall accrue vacation leave on a total of eighty (80) hours per pay period providing that the employee works or is on paid leave a minimum of eighty (80) hours during such pay period. The rate of vacation accrual will be as follows:

	ACCRUAL RATE PER HOUR	FROM	THROUGH PAY PERIOD	APPROXIMATE ACCRUAL RATE	YEARS OF SERVICE
<u>A</u>	.039	Date of Employment	104 th	2 weeks	1-4
<u>B</u>	.058	105 th	234 th	3 weeks	After 4
<u>C</u>	.068	235 th	364 th	3 ½ weeks	After 9
<u>D</u>	.077	365 th	494 th	4 weeks	After 14
<u>E</u>	.087	495 th	624 th	4 ½ weeks	After 19
<u>F</u>	.096	625 th	--	5 weeks	After 24

(Amended 9/20/11)

18.1 (b) A full pay period as used in this Article is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours.

18.1 (c) A full pay period as used in this Article is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours. **(Amended 9/20/11)**

18.2 Vacation cannot be accrued while an employee is in a non-pay status.

18.3(a) Vacations will be scheduled throughout the calendar year. Employees with greater seniority will be given preference over those with less seniority in the selection of a vacation period, provided, however, that if the senior employee splits the employee's vacation by requesting less than a full year's allowance to be scheduled on consecutive workdays, the employee's preferential rights shall only apply on one period in that calendar year prior to all other employees being given consideration in the selection of their first choice vacation period. The City will notify employees of vacation approvals or denials within a timely manner after employees submit their vacation selections. **(Amended 9/20/11)**

18.3(b) Notwithstanding the foregoing provisions of Section 18.3(a) vacations for employees assigned to the Redding Power Plant may be scheduled at the convenience of the City.

18.4 The City shall not require an employee to take the employee's vacation in lieu of sick leave or leave of absence on account of illness.

18.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the employee's vacation period, such employee will be entitled to an additional day of vacation and will be compensated for same.

18.6 Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive any unused vacation period previously earned.

18.7 The City will, at the employee's option, compensate employees for accumulated vacation during any fiscal year as follows: **(Amended 9/20/11)**

For Employees working other than 24 hour Shift	
Minimum Accrual	Maximum Hours Payable
120	40
240	80

18.8 Whenever any employee has exhausted all paid time off benefits, including advanced sick leave benefits, as a result of a non-work related injury or disability, and is not eligible for long-term disability insurance benefits as set forth in Article 21, other employees may contribute their vacation credits to the disabled employee with vacation credits being donated and granted on the basis of the dollar value of the vacation credits.

ARTICLE 19: INCLEMENT WEATHER PRACTICE

19.1 Regular employees who are unable to work in the field because of inclement weather or other similar causes will receive pay for the full day, provided they have reported for duty. During such day they may be held pending emergency calls, may be given first aid, safety or other instruction or they may be assigned to perform miscellaneous duties in sheltered locations.

19.2 Full-time temporary personnel who have reported for work but are unable to work in the field because of inclement weather or other similar causes will be paid only for the time they work or are held by the City, except, however, that they will be paid for not less than two (2) hours.

19.3 City supervisors will be responsible for determining whether weather conditions warrant cessation of outside work. In arriving at a decision with respect to weather conditions, the Supervisor shall take into account such factors as: (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave unfinished job in a safe condition, (g) anticipated duration of inclement weather, and (h) distance from job site to operating headquarters.

ARTICLE 20: MISCELLANEOUS

20.1 The City shall not, by reason of the execution of this Memorandum of Understanding, abrogate or reduce the scope of any present plan or rule beneficial to employees, unless such plan or benefit is amended, altered or modified by one of the understandings contained within this Memorandum of Understanding.

20.2 A Regular or Full-Time Temporary employee who is summoned for jury duty and is thus unable to perform the employee’s regular duties will be paid for the time lost at the employee’s regular rate of pay. The employee must be in a paid status on both workdays immediately adjacent to jury duty in order to receive pay for jury duty.

20.3 Any employee, at the employee’s request shall be permitted to review the employee’s own personnel file. The file may not, however, be removed from the Personnel Office.

20.4 An employee who disagrees with the evaluator's statements or conclusions with respect to the employee evaluation report shall have the right to review such evaluation report with the City's Personnel Director and, upon request, shall have the right to have a Union representative present. **(Amended 9/20/11)**

20.5 Whenever employees complete authorized courses taken for credit with a passing grade, after advance approval by both the Department Director and the Personnel Director, the City shall reimburse the employee for the actual expenses of tuition and the cost of required textbooks. **(Amended 9/20/11)**

20.6 The City will provide and replace as necessary when worn out or broken all of the following tools or clothing for those employees as specified below. Whenever any of the following tools or clothing are lost, replacement shall be at the employee's expense.

- (a) Gloves of a type as required by the nature of the work for all employees.
- (b) Rain pants and coats for all employees.
- (c) Required Lineman's tools for all pole climbing employees as follows:
 - 1. Pole climbers
 - 2. Lineman's body belts
 - 3. Safety strap
 - 4. Long gauntlet gloves
 - 5. Material pouch
 - 6. Small tool pouch
 - 7. One (1) eight-inch (8") crescent wrench
 - 8. One (1) ten-inch (10") crescent wrench
 - 9. One (1) twelve-inch (12") crescent wrench
 - 10. One (1) claw hammer
 - 11. One (1) screw driver
 - 12. One (1) pair of channel-lock-type pliers
 - 13. One (1) pair nine-inch (9") side-cutter pliers
 - 14. One (1) six-foot (6') fold-up wooden or plastic measuring device
 - 15. One (1) wire-skinning knife
 - 16. One (1) nine-sixteenths-inch by one-half-inch (9/16" x 1/2") box-end ratchet wrench
 - 17. One (1) three-quarter-inch by five-eighths-inch (3/4" x 5/8") box-end ratchet wrench
- (d) Coveralls or special protective clothing for those employees whose work is such that severe damage to clothing is expected.

20.7 Effective March 7, 2010, the City will reimburse all employees required to wear protective work boots up to a maximum of three hundred dollars (\$300.00), every other year. Employees are eligible for reimbursement, with appropriate receipt of purchase. The reimbursement program covers the purchase of new boots and repairs existing boots. **(Amended 9/20/11)**

20.8 The City will provide at its expense physical examinations required by the State of California for certain classes of drivers licenses for those employees required to have said licenses. Effective September 1, 2002, the City shall commence reimbursing employees for said license renewal fees.

20.9 Whenever any employee is subpoenaed to testify in court as a result of the employee's employment, the employee shall be paid for all time required in such activity.

20.10 The Union's Business Representative and the City's Personnel Director may agree to limit the useful lifetime of employee disciplinary documents. **(Amended 9/20/11)**

20.11 The City's Personnel Alcohol and Substance Abuse Policy and Procedure dated May 4, 1997, is hereby incorporated into the Memorandum of Understanding by reference. **(Amended 9/20/11)**

20.12 The City will provide training and/or reimburse employees who are regularly assigned to tree trimming duties for the costs, including time off to attend such training, necessary to maintain a certificate issued by the International Society of Arboriculture, as a "Certified Arborist".

20.13 To promote reasonable employee response times for emergency repairs, any employee hired after May 1, 2000, shall establish and maintain within four calendar months of the completion of their probationary period, a primary residence within 25 City/County roadway miles and less than 30 minutes driving time of their designated headquarters' location. (It is not the intent of the parties that an existing employee would need to relocate if assigned to a location within the City limits.)

20.14 The City and IBEW Electric agree to meet and discuss the creation of a three-tiered job classification structure for each of the following positions: Power Plant Maintenance Mechanic, Instrument & Electrical Technician, and Metering Electrician during the term of this contract. Any changes are subject to mutual agreement. **(Amended 9/20/11)**

20.15 IBEW 1245 agrees to dismiss with prejudice the Unfair Practice Charge and Complaint filed with the Public Employment Relations Board, Complaint No SA-CE-674-M, no later than October 15, 2011. **(Amended 9/20/11)**

ARTICLE 21: EMPLOYEE BENEFIT PROGRAMS

21.1 Retirement Plan: All Regular employees are covered by the California Public Employees' Retirement System (CalPERS) program pursuant to an existing contract with the Public Employees' Retirement System, under the 2.0% at age 55 retirement benefit formula. For employees hired after the date that agreement has been reached by all non-safety "Miscellaneous" bargaining units and the appropriate CalPERS amendment has been executed, the City will provide coverage in CalPERS for all regular employees based on the 2.0% at age 60 retirement benefit formula using an average of the highest paid consecutive 36 months of employment when

determining final compensation, or as otherwise provided by the State of California.

Following City Council approval of this MOU, the employee contribution will be paid by employees through a bi-weekly payroll deduction phased in on a pre-tax basis as outlined below and agreed upon beginning the first pay period after Council approval:

Effective Date	City Payment of Employee Contribution	Employee Contribution
October 16, 2011	3.50%	3.50%
October 14, 2012	0%	7%

The City pays the employee’s cost of 1959 Survivor’s benefits (Indexed Level). The City will report to CalPERS, as compensation, the amount the City pays on behalf of the employee as Employer Paid Member Contribution for retirement calculation purposes. The City will provide employees hired prior to September 21, 2011, with the Public Agency Retirement System (PARS) 20.7% at age 55 retirement enhancement benefit formula, with no prior CalPERS service unless credited to the employee’s account while an employee of the City of Redding; and vested with five (5) years service with the City. Employees hired on or after September 21, 2011, will not be eligible for the PARS 0.7% at age 55 retirement supplemental retirement benefit formula. **(Amended 9/20/11)**

21.2(a) Group Health and Welfare Insurance Coverage: All Regular employees are eligible to participate in a group health and welfare insurance benefit program which includes the medical, prescription, dental, vision, life and long term disability insurance plans effective the first day of employment. The City shall pay the full cost of the program for both employees and dependents as indicated below.

(1) Life Insurance: Twice annual salary for employee, \$3,000 for employee’s dependents. The City will pay the full cost of the premiums. More specific benefit information is provided in the carrier booklet.

Health Benefits: Effective March 7, 2010, all eligible employees received a ten percent (10%) co-share of the premium offset in their pay. The City’s contribution toward the monthly group health and welfare insurance composite premium rate shall be ninety percent (90%) and the employee will begin paying ten percent (10%) of the rate through a bi-weekly payroll deduction. The ten percent (10%) co-share of premium will be recalculated every January 1st to coincide with the renewal of the City’s Group Health Insurance Plan. The City established a Section 125 Plan effective March 7, 2010, to redirect the portion of the employee’s salary to pay, on a pre-tax basis, the employee’s contribution toward the medical, prescription, dental and vision insurance composite premium rate.

Beginning Calendar Year 2013, the City will offer two health plans, a “Base Plan” and an optional “Premium Plan”. All eligible employees will be enrolled in the “Base Plan” and will have the option on a voluntary basis to enroll in the “Premium Plan” initially, and during the open enrollment period for each subsequent calendar year. Changes will be effective at the beginning of the following

calendar year. The City’s contribution toward the monthly group health and welfare insurance composite premium rate for the “Base Plan” shall be ninety percent (90%) and the employee will pay ten percent (10%) of the premium rate through a bi-weekly payroll deduction. Employees electing to enroll in the “Premium Plan” will be responsible for premiums beyond the City’s contribution of 90% of the “Base Plan” composite rate.

For specifics regarding the City’s Group Health and Welfare Benefit Plan, refer to the Benefit Summary Plan Description.

The City reserves the right to modify the group insurance composite rate structure to establish classes of coverage and rates in an effort to create a rate structure more compatible to employee claims experience. The City and the Union agree to meet and confer prior to any changes being made to the group insurance composite rate structure.

Employees with spousal coverage will be allowed to “opt out” of the City’s group health and welfare insurance coverage (cease paying their share of the premium) January 1, 2013. Employees “opting out” of the City’s group health benefits must provide proof of alternative health care coverage on an annual basis during the open enrollment period.

Prescription Benefit: Employee co-payments as showing in the following table:

	Effective 4/1/10 Co-Payment
Retail (34 days’ supply)	
Generic	\$10.00
Brand	\$40.00
No Generic Available	\$20.00
Mail (90 days’ supply)	
Generic	\$20.00
Brand	\$70.00
No Generic Available	\$40.00

(3) Dental Benefits: For specifics regarding the City’s Dental Plan, refer to the Benefit Summary Plan Description.

(4) Long Term Disability: After three (3) months, sixty percent (60%) of employee’s salary integrated with all other income benefits payable to age 65. As an alternative, the Union may elect to receive funding equivalent to the cost for Union members to participate in the City long term disability program in order to purchase its own long term disability policy.

(5) Vision Benefits: For specifics regarding the City’s Vision Plan, refer to the Benefit Summary Plan Document.

(6) Short – Term Disability: The City will administer employee-paid State Disability Insurance for all employees should IBEW Electric elect to participate in the program.

The City may, if practicable, modify the group insurance program set forth above by adding utilization review and by creating preferred provider organization programs which create financial incentives for the employee to use such preferred provider services, but do not reduce any current benefit level nor impose any penalty for the employee who chooses not to use a preferred provider's services.

Effective October 1, 2011, health benefits not provided by Blue Shield will no longer be offered.

Employees hired prior to and after September 20, 2011, who retire from the City with five (5) or more years of City service (and eligible for CalPERS benefits upon separation of service) shall be eligible for the City to pay a proportionate share of costs of the insurance premium should the retiring employee elect to participate in any group health, dental and vision plan also made available to active employees. To initially qualify for the benefit, the employee must go directly from active status to retiree status with CalPERS and continue the group medical insurance without a break in coverage. To maintain a qualified status, and to continue to receive the benefit, the retired employee, and their covered spouses who reach Medicare A/B eligibility age must enroll in Medicare. For those retirees who qualify, the City shall pay a proportionate share of the cost of the insurance premiums in accordance with the following formula: 2% for every year of service with the City of Redding up to a maximum of 50%. Payments by the City will be discontinued upon termination of group medical insurance coverage by the City retiree or loss of qualified status by the retiree. The City will not contribute payments on behalf of any retiree except as set forth above. Following the death of a retiree the surviving spouse, if any, may continue the insurance and the City will continue the benefit on the same terms and conditions for the life of the surviving spouse. (Employees who retired prior to July 1, 2000, are eligible for health coverage only).

Beginning Calendar Year 2013, the City will offer two health plans, a "Base Plan" and an optional "Premium Plan". All retired employees participating in the group health plan will be enrolled in the "Base Plan" and will have the option on a voluntary basis to enroll in the "Premium Plan" initially, and during the open enrollment period for each subsequent calendar year. Changes will be effective at the beginning of the following calendar year. The City shall pay a proportionate share of the cost of the "Base Plan" insurance premiums as outlined above. Participating retired employees electing to enroll in the "Premium Plan" will be responsible for premiums beyond the City's contribution of the "Base Plan" composite rate.

Dependent upon the outcome of pending litigation, the retiree premium co-share for existing employees, those hired prior to City Council approval of this contract, could revert back to the previous retiree insurance premium co-share amount of fifty percent (50%). In that event, the contract would be re-opened to negotiate retiree medical premium co-share amounts for new hires. **(Amended 9/20/11)**

21.3 The parties agree that the foregoing benefits will remain in full force and effect, unless modified by mutual agreement.

ARTICLE 22: ENTIRE AGREEMENT

22.1 Except as specifically provided in Article 23 (Term), during the term of this Memorandum of Understanding the parties expressly waive and relinquish the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the City or the Union at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 23: TERM

23.1 This Memorandum of Understanding, having taken effect as of the day and year first above written, shall continue in full force and effect until September 14, 2014 and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter, except, however, this Memorandum of Understanding shall only become effective with approval of the City Council of the City of Redding. **(Amended 9/20/11)**

23.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

23.3 This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

23.4 Any provision of this Memorandum of Understanding which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of this Memorandum of Understanding, however, shall remain in full force and effect. Whenever any provision of this Memorandum of Understanding is affected as set forth above, either party may, by giving thirty (30) days' written notice to the other, open negotiations on the subject of the affected provisions.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

CITY OF REDDING

LOCAL UNION 1245, IBEW

s/ Robert M. Christofferson
Robert M. Christofferson
City Manager

s/ Jack McNally
Jack McNally
Business Manager

s/ Charles R. Reynolds
Charles R. Reynolds
Director of Labor Relations

s/ Howard Stiefer
Howard Stiefer
President

s/ Franklin D. Ryan
Franklin D. Ryan
Operations Manager
Electric Department

s/ Jack Osburn
Jack Osburn
Business Representative

s/ James G. Bristow
James G. Bristow
Director of Personnel Services

s/ J. Joseph Kropholler
J. Joseph Kropholler
Shop Steward

s/ John Trunnell
John Trunnell
Shop Steward

IN WITNESS WHEREOF the parties have executed amendments to this Memorandum of Understanding as of the 5th day of October, 2011, to be effective September 20, 2011.

CITY OF REDDING

s/ Kurt Starman
Kurt Starman
City Manager

s/ Barry Tippin
Barry Tippin
Assistant City Manager

s/ Sheri DeMaagd
Sheri DeMaagd
Personnel Director

LOCAL UNION 1245, IBEW

s/Tom Dalzell
Tom Dalzell
IBEW Business Manager

s/Ray Thomas
Ray Thomas
IBEW Assistant Business Manager

s/ Sean McCall
Sean McCall
Shop Steward

s/ Mark Larsen
Mark Larsen
Shop Steward

s/ Paul Snyder
Paul Snyder
Shop Steward

s/ Jeff Torres
Jeff Torres
Shop Steward

EXHIBIT B: JOB DEFINITIONS

The Job Definitions included herein are intended to be general guidelines regarding the duties to be performed by a particular classification, and are not to be construed as restrictions on the duties an employee may perform. Any employee may be assigned to perform the duties of a classification which has an equal or lower wage rate.

A crew as used herein is defined as three or more employees working together on the same job.

Utility Worker

An employee engaged in performing a wide variety of unskilled and semi-skilled work. The employee's duties include installation, construction, maintenance and repair of City facilities and property. The employee must possess the appropriate State of California Drivers License. The employee will be required to operate equipment such as forklift, brush chipper, portable power tools and drive a truck hauling a load or towing a trailer of no more than six thousand (6000) pounds. The employee shall be capable of performing the duties with skill, efficiency, and safety. The employee must possess the appropriate State of California Drivers License. **(Amended 9/20/11)**

Groundman

An employee engaged in performing unskilled and semi-skilled duties, usually in connection with the construction, maintenance and operation of electrical power transmission and distribution systems. The employee's principal duties are normally performed as an assistant to a Lineman. The employee may be required to drive a truck, or to use portable power tools. The employee must possess the appropriate State of California driver's license, and shall be capable of performing the duties efficiently and safely.

Utility Arborist

An employee who is engaged in performing all types of pruning and tree trimming, including tree trimming in close proximity to high voltage power lines, utilizing tree climbers, rope rigging, mechanical lift equipment, and all types of mechanical and power pruning and cutting tools. The employee will be required to drive a truck and operate equipment such as fork lift, tractor/loader, brush chipper, tractor/mower and portable power tools and to direct the work of not more than two (2) other lower paid employees engaged in unskilled work. The employee's background of training and experience shall be such as to qualify the employee to perform the duties with skill, efficiency and safety. The employee must possess and maintain a certificate issued by the International Society of Arboriculture as a "Certified Arborist" and the appropriate State of California drivers license.

Line Equipment Operator

An employee engaged in driving, operating and routine maintenance of trucks and other equipment such as backhoe, front-end loader, and dump truck as required in connection with the construction, maintenance and operation of electrical power transmission and distribution systems, and must possess the appropriate State of California drivers license. The employee may be required to perform job related clerical work; is responsible for keeping tools and materials in good order on

the truck; assists with ground work. The employee shall be capable of performing the duties with skill, efficiency and safety.

Power Plant Warehouse Worker

An employee who, under general direction, is engaged in performing duties relative to the purchasing, ordering, receiving, dispersing, maintaining records and salvaging of materials, including the operation of material handling equipment. The employee will be required to assist other power plant personnel in the operation and maintenance of a power plant. The employee may be required to drive a vehicle and to type with moderate skill. The employee's background of experience and training shall be such as to qualify the employee to perform the duties safely with skill and efficiency. The employee must possess the appropriate State of California driver's license.

Warehouse Worker

An employee who is engaged, subordinate to the employee in charge, in performing duties relative to the purchasing, ordering, receiving, dispersing and salvaging of materials, including the operation of material handling equipment. The employee may be required to drive a vehicle and to type with moderate skill. The employee's background of experience and training shall be such as to qualify the employee to perform the duties safely with skill and efficiency. The employee must possess the appropriate State of California driver's license.

Senior Utility Arborist

An employee who is a leadman in charge of not more than three (3) other employees engaged in performing all types of pruning and tree trimming, including tree trimming in close proximity to high voltage power lines, utilizing tree climbers, rope rigging, mechanical lift equipment, and all types of mechanical and power pruning and cutting tools. The employee must possess and maintain a certificate issued by the International Society of Arboriculture as a "Certified Arborist." The employee will be required to drive a vehicle, may be required to operate equipment, and must possess the appropriate State of California driver's license. The employee shall have the personal qualifications of leadership and supervisory ability and be familiar with the City's construction and safety standards, accounting procedures, and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety. The employee may be required to perform physical inspections of tree trimming contractors' work and prepare regular reports on such activities. When in charge of more than three other employees, the employee's wage rate shall be increased by ten percent (10%). **(Amended 9/20/11)**

Equipment Service Worker

An employee who is a journeyman and is engaged in performing a wide variety of duties related to the maintenance and repair or modification of tools, equipment, vehicles, buildings, facilities and transmission/distribution facilities. The employee may be required to drive a truck or operate equipment and tools in connection with the duties, and must possess the appropriate State of California driver's license. The employee may also be required to perform carpentry, plumbing, painting, cement work, masonry, gas and electric welding, and related clerical work. The employee should be a journeyman in one of the foregoing crafts and should be reasonably competent and proficient in performing routine tasks of some of the other crafts. The employee may be required to direct the work of another lower paid employee. The employee's background

of training and experience shall be such as to qualify the employee to perform the duties safely with skill and efficiency.

Warehouse Leadman

An employee who is a working foreman and is in charge of stores wherein a number of employees are engaged in performing duties relative to the purchasing, ordering, receiving, dispersing, and salvaging of material and supplies. The employee may be required to drive a vehicle and operate material handling equipment, and must possess the appropriate State of California driver's license. The employee shall have the personal qualifications of leadership and supervisory ability and be familiar with the City's stores procedures, accounting procedures, safety standards and other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety.

Power Plant Equipment Operator

An employee who is engaged in performing a wide variety of duties relating to the operation, maintenance and repair of a power plant, buildings, facilities, mechanical equipment and other property of a similar nature as an assistant to other employees. Assists Power Plant Operator in power plant operations, operates control panels for steam and combustion generators. Performs startup and shutdown of major equipment and performs routine water testing. May be required to perform carpentry, plumbing, electrical work, painting, gas and electric welding, and the operation of machine shop tools and equipment and City vehicles. The employee's background of training and experience must be such as to qualify the employee to perform these duties safely with skill and efficiency. The employee must possess the appropriate State of California driver's license.

Substation Maintenance Worker

An employee who is engaged in performing inspections and assist with maintenance in electric transmission and distribution, substations, and associated facilities and read instruments and devices; calculate and record data using computers; use power tools; work as a crew member or alone; communicate clearly and work cooperatively with City employees; follow verbal and written instructions; observe all safety rules; perform physical work; and work overtime hours during outages as required. The employee must possess the appropriate State of California driver's license. Forklift operators certification and crane operator certification required within one year of employment (City to provide training). **(Amended 9/20/11)**

Power Plant Maintenance Mechanic

An employee who is engaged in performing a wide variety of duties relating to the operation, maintenance and repair of a power plant and is skilled in turbine, boiler and generator maintenance, work on high-pressure control valves and systems, pneumatic valve controllers and actuators, alignment of pumps and turbine generators, welding pipe and pressure vessels and other related duties as assigned. May be required to perform carpentry, plumbing, electrical work, painting, gas and electric welding, and the operation of machine shop tools and equipment and City vehicles. The employee's background of training and experience must be such as to qualify the employee to perform these duties safely with skill and efficiency. The employee must possess the appropriate State of California driver's license.

Power Plant Operator

An employee who operates power plants in accordance with operating instructions and procedures and responds to alarms, takes appropriate corrective action, executes power plant shutdown and startup procedures, reports abnormal conditions to the immediate supervisor, assists in training other employees to operate power plants, conducts water testing and treatment duties, operates control panels to regulate the load on the steam generators turbine and to maintain proper steam temperature and pressure, feed water and fuel supply and efficient combustion conditions, synchronizes generators and regulates load, voltage and frequency and other duties as assigned. The employee's background of training and experience shall be such as to qualify the employee to perform these duties with skill and efficiency. The employee must possess the appropriate State of California driver's license, and be capable of performing the duties safely.

Electrician

An employee who is a journeyman and engaged in performing all classes of electrical work. The employee duties may include installing, testing and maintaining all types of meters, protective relay and supervisory equipment, station apparatus, instruments, control devices, fire alarm systems, remote control and tele-metering equipment, traffic signals and recording instruments. The employee's background of apprenticeship and experience shall be such as to qualify the employee to perform these duties with skill and efficiency. The employee must possess the appropriate State of California driver' license, and be capable of performing the duties safely. When in charge of two or more other employees, the employee shall be upgraded to Working Foreman - Electrician.

Instrument & Electrical Technician

An employee engaged in journey-level work and performs all classes of electrical work. The employee's duties may include installing, testing and maintaining all types of meters, protective relay, power plant distributed control systems, pneumatic control valves and actuators, transducers, high voltage circuit breakers and switch-gear, motor control centers, programmable logic controllers, sensors for pH level, pressure, temperature and continuous emissions monitoring instruments control devices, fire alarm systems and recording instruments. The employee's background of training and experience shall be such as to qualify the employee to perform these duties with skill and efficiency. The employee must possess the appropriate State of California driver's license, and be capable of performing the duties safely.

Lineman

An employee who is a journeyman and is engaged in performing all classes of electrical power transmission and distribution system construction, maintenance and operation work. The employee may be required to drive a truck and operate any associated equipment, and must possess the appropriate State of California drivers license. The employee's background of apprenticeship and experience shall be such as to qualify the employee to perform these duties with skill and efficiency. The employee shall be capable of performing the duties safely.

Power Plant Relief Operator

An employee who under general supervision provides relief fill-in for absent Power Plant Operator(s) or Power Plant Equipment Operator(s). The assigned shift is modified to meet plan operating needs. Operates power plants in accordance with operating instructions and procedures and responds to alarms, takes appropriate corrective action, executes power plant shutdown and

startup procedures, reports abnormal conditions to the Power Plant Supervisor or Power Plant Operator as appropriate to the relief assignment, operates control panels to regulate load on the steam generators and steam and combustion turbine generators, maintains proper steam pressure and temperature, synchronizes generators and regulates load, voltage and frequency, feedwater supply, fuel supply and efficient combustion conditions, operates major auxiliary apparatus and systems such as air compressors, boiler feedwater and condensate treatment systems, reverse osmosis and storage system, pollution control systems and all locally controlled electrical and mechanical equipment, assists in training other employees.

When providing relief fill-in for absent Power Plant Equipment Operator, assist Power Plant Operator in power plant operations, operate control panels for steam and combustion turbine generators, perform startup and shutdown of equipment, perform routine water testing. Will perform other duties as assigned, such as assisting with updating procedures, operational testing of equipment to ensure reliability and efficiency, operational reports, inventory control of chemical and lab supplies, scheduling relief for operators and, fire inspections. May be required to perform carpentry, plumbing, electrical work, painting, gas and/or electric welding, and the operation of machine shop tools and equipment and City vehicles. The employee's background of training and experience shall be such as to qualify the employee to perform these duties with skill and efficiency in accordance with all federal, state and local environmental and safety laws, rules and regulations. The employee must possess the appropriate State of California driver's license, and be capable of performing the duties. **(Amended 9/20/11)**

Troubleman

An employee who has the craft qualifications of a Lineman and performs any work in connection with providing and maintaining service to the public, such as installing electric services and all types of meters, replacing line and equipment fuses, patrolling, switching, restoring service on "no light," "no power" and "no water" calls, minor servicing and repairing of customers' equipment, operating substations, inspection for proper function and performing minor repairs, maintenance and adjustments to City facilities, such as street maintenance, operation and complaints; may be required to collect deposits and bills. In trouble and emergency work involving immediate hazard to life or property, may be required to work alone to cut circuits of over 600 volts in the clear. The employee must possess the appropriate State of California driver's license, and shall be capable of performing the duties with skill, efficiency, tact, diplomacy, and safety.

Working Foreman – Electric Substations

An employee who is a working foreman in charge of a crew of not more than four (4) other employees engaged in performing all work in electric substations. The employee shall have the personal qualifications of leadership and supervisory ability, the craft qualifications of an Electrician, and be familiar with the City's construction and safety standards, accounting procedures and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety, and must possess the appropriate State of California driver's license. When in charge of more than four (4) other employees the employee's wage rate shall be increased by ten percent (10%). **(Amended 9/20/11)**

Working Foreman - Line

An employee who is a working foreman in charge of a crew of not more than four (4) other employees engaged in performing all classes of electrical power transmission and distribution

system construction, maintenance and operation work. The employee shall have the personal qualifications of leadership and supervisory ability, the craft qualifications of a Lineman, and be familiar with the City's construction and safety standards, accounting procedures, General Order 95 and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety, and must possess the appropriate State of California drivers license. When in charge of more than four (4) other employees the employee's wage rate shall be increased by ten percent (10%).

Working Foreman - Power Plant Maintenance

An employee who is a working foreman in charge of a crew of not more than five (5) other employees from the Power Plant Maintenance Mechanic and Instrument and Electrical Technician crafts. The employee must possess sufficient knowledge of: all tools and equipment used under the employee's direction and guidance; the functions of power plant equipment, how it operates mechanically, hydraulically, and electronically; the City's construction and safety standards, accounting procedures, and all other applicable rules and regulations; work procedures and methods for the areas of Mechanical and Instrument and Electrical responsibility; and the City's clearance, safety, and hazardous materials handling procedures/regulations. The employee must possess the ability to coordinate, schedule, and plan all aspects of the construction, maintenance, and repair of the City's power plant facilities and aid in both the design and planning of such projects; and the appropriate State of California drivers license. The employee shall have not less than two (2) years journeyman craft experience or its equivalent as a Power Plant Maintenance Mechanic and/or Instrument and Electrical Technician, the personal qualifications of leadership and supervisory ability, and the employee's background of training and experience shall be such as to qualify the employee to perform the duties with skill and efficiency. When in charge of more than five (5) other employees, the employee's wage rate shall be increased by ten percent (10%).

Working Foreman - Power Plant Operations

An employee who is a working foreman in charge of a crew of not more than five (5) other employees engaged in performing power plant operations. The employee shall have the personal qualifications of leadership and supervisory ability, not less than two (2) years experience as a Power Plant Operator, and be familiar with the City's power plant operation procedures and practices, the City's clearance, safety, hazardous materials handling procedures/regulations, accounting procedures, and all other applicable rules and regulations. The employee's background of training and experience shall be such as to qualify the employee to perform the duties with skill and efficiency. The employee must possess the appropriate State of California driver's license. When in charge of more than five (5) other employees, the employee's wage rate shall be increased by ten percent (10%).

EXHIBIT C: LINES OF PROGRESSION

CLASSIFICATION	NEXT LOWER CLASSIFICATION	SAME OR HIGHER CLASSIFICATIONS
Utility Worker		Groundman Utility Arborist Equipment Service Worker Line Equipment Operator Senior Utility Arborist
Groundman	Utility Worker	Equipment Service Worker Line Equipment Operator Lineman Troubleman Working Foreman - Line
Power Plant Warehouse Worker		Warehouse Leadman
Warehouse Worker		Warehouse Leadman
Utility Arborist		Senior Utility Arborist
Equipment Service Worker		
Line Equipment Operator	Groundman	Lineman Troubleman Working Foreman - Line
Senior Utility Arborist	Utility Arborist	
Warehouse Leadman	Warehouse Worker Power Plant Warehouse Worker	
Power Plant Equipment Operator		Power Plant Operator Power Plant Relief Operator Working Foreman - Power Plant Operations
Substation Maintenance Worker		Working Foreman – Electric Substation
Power Plant Maintenance Mechanic	Power Plant Utility Worker Power Plant Warehouse Worker Power Plant Equipment Operator	Power Plant Operator Working Foreman - Power Plant Maintenance

CLASSIFICATION	NEXT LOWER CLASSIFICATION	SAME OR HIGHER CLASSIFICATIONS
Power Plant Operator	Power Plant Equipment Operator	Power Plant Relief Operator Working Foreman - Power Plant Operations
Electrician		Working Foreman – Electric Substation
Lineman		Troubleman Working Foreman - Line
Instrument and Electrical Technician		Working Foreman - Power Plant Maintenance
Power Plant Relief Operator	Power Plant Equipment Operator	Power Plant Operator Working Foreman - Power Plant Operations
Troubleman	Lineman	Working Foreman - Line
Working Foreman – Electrician Substation	Electrician	
Working Foreman – Line	Troubleman Lineman	
Working Foreman - Power Plant Maintenance	Power Plant Maintenance Mechanic Instrument and Electrical Technician	
Working Foreman - Power Plant Operations	Power Plant Operator Power Plant Relief Operator	

(Amended 9/20/11)

EXHIBIT D: GRIEVANCE FORM

**GRIEVANCE
IBEW—Electric Unit**

Grievant

Division

Job Title

Shop Steward

Date of Occurrence

Date of Awareness

ISSUE

Specific Article(s) violated: _____

Explain **specifically** what happened and why you believe the MOU was violated:

Supporting documents/other information attached.

Correction requested: _____

Submitted by (signed) _____ Date: _____

City's answer: supporting documents attached.

Signed: _____ Date: _____

Disposition:

- Settled on _____ at step one two three
 Withdrawn on _____
 Scheduled for Arbitration on _____